

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

COPY



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

Regular Meeting--Wednesday, August 4, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone.

Absent -- Aldermen Streeter, Moore.

Call To Order.

On Wednesday, August 4, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 44.

Quorum present.

Invocation.

Reverend Romualdo Bermudez, Pastor of The Church of God (Iglesia de Dios) opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

***Referred* -- APPOINTMENT OF VARIOUS INDIVIDUALS AS
MEMBERS OF SOUTHWEST DISTRICT HOME
EQUITY COMMISSION I.**

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**

August 4, 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 Southwest District Home Equity Commission I for terms expiring June 28, 1996:

Anita M. Cummings, succeeding Marion Munnich, whose term has expired; and James F. Capraro, succeeding Ronald D. Phares, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF REVEREND WILLIE L. UPSHIRE
AS MEMBER OF CHICAGO POLICE BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 4, 1993.

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

LADIES AND GENTLEMEN -- I have appointed Reverend Willie L. Upshire as a member of the Chicago Police Board, for a term ending August 10, 1998, to succeed Nancy Jefferson, who is deceased.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170
OF MUNICIPAL CODE OF CHICAGO AUTHORIZING
DEPARTMENT OF REVENUE TO ISSUE PARKING
PERMITS FOR PICKUP TRUCKS AND VANS
WEIGHING LESS THAN 4,500 POUNDS
IN DESIGNATED WARDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 4, 1993.

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

LADIES AND GENTLEMEN -- In conjunction with Alderman Allen, and at the request of the Commissioner of Transportation, I transmit herewith an ordinance amending Section 9-64-170 of the Municipal Code, authorizing the Parking Administrator in the Department of Revenue to issue parking permits for pickup trucks and vans weighing less than 4,500 pounds in certain wards designated by the City Council.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 15, CHAPTER 16 AND
TITLE 13, CHAPTER 84 OF MUNICIPAL CODE OF
CHICAGO CONCERNING SPRINKLERS AND
FIRE PREVENTION REQUIREMENTS
FOR CERTAIN ASSEMBLY UNITS
WITH EXHIBITION AREAS.

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

August 4, 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 to amend Chapters 15-16 and 13-84 of the Municipal Code relating to the arrangement of sprinklers and fire prevention requirements for certain Assembly Units with exhibition areas.

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 ANDREW J. KONWINSKI AND P. JUNE TAYLOR KONWINSKI FOR REHABILITATION OF BUILDING AT 5828 WEST WASHINGTON BOULEVARD.

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

August 4, 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 to Andrew J.

Konwinski and P. June Taylor Konwinski in the amount of \$426,350 for the rehabilitation of a vacant three-story brick building located at 5828 West Washington.

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 MRR LIMITED PARTNERSHIP FOR CONSTRUCTION OF
RESIDENTIAL STRUCTURES AT SOUTHEAST CORNER OF
SOUTH BLUE ISLAND AVENUE AND WEST
MAXWELL 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

August 4, 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 to MRR Limited Partnership in the amount of \$6,250,860 for the construction of two residential structures containing 84 two, three and four bedroom units. The site to be developed is located at the southeast corner of Blue Island and Maxwell Street.

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 WEST SIDE VILLAGE PHASE I, INC. FOR CONSTRUCTION
OF LOW- AND MODERATE-INCOME HOUSING IN AREA
BOUNDED BY WEST LEXINGTON STREET, SOUTH
ST. LOUIS AVENUE, WEST POLK STREET AND
SOUTH HOMAN 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

August 4, 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 \$3,431,404 to a limited partnership formed by West Side Village Phase I, Inc. for the construction of 50 low- and moderate-income dwelling units in nine buildings located in or near the area bounded by West Lexington Street, South St. Louis Avenue, West Polk Street and South Homan 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 WOODLAWN EAST COMMUNITY AND NEIGHBORS, INC.
FOR REHABILITATION OF BUILDING LOCATED AT
6230 SOUTH DORCHESTER 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

August 4, 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 \$2,069,601 in Home Program Funds to Woodlawn East Community and Neighbors, Inc. for the rehabilitation of a 64-unit building located at 6230 South Dorchester Avenue for low-income individuals and families.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXPANSION OF ENTERPRISE
ZONE 6 TO INCLUDE NABISCO BISCUIT COMPANY
LOCATED AT 7300 SOUTH KEDZIE AVENUE AND
ADJACENT PROPERTY LOCATED AT
7600 SOUTH KEDZIE 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*:

8/4/93

COMMUNICATIONS, ETC.

35919

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 4, 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 an expansion of the boundaries of Enterprise Zone No. 6 to include the Nabisco Biscuit Company bakery located at 7300 South Kedzie Avenue and an adjacent property located at 7600 South Kedzie Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CREATION OF SPECIAL SERVICE
AREA NUMBER 14 TO ESTABLISH SECURITY PROGRAM
IN MARQUETTE PARK AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 4, 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 and in conjunction with Alderman Jones, I

transmit herewith an ordinance creating Special Service Area Number 14 for the purpose of establishing a security program in the Marquette Park area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO AGREEMENT WITH
CHICAGO AREA TRANSPORTATION STUDY TO PROVIDE
CITY WITH DATA CONCERNING CENTRAL
AREA CIRCULATOR PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 4, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Central Area Circulator Project, I transmit herewith an ordinance authorizing the Executive Director of the Central Area Circulator Project to enter into a cooperative agreement with the Chicago Area Transportation Study in an amount not to exceed \$25,000 pursuant to which the City will be provided with data for the circulator project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO AGREEMENTS AND
RELEASES TO SUBORDINATE SENIOR LENDERS FOR
UPCOMING PHASE OF JADE GARDEN PROJECT
IN CHINATOWN AND TO RELEASE
CITY'S SECOND MORTGAGE LIEN
IF CONDITIONS WARRANT.

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

August 4, 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 Commissioner of Planning and Development to enter into necessary agreements and releases to subordinate senior lenders for the upcoming phase of the Jade Garden project in Chinatown and to release the City's second mortgage lien if certain conditions are met.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO VARIOUS
INTERNATIONAL USE AGREEMENTS AND
FACILITIES LEASES AT CHICAGO
O'HARE INTERNATIONAL
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

August 4, 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 several International Use Agreements and Facilities Leases at Chicago O'Hare International Airport, and to amend certain exhibits to existing leases to reflect the new leases.

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 MONIES FOR HIV RELATED TUBERCULOSIS
DEMONSTRATION AND HIV PREVENTION
FOR HIGH RISK YOUTH
PROGRAMS.

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

August 4, 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 appropriating an additional \$76,000 in Fund 925 Grant Funds to increase funding for HIV Related Tuberculosis Demonstration and HIV Prevention for High Risk Youth programs administered by the Department of Health.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO PUBLISH AND SELL RESOURCE
HANDBOOKS CONTAINING INFORMATION ABOUT CITY
SERVICES AND OTHER INFORMATION
RELATING TO PARTICULAR
AREAS OF CITY.

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

August 4, 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 Commissioner to publish and sell Resource Handbooks which provide information about City Services in and other information relating to particular areas of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE WHICH APPROVED
ACQUISITION OF PROPERTY REQUIRED FOR MIDWAY
AIRPORT DEVELOPMENT 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

August 4, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance amending a March 23,

1989 ordinance approving the acquisition of property required for the Midway Airport Development Project.

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 SALE OF VARIOUS CITY-OWNED PROPERTIES
UNDER ADJACENT NEIGHBORS LAND
ACQUISITION 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

August 4, 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 an ordinance accepting bid proposals for the sale of various City-owned properties pursuant to the City's Adjacent Neighbors Land Acquisition Program.

Your favorable consideration of this ordinance 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

August 4, 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 eight 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 -- AUTHORIZATION TO TRANSFER PROPERTY AT
4701 -- 4709 WEST MAYPOLE AVENUE TO AUSTIN
SQUARE 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 Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 4, 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 Department of Housing to transfer the property located at 4701 -- 4709 West Maypole Avenue to Austin Square Limited Partnership for the sum of \$52,000. The property will be rehabilitated for residential purposes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

*Referred -- AUTHORIZATION TO TRANSFER PROPERTY AT
5036 WEST QUINCY STREET TO AUSTIN SQUARE
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 Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 4, 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 transfer of property located at 5036 West Quincy Street to Austin Square Limited Partnership for the purpose of rehabilitating a building containing 13 apartments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PARCEL
TO FACILITATE DISPOSITION OF PROPERTY ON
PORTION OF OGDEN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 4, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the acquisition of an additional parcel to facilitate disposition of property at Ogden Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF REDEVELOPMENT PLAN AND
REDEVELOPMENT PROJECT FOR BLOOMINGDALE/
LARAMIE AREA; DESIGNATION OF BLOOMINGDALE/
LARAMIE REDEVELOPMENT PROJECT AREA
UNDER TAX INCREMENT ALLOCATION
REDEVELOPMENT ACT; AND ADOPTION
OF TAX INCREMENT FINANCING
FOR SAID PROJECT AREA.

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

August 4, 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 three ordinances as follows: (1) approving and adopting a Redevelopment Plan and Redevelopment Project for the Bloomingdale/Laramie area; (2) designating the Bloomingdale/Laramie Redevelopment Project Area as a Redevelopment Project Area under the Tax Increment Allocation Redevelopment Act; and (3) adopting tax increment financing for the Bloomingdale/Laramie Redevelopment Project Area.

Your favorable consideration of these ordinances 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 -- STATE APPROVAL OF ORDINANCES
CONCERNING AGREEMENTS AUTHORIZING
VARIOUS HIGHWAY RELATED PROJECTS.

Communications from Mr. Duane P. Carlson, P.E., District Engineer, under date of July 12, 1993, announcing that the Department of Transportation of the State of Illinois has approved receipt of two ordinances passed by the City Council on June 23, 1993, authorizing the following highway-related projects, which were *Placed on File*:

Authorization for execution of City/State agreement for improvement of the 95th Street drawbridge over the Calumet River.

Authorization for execution of City/State Project Agreement for 1993 residential street resurfacing.

Placed On File -- NOTIFICATION AS TO DESIGNATION OF
MS. PHOEBE SELDEN AS PROXY TO AFFIX
SIGNATURE OF CITY COMPTROLLER
TO VARIOUS DOCUMENTS.

A communication from Mr. Walter K. Knorr, City Comptroller, designating Ms. Phoebe Selden as his proxy to affix his signature to any document, agreement or other written instrument required to be signed by the City Comptroller with respect to the issuance of City of Chicago Motor Fuel Tax Revenue Bonds, Refunding Series 1993, which was *Placed on File*.

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED JUNE 30, 1993.

The following documents received in the City Clerk's Office from Mr. Walter K. Knorr, City Comptroller, which were *Placed on File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended June 30, 1993.

Statement of Funded Debt as of June 30, 1993.

City of Chicago Corporate Fund: Statement of Floating Debt as of June 30, 1993.

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

Copies of resolutions adopted by the Chicago Plan Commission on July 15, 1993 and reports of the Department of Planning and Development approving the following proposals, which were *Placed on File*:

Department Of General Services, Real Estate Section.

Disposition of Vacant City-Owned Property.

Referral Number	Ward	Address
93-100-02	27	29 North Ada Street
93-101-02	17	7600 South Greenwood Avenue
93-102-02	8	1222 East 93rd Street
93-103-02	26	2256 -- 2258 West North Avenue

Referral Number	Ward	Address
93-105-02	26	1547 North Talman Avenue
93-106-02	27	24 North Throop Street
93-107-02	20	6032 -- 6034 South Vernon Avenue
93-108-02	20	6036 -- 6038 South Vernon Avenue
93-109-02	26	927 Noble Street
93-110-02	1	1329 West Ancona Street
93-112-02	19	3238 -- 3240 West 111th Street
93-113-02	10	9218 South Baltimore Avenue
93-114-02	15	5623 South Ashland Avenue
93-115-02	Citywide	Special Sales Program
93-116-02	Citywide	Adjacent Neighbors Program
93-117-22	11, 12, 25	Public Building Commission
93-118-02	17	Special Sales Program
93-119-21	20	Woodlawn Redevelopment Area

Placed On File-- LIST OF UNITED STATES COMPANIES DOING
BUSINESS IN OR WITH REPUBLIC OF
SOUTH AFRICA.

A communication from Mr. Alexander Grzyb, Acting Purchasing Agent, filed in the Office of the City Clerk pursuant to Title 3, Chapter 68, Section 110 of the Municipal Code of Chicago, transmitting a list superceding the list

previously filed and dated December, 1990 of United States companies doing business in or with the Republic of South Africa, which was *Placed on File*.

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF
JUNE, 1993.

A report received from Mr. Walter K. Knorr, City Comptroller, listing the personal services paid by voucher for the month of June, 1993, which was *Placed on File* and ordered published:

[Voucher payments printed on page 35934 of this Journal.]

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 July 14, 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 August 4, 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 July 14, 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.

PERSONAL SERVICES PAID BY VOUCHER JUNE, 1993

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	JUNE, 1993
Baniassadi, Reza	333 Ontario	Building	Attorney	100	1,350.00	S/M 2,700.00
Gladdish, Scott	685 No. Milwaukee	Building	Attorney	100	1,520.83	S/M 3,041.66
Goosby, Lawrence	1400-E-55th Pl.	Building	Hearing Officer	100	22.00	P/H 2,871.00
Lollino, Laurie	3550 N. Lake Shore Dr.	Building	Hearing Officer	100	22.00	P/H 4,114.00
Lusk, Lawrence	1350 N. Lake Shore	Building	Hearing Officer	100	22.00	P/H 3,553.00
Panzka, Gerard	3950 No. Lake Shore	Building	Paralegal	100	12.00	P/H 1,512.00
Rosa, Marie	2829 W. Fullerton	Building	Inspector	100	1,208.33	S/M 2,416.66
Zelek, Robert	6582 No. Northwest Hwy.	Building	Hearing Officer	100	22.00	P/H 462.00
Abdulas, Kevin	6127 So. Maplewood	Fire	Fireman	100	67.38	Settlmnt 67.38
Abfall, Charles	3936 No. Troy	Fire	Fireman	100	9,785.21	Settlmnt 9,785.21
Druzik, John J.	10453 So. Greenbay	Fire	Fireman	100	10,325.03	Settlmnt 10,325.03
Fuss, Richard	3449 W. 115th Pl.	Fire	Fireman	100	114,443.05	Settlmnt 114,443.05
Haffey, James	7683 W. Forest Preserve Dr.	Fire	Fireman	100	568.83	Settlmnt 568.83
King, William	3231 So. Princeton	Fire	Fireman	100	700.00	Settlmnt 700.00
Lopez, Joyce	6414 So. Mozart	Fire	Fireman	100	500.00	Settlmnt 500.00
Negron, Rudolph	1108 So. May	Fire	Fireman	100	2,315.93	Settlmnt 2,315.93
Potoczek, Stanley	4949 W. Drummond	Fire	Fireman	100	278.86	Settlmnt 278.86
Raske, Ronald G.	8123 So. Spaulding	Fire	Fireman	100	10,592.20	Settlmnt 10,592.20
Rogers, Simeon	9540 So. Winchester	Fire	Fireman	100	11,639.68	Settlmnt 11,639.68
Salapat, Stanley	1629 W. 33rd St.	Fire	Fireman	100	8,475.65	Settlmnt 8,475.65
Williams, Herbert	8840 S. Dante	Fire	Fireman	100	10,759.90	Settlmnt 10,759.90
Knox, Robert	9131 So. Ada	Gen'l Services	Carpenter	100	22.35	P/H 536.40
Candelas, Jose	2759 So. Drake	Health	Consulting	100	14.50	P/H 1,015.00
Cardoza, Fabiana	3233 W. 62nd Pl.	Health	Aids Prevention	100	10.80	P/H 1,928.50
Davis, Jerrold	5496 S. Hyde Park	Health	Program Director	100	17.50	P/H 1,225.00
Figueroa, Allen A.	2209 No. Karlov	Health	Aids Prevention	100	10.80	P/H 1,015.00
Gibson, Ofrich	4229 W. 21st Pl.	Health	Prog. Audit II	100	1,112.50	S/M 2,062.50
Gumapas, Edwin	2710 W. Berwyn	Health	Medical M.D.	100	50.40	P/H 1,764.51
Harrison, Jeffery	11628 So. Bishop	Health	Clerk II	100	10.80	P/H 770.00
Kochan, Ken	954 W. Grace	Health	Consulting	100	53.47	P/M 1,283.28
Lahalyeh, Alina	4722 No. Albany	Health	Clerk II	100	14.50	P/H 1,015.00
Lloyd, Lashuen	12357 So. Perry	Health	Aids Prevention	100	14.50	P/H 1,015.00
McCraven, Xadrian	3750 W. Armitage	Health	Aids Prevention	100	14.50	P/H 1,015.00
Perez, Frank	3033 No. Sheridan	Health	HIV Director	100	543.00	P/W 2,281.04
Price, Patrick	4850 So. Lake Park	Health	Consulting	100	14.50	P/H 2,131.50
Tate, Hope	11247 So. Green	Health	Consulting	100	46.50	P/H 507.50
Till, Michele	680 No. Lake Shore	Health	Consulting	100	38.34	P/H 498.38
Valdez, Michael	2513 W. Winnemac	Health	Consulting	100	14.50	P/H 1,015.00
Ware, Lillian	6447 So. Rockwell	Health	Consulting	100	11.00	P/H 836.00
Smith, Nona	1123 N. Menard	Human Services	Clerk	100	4,500.00	Settlmnt 4,500.00
Gurgone, Mark	10300 So. Central	Law	Policeman	100	10,944.00	Settlmnt 10,944.00
Hunter, Renee	2951 So. King Dr.	Police	Policeman	100	10,211.67	Settlmnt 10,211.67
Johnson, Lloyd	8045 So. Sangamon	Police	Policeman	100	23,115.28	Settlmnt 23,115.28
Cabrea, Julio	1040 W. 18th St.	Treasurer	Clerk II	100	9.00	P/H 1,363.50

**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:

Ash, Anos, Freedman & Logan -- to classify as a B5-2 General Service District instead of a B3-2 General Retail District the area shown on Map No. 15-J bounded by:

North Lincoln Avenue; a line 218.44 feet southeasterly of the intersection of North Kimball Avenue and North Lincoln Avenue as measured at the southerly right-of-way line of North Lincoln Avenue (and perpendicular to North Lincoln Avenue); the alley next southerly of and parallel to North Lincoln Avenue; and North Kimball Avenue.

Bais Yakov-Yeshiva Teferth Tzvi, Inc. -- to classify as an R2 Single-Family Residence District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 15-J bounded by:

West Peterson Avenue; 16 feet east of and parallel to North Jersey Avenue; North Lincoln Avenue; and North Shore Channel.

Mr. Joe Davoren -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 10-J bounded by:

a line 197.46 feet north of West 46th Street; the alley next east of South Spaulding Avenue; a line 107.46 feet north of West 46th Street; and South Spaulding Avenue.

Messrs. Richard Ferro and Thomas Di Piazza -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 6-F bounded by:

West 28th Place; South Shields Avenue; a line 110 feet south of West 28th Place; a line 140.10 feet west of South Shields Avenue; a line 76 feet south of West 28th Place; and South Stewart Avenue.

Messrs. Kuck T. Kim and Ok Soon Kim, sole beneficiaries of American National Bank and Trust Company of Chicago, under Trust Number 107953-00 -- to classify as a C1-2 Restricted Commercial District instead on a B2-2 Restricted Retail District the area shown on Map No. 19-H bounded by:

West Howard Street; a line 150 feet east of North Seeley Avenue; the alley next south of and parallel to West Howard Street; and North Seeley Avenue.

Mr. Craig Lamm -- to classify as a C1-3 Restricted Commercial District instead of a C1-2 Restricted Commercial District the area shown on Map No. 11-H bounded by:

West Cullom Avenue; the alley next east of and parallel to North Western Avenue; a line 38 feet south of West Cullom Avenue; and North Western Avenue.

Mr. Lloyd Schoen III -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-H bounded by:

the alley next south of West Armitage Avenue; the alley next east of North Wolcott Avenue; a line 189.27 feet south of West Armitage Avenue; and North Wolcott Avenue.

1830 North Winchester Partners, c/o Philip Ruben -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

the alley next south of West Cortland Avenue; the alley next east of North Damen Avenue; a line 286.46 feet south of West Cortland

Avenue; North Winchester Avenue; a line 407.58 feet south of West Cortland Avenue; and North Damen Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Ableman Janice C., Adaniya Henry and Cindy, Agrawal Amit, Allstate Ins. Co. (5) Capone Carolyn R., Ford Shirley G., Hizel Douglas, Moore James and Taylor Estella, All-Ways Transit, Inc., American Ambassador Casualty Co. (3) Cynthia Gamble, Ernest Green and John A. Niemczyk, American Family Ins. Co. and David and Eileen Gerson, American International Ins. Co. and Nicholas Mirando, Anderson Evelyn;

Bacon Charles R., Baehr Jeffrey C., Banzuly Douglas S., Barker Valerie E., Bates Margaret E., Beaupre David J., Bird Melissa L., Blair Daftan, Booker Dorothy A., Boston David E., Branscomb Robert L., Brennan Kelly A., Brito Maria, Bryan Angela;

Carson Charles M., Chatz Barry A., Collier III Walter, Cortez Carolina R., Country Companies and Jeffrey and Sherry Zalay, Cross Conrad;

Duax John and Dumas James;

Egan William T. and Eley Elizabeth M.;

Farmers Ins. Group and Kimberly Phillips, Forte Laura E.;

GEICO (2) Juliette Brown-Perry and Gerald Hayes, General Star and Azenge Mesfin, Gibson Daryl K., Gonzalez Maria L., Gordils Debra L., Gordon Marion, Govan Oscar, Graham Clarice A., Green Marie Z., Gulbrandsen Perry J., Guzman Carlos B.;

Hamm Aleen D., Hampton Jenette, Hanahan Sandra M., Hankins Wayne, Hardy Hortense, Hardy Mauro M., Haynes Willie, Hudson Allen C.;

Jasinek Jacqueline M., Johnson Lorraine A., Johnson Lou E.;

Kauke Henry W., Kerr Andrew E., Kim Chanree, Kim Chul M., Kodogeorgiou Anthanassios;

Lacey Veneal, La Fever Lisa J., Lalich Sharyn C., Landa Alfred, Lasker Laurence, Legat Johann F., Levy Jonathan N., Lie Yung, Liu Yang, Lutes Craig R.;

Marshall Harvey L., Martin Steven V., Masen Scott A., McCrary Alesia, McDonald Jr. Fred, McGhee Odean, McGill Linda M., Medrano Josephine, Michelli Joseph L., Mills Forrestine, Mills Jeffrey T., Moore Margaret M., Morris Dorothy L.;

Norment-Welton Melba;

Oberg Roy, O'Brien Thomas F.;

Paggao Maria L., Park Tong Whan, Paz Mayhor D., Peoples Gas Light and Coke Co. (3), Powers Kristine L., Puente Carlos;

Reagan William C., Richardson Levi, Robertson Kimberly D., Rollins Albert, Roston Anne R., Ruff Elizabeth K.;

Sanders Deloris, Sanglap Roland T., Sarmont Leland J., Schimmel Douglas, Scott Alan M., Seaberg Ronald E., Seekings Joseph M., Seery Timothy C., Setinc Judith M. (2), Shesgreen Dierdre R., Singer Sydney, Smith Claud A., Smith Illinoire P., Smith Jerry A., Smith Ruby M., Soto Michael, Standard Mutual Ins. Co. and Davis Jain, State Farm Ins. Co. (8) Alexander Fletcher, Gregory and Kathleen Giltis, Harvey Hauke, Mitch Klieman, Laura Lopez, Gina Ohanessian, Phyllis Sandridge and Donald R. Wenig, Sutton Willie Mae;

Takesue Naohisa, Tatum Minnie M., Taylor Willis H., Temple Eleanor R., Thomas Barbara J., Tibbs Barbara, Tucker Helen;

Upshaw Lois J.;

Vaikutis Joseph M., Vasquez Librada, Vaughan Arlene E., Vincent Sollie W.;

Waclaw Marian, Walker Emma, Warmack Dylan T., White Kenneth W., Willie James M., Williams Linda, Williams Vera, Willis James R., Wilson Christopher G., Wolf Amy J., Wolfe Robert A.;

Zeiler Ins. Co. and Conner Carrie, Ziegler Eva, Zutman Julius.

Flood Claims.

Bradley Ludie J., Black La Verne, Bruce Dannette P.;

Clausen Theresa, Cooper Julia E.;
Diemer Jewell E., Duckworth Harvey;
Gladney James and Leslie, Gladney Marie, Griffin Marvin L.;
Johnson Artie;
Lloyd Tanya R.
Morris Jean;
Oliver Lucille;
Perkins Francetta J., Pierce Alfred;
Scott Helen and Walter, Scott Henrietta, Smith James K., Smith Maurice D.;
Thompson Odell and Cornelia;
Williams Adriene C., Woods Joyce, Wooten Delois P..

Referred -- PRELIMINARY BUDGET ESTIMATES
REPORT FOR 1994.

A communication from Mr. Paul G. Vallas, Budget Director, Office of Budget and Management (received in the Office of the City Clerk on August 1, 1991) together with the Preliminary Budget Estimates Report for the City of Chicago for the year 1994, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- 21ST CENTURY CABLE TV, INC.
FRANCHISE APPLICATION.

A Communication from Ms. Joyce Gallagher, Cable Administrator, Office of

Cable Communications, under date of July 29, 1993, transmitting a cable television franchise application for Franchise Area 1 and related reports filed by 21st Century Cable TV, Inc., for submission to the City Council, which were *Referred to the Committee on Finance.*

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

A communication from Mr. James L. Stack, Executive Director, Municipal Employees' Annuity and Benefit Fund of Chicago, addressed to the Deputy City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the City's contribution to the fund for the year 1994, which was *Referred to the Committee on Finance.*

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

A communication from Mr. James Capasso, Jr., Executive Director, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, addressed to the Deputy City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the City's contribution to the fund for the year 1994, which was *Referred to the Committee on Finance.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF GOVERNING COMMISSION OF SPECIAL
SERVICE AREA NUMBER 7.**

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication appointing William Albrecht, Richard Dowd, Trudy Nika, Leslie Kocour and Robert McCarthy as members of the governing commission of Special Service Area Number 7, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. William Albrecht, Mr. Richard Dowd, Ms. Trudy Nika, Ms. Leslie Kocour and Mr. Robert McCarthy as members of the governing commission of Special Service Area Number 7 were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MR. SOOMYUNG CHOI AS MEMBER
OF GREATER ENGLEWOOD COMMISSION.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication appointing Soomyung Choi to the Greater Englewood Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Soomyung Choi as a member of the Greater Englewood Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

PROVISION OF ADDITIONAL PAID LEAVE TO CITY EMPLOYEES
WHO ARE MEMBERS OF ILLINOIS NATIONAL GUARD
ACTIVATED FOR DUTY IN MISSISSIPPI RIVER
FLOOD RELIEF EFFORT.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning City employees that are members of the Illinois National Guard and have been activated in connection with the Mississippi River Flood Relief Effort, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The devastation caused by the flooding of the Mississippi River has required the Governor to call out the Illinois National Guard; and

WHEREAS, City employees who are members of this reserve force of the State of Illinois have been called to active duty because of the flooding of the Mississippi River; and

WHEREAS, The City would like to support the relief efforts and the contributions made by our reserve employees; and

WHEREAS, The Mississippi River Flood crisis is an extraordinary and unique situation; and

WHEREAS, It is the intent of the City Council to provide transitional assistance to City employees and their families while assigned to the Mississippi River Flood Relief effort; now, therefore,

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

SECTION 1. In addition to the paid fourteen calendar days leave of absence provided in Section G(10) of the "Regulations Governing the Administration of the Compensation Plan and Employee Benefits for Classified Positions" set forth in the Annual Appropriation Ordinance and applicable collective bargaining agreements, City employees who are members of the reserve force of the State of Illinois who have been or are ordered to active duty by appropriate authorities shall be eligible for additional paid leave as provided for herein.

SECTION 2. All City employees activated for duty by the reserve force of the State of Illinois for the Mississippi River Flood Relief effort shall receive

their full salary or wage for an additional fifty-six calendar days. This paid leave shall be conditioned upon payment of military pay to the comptroller.

SECTION 3. Additional paid leave shall automatically terminate upon termination of active duty in connection with the Mississippi River Flood Relief effort.

SECTION 4. No additional paid leave shall be payable after December 31, 1993.

SECTION 5. This ordinance shall take effect on July 1, 1993.

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

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuing of City of Chicago Water Revenue Bonds, Refunding Series 1993, in an amount not to exceed \$50,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

Alderman Burke then requested that the record reflect said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 10:25 A.M..

The following is said ordinance as passed:

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

Article I.

Definitions And Findings.

SECTION 101. Definitions. As used in this Ordinance, the following terms shall have the following meanings, unless the context clearly indicates a different meaning:

(1) "Authenticating Agent" means such banking institution as may be appointed by the Comptroller as Authenticating Agent for the Series 1993 Bonds, and any successor to it in that capacity appointed by the City and any co-Authenticating Agent separately appointed by the City.

(2) "Bond Debt Service Requirement" means, for any Fiscal Year, the principal of and interest on Bonds required to be paid in that Fiscal Year. With respect to any Bonds for which any interest is payable by appreciation in principal amount, the Bond Debt Service Requirement for a Fiscal Year includes all appreciated principal payable in that Fiscal Year but does not include the increase in principal which occurs in that Fiscal Year but is not payable in that Fiscal Year. Any Bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be treated for these purposes as being due on the date they are required to be redeemed and not on their stated maturity dates.

(3) "Bond Debt Service Reserve Account" means the separate account of that name in the Water Fund established as provided in Section 404 of this Ordinance and each Subaccount of that Account.

(4) "Bond Debt Service Reserve Account Credit Instrument" means a non-cancellable insurance policy, a non-cancellable surety bond or an irrevocable letter of credit which may be delivered to the City in lieu of or in partial substitution for cash or securities required to be on deposit in a Subaccount of the Bond Debt Service Reserve Account. In the case of an insurance policy or surety bond, the company providing the insurance policy or surety bond shall be an insurer which, at the time of issuance of the insurance policy or surety bond, has been assigned a credit rating which is within one of the two highest ratings accorded insurers by both Moody's and S&P. Letters of credit shall be issued by a banking institution which has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of issuance of the letter of credit, a credit rating on its long-term unsecured debt within one of the two highest rating categories from both Moody's and S&P. The insurance policy, surety bond or letter of credit shall grant to the City the right to receive payment for the purposes of which the Subaccount in the Bond Debt Service Reserve Account may be used or for deposit in that Account and shall be irrevocable during its term.

(5) "Bond Debt Service Reserve Account Credit Instrument Coverage" means, with respect to any Bond Debt Service Reserve Account Credit Instrument on any date of determination, the amount available to pay principal of and interest on the Bonds under that Bond Debt Service Reserve Account Credit Instrument.

(6) "Bond Debt Service Reserve Requirement" means, with respect to the Series 1992 Bonds, the amount, as of any date of calculation, specified in the ordinance of the City, as amended, authorizing those Bonds; and with respect to the Series 1993 Bonds, as of any date of computation, an amount equal to the lesser of (i) the highest future Bond Debt Service Requirement of all Series 1993 Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls; (ii) 10 percent of the original principal amount of the Series 1993 Bonds (less any original issue discount); or (iii) 125 percent of average annual Bond Debt Service Requirement on the Series 1993 Bonds; and, with respect to any series of Parity Bonds, as of any date of computation, such amounts as shall be established by the ordinance authorizing that series of Parity Bonds, not to exceed the lesser of (i) the highest future Bond Debt Service Requirement of that series of Parity Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls; (ii) 10 percent of the original principal amount of that series of Parity Bonds (less any original issue discount); or (iii) 125 percent of the average annual Bond Debt Service Requirement for that series of Parity Bonds. Any Bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be

treated for purposes of this definition as being due on the dates they are required to be redeemed and not on their stated maturity dates.

(7) "Bond Principal and Interest Account" means the separate account of that name in the Water Fund established as provided in Section 404 of this Ordinance.

(8) "Bond Purchase Agreement" means the Bond Purchase Agreement between the City and the Initial Purchasers authorized by Section 211 of this Ordinance.

(9) "Bond Registrar" means such banking institution as may be appointed by the Comptroller as Bond Registrar for the Series 1993 Bonds, or any successor to it in that capacity appointed by the City and any co-Bond Registrar separately appointed by the City.

(10) "Bonds" means the Series 1992 Bonds, the Series 1993 Bonds and all Parity Bonds.

(11) "Capital Appreciation Series 1993 Bonds" means any Series 1993 Bonds which are designated by the Comptroller in the Determination Certificate to be capital appreciation bonds, all or a portion of the interest on which shall be payable as appreciation in the principal amount of the bond, when the principal amount of those Bonds is due.

(12) "City" means the City of Chicago.

(13) "City Council" means the City Council of the City.

(14) "Clerk" means the City Clerk of the City.

(15) "Compound Accreted Value" means, with respect to any Bond, any interest on which is payable by appreciation in its principal amount, as of any date of calculation, its original principal amount plus the appreciation in its principal amount to that date calculated as provided in the Determination Certificate.

(16) "Comptroller" means the City Comptroller of the City.

(17) "Construction Accounts" means the various accounts established for construction purposes by the ordinances authorizing the Refunded Bonds, the Senior Lien Bonds or any Parity Bonds.

(18) "Consulting Engineer" means any engineer or firm of engineers of national reputation selected by the City and generally recognized to be well qualified in engineering matters relating to municipal water utility systems.

(19) "Costs of Issuance" means, with respect to any series of Bonds, all fees and costs incurred by the City relating to the issuance of the series of Bonds, including, without limitation, printing costs, Authenticating Agent's initial fees and charges, Bond Registrar's fees and charges, Paying Agent's fees and charges, financial advisory fees, engineering fees, legal fees, accounting fees, the cost of any premiums for municipal bond insurance to insure the series of Bonds, the cost of providing any Bond Debt Service Reserve Account Credit Instrument or other credit facilities with respect to the series of Bonds, and the cost of any related services with respect to the series of Bonds.

(20) "Determination Certificate" means the certificate of the Comptroller filed with the Office of the City Clerk addressed to the City Council, as provided in Section 211 of this Ordinance.

(21) "Fiscal Year" means the period beginning January 1 and ending December 31 of any year.

(22) "Governmental Obligations" means securities which are obligations described in clauses (a) and (b) of the definition of Permitted Investments in this Section 101.

(23) "Gross Revenues" means all income and receipts from any source which under generally accepted accounting principles are properly recognized as being derived from the operation of the Water System, including without limitation (a) charges imposed for water service and usage, (b) charges imposed for sales of water to municipalities (other than the City) and other users of water service, (c) charges imposed for inspections and permits for connection to the Water System, (d) grants (excluding grants received for capital projects), and (e) Investment Earnings. Gross Revenues shall not include amounts credited to customers on their bills, such as for payment of the price of purchasing from them capital assets of the water systems.

(24) "Initial Purchasers" means the underwriters or representatives of an underwriting syndicate to whom the City will sell the Series 1993 Bonds and with whom the City will enter into the Bond Purchase Agreement, including Hutchinson, Shockey, Erley & Co. and Prudential Securities Incorporated as Senior Managers and such other Co-Managers as the Comptroller shall select.

(25) "Investment Earnings" means interest plus net profits and less net losses derived from investments made with any portion of the Gross Revenues or with any money in the Accounts in the Water Fund (other than the Rebate Accounts) specified in Section 403 or 404 of this Ordinance. Investment Earnings do not include interest or earnings on investments of Construction Accounts.

(26) "Mayor" means the Mayor of the City.

(27) "Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency for municipal bonds, "Moody's" shall mean any nationally recognized securities rating organization other than S&P designated by the City by notice to the Trustee.

(28) "Net Revenues" means that portion of the Gross Revenues remaining in any period after providing sufficient funds for Operation and Maintenance Costs.

(29) "Net Revenues Available for Bonds" means that portion of the Net Revenues remaining in any period after providing sufficient funds for all required deposits in the period to the Senior Lien Accounts, minus any amounts deposited during that period in the Water Rate Stabilization Account as provided in Section 404(d) of this Ordinance (other than amounts deposited to that Account upon the issuance of the Series 1992 Bonds or from amounts received upon the issuance of any Parity Bonds) and plus the amounts withdrawn during that period from that Account.

(30) "Operation and Maintenance Costs" means all expenses reasonably incurred by the City in connection with the operation, maintenance, renewal, replacement and repair of the Water System, which under generally accepted accounting principles are properly chargeable to the Water System and not capitalized, including, without limitation, salaries, wages, taxes, contracts for services, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, Paying Agents' fees, and all incidental expenses, but excluding any provision for depreciation or for interest on Senior Lien Bonds, Bonds or other obligations for borrowed money payable from the Net Revenues or Net Revenues Available For Bonds.

(31) "Ordinance" means this Ordinance as it may be modified or amended from time to time pursuant to Article VIII of this Ordinance.

(32) "Outstanding" means, with reference to any series of Bonds or Senior Lien Bonds, all of such obligations that are outstanding and unpaid, provided that such term shall not include obligations:

(a) which have been paid or redeemed in full both as to principal, redemption premium, if any, and interest; or

(b) which have matured or which have been duly called for redemption and for the payment of which moneys are on deposit with designated paying agents for such Bonds or Senior Lien Bonds, or are otherwise properly available, sufficient to pay the principal of, redemption premium, if any, and interest on such Bonds or Senior Lien Bonds; or

(c) for which the City has provided for payment by depositing in an irrevocable trust or escrow, cash or Governmental Obligations, in each case the maturing principal of and interest on which will be sufficient to pay at maturity, or if called for redemption on the applicable redemption date, the principal of, redemption premium, if any, and interest on such Bonds or Senior Lien Bonds; or

(d) which are owned by the City.

(33) "Parity Bonds" means obligations which may be issued after the issuance and delivery of the Series 1993 Bonds in accordance with Article VI of this Ordinance and which are payable from Net Revenues Available For Bonds on an equal and ratable basis with all other Outstanding Bonds.

(34) "Paying Agent" means such banking institution as may be appointed by the Comptroller as Paying Agent for the Series 1993 Bonds, or any successor to it in that capacity appointed by the City and any Co-Paying Agent separately appointed by the City.

(35) "Permitted Investments" means any of the following:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;

(b) trust receipts or other certificates of ownership evidencing an ownership interest in the principal of or interest on, or both principal of and interest on, obligations described in clause (a) of this definition, which obligations are held in trust by a bank described in clause (d) of this definition, provided that such bank holds such obligations separate and segregated from all other funds and accounts of the City and of such bank and that a perfected first security interest under the Illinois Uniform Commercial Code, or under book-entry procedures prescribed at 31 C.F.R. 306.0 et seq. or 31 C.F.R. 350.0 et seq. (or other similar book entry procedures similarly prescribed by federal law or regulations adopted after the date of adoption of this Ordinance), has been created in such obligations for the benefit of the applicable account in the Water Fund or, to the extent permitted, in any irrevocable trust or escrow established to make provision for the payment and discharge of the indebtedness on any Bonds;

(c) obligations of the Federal National Mortgage Association or of any agency or instrumentality of the United States of America now existing or created after the issuance and delivery of the Series 1993 Bonds, including but not limited to the United States Postal Service, the Government National Mortgage Association and the Federal Financing Bank;

(d) negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association which has capital of not less than \$100,000,000 or (ii) by certificates of deposit which are continuously and fully insured by any federal agency;

(e) obligations of any state of the United States of America or any political subdivision of a state or any agency or instrumentality of a state or political subdivision which shall be rated by Moody's and S&P in one of their two highest respective long term rating categories;

(f) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation which are, at the time of purchase, rated by Moody's and S&P, respectively, in their highest rating category (if not rated by both such rating agencies then a rating by either shall be satisfactory), for comparable types of debt obligations;

(g) repurchase agreements and investment agreements with any bank, trust company, national banking association (which may include any Paying Agent or Bond Registrar), insurance company or any other financial institution which at the date of the agreement has an outstanding, unsecured, uninsured and unguaranteed debt issue rated AAA by Moody's and AAA by S&P, or if such institution is not so rated that the agreement is secured by such securities as are described in clauses (a) through (d) above, inclusive, having a market value at all times (exclusive of accrued interest, other than accrued interest paid in connection with the purchase of such securities) at least equal to the principal amount invested pursuant to the agreement, provided that (i) a custodian for the City (which custodian is not the entity with which the City has the repurchase or investment agreement) has a perfected first security interest in the collateral and the City has received an opinion of counsel to that effect, (ii) the custodian or an agent of the custodian (which agent is not the entity with which the City has the repurchase or investment agreement) has possession of the collateral, and (iii) such obligations are in the opinion of such counsel free and clear of claims by third parties;

(h) prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rated "MIG-1" by Moody's or "P-1" by S&P; and

(i) shares of a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933 and which at the time of purchase are rated "AAAm-G", "AAAm" or "AAM" by S&P.

(36) "Provider" means a company, banking institution or other financial institution which is the issuer of a Bond Debt Service Reserve Account Credit Instrument, or a reserve account credit instrument for Senior Lien Bonds.

(37) "Rebate Account" or "Rebate Accounts" means the separate account or accounts with that title in the Water Fund referred to in Section 403 of this Ordinance for Senior Lien Bonds or Section 404(c) of this Ordinance for any series of Bonds.

(38) "Refunded Bonds" means the City's Water Revenue Bonds which have been refunded by the Series 1992 Bonds or which shall be refunded by the Series 1993 Bonds.

(39) "Refunded Series 1989 Bonds" means all or a portion of the City's Water Revenue Bonds, Series 1989, to be determined by the Comptroller.

(40) "Registered Owner" means any person in whose name a Bond is registered.

(41) "Reimbursement Agreement" means an agreement between the City and a Provider entered into with respect to a Bond Debt Service Reserve Account Credit Instrument or a reserve account credit instrument for Senior Lien Bonds and which pertains to the repayment of the Provider, with interest, if any, of amounts advanced pursuant to that Bond Debt Service Reserve Account Credit Instrument or Reserve Account Credit Instrument.

(42) "Senior Lien Accounts" means the Accounts in the Water Fund listed in Section 403 of this Ordinance.

(43) "Senior Lien Bonds" means the Water Revenue Bonds, Series 1989, of the City, which are Outstanding from time to time.

(44) "Series 1992 Bonds" means the Water Revenue Bonds Refunding Series 1992, of the City which are Outstanding from time to time.

(45) "Series 1993 Bonds" means the Water Revenue Bonds, Refunding Series 1993, authorized by this Ordinance which are Outstanding from time to time.

(46) "S&P" means Standard & Poor's Corporation, its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency for municipal bonds, "S&P" shall mean any nationally recognized securities rating organization other than Moody's designated by the City by notice to the Trustee.

(47) "Water Fund" means the separate fund designated the "Water Fund of the Municipality of Chicago" previously established by the City and described in Section 402 of this Ordinance.

(48) "Water Rate Stabilization Account" means the separate account of that name established in the Water Fund as provided in Section 404 of this Ordinance.

(49) "Water System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City and used for water supply, distribution or collection purposes, including any and all extensions, improvements and additions to the Water System.

As used in this Ordinance, with respect to any Bond on which any interest is payable by appreciation in its principal amount, the term "principal" refers as of any date, to a Bond's Compound Accreted Value.

SECTION 102. Findings. It is found and declared as follows:

(a) The City is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, and is a "home rule unit" under Section 6(a) of Article VII of the Constitution.

(b) The City has constructed and is maintaining and operating the Water System to meet the needs of the City's inhabitants and other users of the Water System and for fire protection. The Water System is operated under the supervision and control of the Department of Water of the City.

(c) The City has issued and outstanding its Senior Lien Bonds and its Series 1992 Bonds. Each of these Bonds has a claim for payment from the Net Revenues of the Water System.

(d) The refunding of Refunded Series 1989 Bonds will result in debt service savings to the City.

(e) It is advisable and necessary and in the best interests of the City (i) to borrow the sum of up to \$50,000,000 plus the amount of original issue discount as provided by the Comptroller as authorized under Article II of this Ordinance (or such lesser amount as is provided by Section 211 of this Ordinance) (A) to provide funds needed to refund the Refunded Series 1989 Bonds, (B) to pay Costs of Issuance and costs of acquiring a Bond Debt Service Reserve Account Credit Instrument for the Series 1993 Bonds or making a deposit in the Series 1993 Bonds Subaccount in the Bond Debt Service Reserve Account, and (C) to provide for discount on the Series 1993 Bonds and (ii) in evidence of its obligation to repay that

borrowing, to issue the Series 1993 Bonds in the principal amount of up to \$50,000,000 plus any original issue discount.

(f) The borrowing authorized by this Ordinance and the issuance of the Series 1993 Bonds are for a proper public purpose and are in the public interest. The City has the power to borrow for the purposes set forth in this Ordinance and to issue the Series 1993 Bonds.

(g) This ordinance is adopted pursuant to the City's constitutional home rule powers. In order for the City to be able to take advantage of market circumstances, it is urgent that this Ordinance take effect immediately upon its adoption and publication in special pamphlet form.

Article II.

The Series 1993 Bonds.

SECTION 201. Principal Amount, Designation, Source of Payment. The City shall borrow money for the purposes specified in Section 202 of this Ordinance and in evidence of its obligation to repay the borrowing shall issue the Series 1993 Bonds in an aggregate principal amount of up to \$50,000,000, plus the amount of original issue discount as provided by the Comptroller as authorized under Section 211 of this Ordinance. The Series 1993 Bonds shall be designated "Water Revenue Bonds, Refunding Series 1993". The Series 1993 Bonds shall be limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from the Net Revenues Available for Bonds and from the Construction Accounts and the Accounts established as provided in Section 404 of this Ordinance, all on an equal and ratable basis with any Parity Bonds which may be issued from time to time. The claim of the Bonds for payment from Net Revenues and various Accounts of the Water Fund is junior to the claim of the Senior Lien Bonds Outstanding from time to time. The Series 1993 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City. Each Series 1993 Bond shall contain a statement to that effect.

SECTION 202. Purposes. The borrowing and issuance of the Series 1993 Bonds authorized in Section 201 of this Ordinance shall be for the purposes of (a) providing funds to refund the City's Refunded Series 1989 Bonds, (b) to pay costs of issuance and costs of acquiring a Bond Debt Service Reserve Account Credit Instrument for the Series 1993 Bonds or making a deposit in the Series 1993 Bonds Subaccount in the Bond Debt Service Reserve Account, and (c) to provide for the discount on the Series 1993 Bonds.

SECTION 203. Date, Denominations, Numbers. The Series 1993 Bonds, other than Capital Appreciation Series 1993 Bonds, shall be issued as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple of that amount. They shall be dated as of the first day of the month in which they are initially issued and delivered to the Initial Purchasers, or on the May 1 or November 1 on or next preceding the date of their authentication and delivery to which interest has been paid, whichever is later. Any Capital Appreciation Series 1993 Bonds shall be dated as of the date they are initially issued and delivered to the Initial Purchasers and shall be issued as fully registered bonds without coupons in denominations of \$5,000 principal amount at maturity or any integral multiple of that amount. Series 1993 Bonds shall be numbered as provided in the Determination Certificate.

SECTION 204. Maturity. The principal of the Series 1993 Bonds shall be payable (either at maturity or pursuant to mandatory sinking fund redemption), on November 1 of each year beginning not later than November 1, 2007, and ending with the final maturity, which shall be not later than November 1, 2021. The Series 1993 Bonds may be issued as serial bonds, as term bonds subject to mandatory sinking fund redemption, as Capital Appreciation Series 1993 Bonds, or any combination of serial bonds, term bonds or Capital Appreciation Series 1993 Bonds. The maturity dates and principal amounts of the Series 1993 Bonds and any designation of Series 1993 Bonds as Capital Appreciation Series 1993 Bonds shall be provided in the Determination Certificate.

SECTION 205. Redemption, Notice Of Redemption, Terms.

(a) **Redemption Terms.** The Series 1993 Bonds may be subject to redemption, in whole or in part, at the option of the City, at a price equal to their principal amount, plus a redemption premium, if any, as designated by the Comptroller in the Determination Certificate, plus accrued interest to the date of redemption if not an interest payment date, and, subject to the remaining provisions of this Section 205, upon such other terms, as the Comptroller shall provide in the Determination Certificate.

(b) **Mandatory Sinking Fund Redemption.** Any term Series 1993 Bonds subject to mandatory sinking fund redemption shall be selected for redemption by lot by the Bond Registrar, as provided below, and shall be so redeemed at a price of 100 percent of the principal amount of the Series 1993 Bonds to be redeemed plus accrued interest to the date fixed for redemption if not an interest payment date. To the extent that term Series 1993 Bonds subject to mandatory sinking fund redemption have been previously called for redemption in part other than from a sinking fund payment, each annual sinking fund payment for term Series 1993 Bonds of that maturity shall be reduced by the amount obtained by multiplying the principal amount of

term Series 1993 Bonds of such maturity so called for redemption, by the ratio which each such annual sinking fund payment for term Series 1993 Bonds of such maturity bears to the total sinking fund payments then remaining unpaid for term Series 1993 Bonds of such maturity, and by rounding each such payment to the nearest integral multiple of \$5,000 consistent with the total principal amount of Series 1993 Bonds Outstanding of that maturity.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the Series 1993 Bonds through the purchase of Series 1993 Bonds in the open market. Series 1993 Bonds shall not be purchased in the open market from moneys in the Water Fund at a price in excess of the principal amount of the Series 1993 Bonds plus the redemption premium applicable to the redemption of such Series 1993 Bonds on the next date on which they may be optionally redeemed and accrued and unpaid interest on the principal of the purchased Series 1993 Bonds to the date of purchase (or for Capital Appreciation Series 1993 Bonds, their Compound Accreted Value at such date of purchase plus any redemption premium on their next redemption date). Series 1993 Bonds of any maturity which are purchased by the City on the open market and deposited by the City with the Bond Registrar, if purchased from moneys in the Bond Principal and Interest Account, shall be credited against and shall reduce the next sinking fund installment or installments up to the principal amount so purchased for the Series 1993 Bonds of that maturity or, if purchased from other moneys, shall be credited against and shall reduce the sinking fund installments for the Series 1993 Bonds of that maturity in a manner consistent with that provided in the preceding paragraph with respect to optional redemption of the Series 1993 Bonds.

(c) Partial Redemption of Bonds. In the event of a redemption of fewer than all the Series 1993 Bonds of a maturity, the Bond Registrar shall assign to each Outstanding Series 1993 Bond of a denomination greater than \$5,000 a distinctive number for each \$5,000 portion of such Bond so as to distinguish each such \$5,000 portion from each other portion of such Series 1993 Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Series 1993 Bonds as many numbers as, at \$5,000 for each number, shall equal the principal amount of Series 1993 Bonds to be redeemed. The Series 1993 Bonds to be redeemed shall be the Series 1993 Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such Series 1993 Bond of a denomination greater than \$5,000 principal amount shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

(d) Notice of Redemption. Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the date fixed for redemption to each Registered Owner of Series 1993 Bonds to be redeemed at such owner's address as shown in the bond register kept by the Bond Registrar and by such other additional method, if any, as the City

shall deem appropriate. Notice of redemption shall specify the maturities of the Series 1993 Bonds to be redeemed, the date fixed for redemption and, if less than all of the Series 1993 Bonds of any maturity are to be redeemed, the numbers of such Series 1993 Bonds to be redeemed and, in the case of Series 1993 Bonds to be redeemed in part only, the respective portions of the principal amounts of such Series 1993 Bonds to be redeemed. Failure to give such notice by mail or a defect in the notice or the mailing as to any Series 1993 Bond will not affect the validity of any proceedings for redemption as to any other Series 1993 Bond as to which notice was given properly and the failure of any Registered Owner of a Series 1993 Bond to receive the notice shall not affect the validity of the redemption.

If less than the entire principal amount of a Series 1993 Bond shall be called for redemption, the City shall execute and the Authenticating Agent shall authenticate and deliver, upon surrender of such Series 1993 Bond, without charge to the Registered Owner, one or more new Series 1993 Bonds of any authorized denomination, or like maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Series 1993 Bond so surrendered. If, on the date fixed for redemption, (a) moneys in an amount equal to redemption price of the Series 1993 Bonds to be redeemed shall be held by the Paying Agent and are available for such redemption and (b) notice of redemption shall have been given as described above, interest on the Series 1993 Bonds so redeemed shall cease from and after the date fixed for redemption.

SECTION 206. Interest. The Series 1993 Bonds shall bear interest from their date until principal is paid at a rate or rates per year determined by the Comptroller and provided in the Determination Certificate, which shall be in the judgment of the Comptroller the best interest rates for which the Series 1993 Bonds can be sold in the market and which, in the aggregate, result in a net interest cost (expressed as a percentage) not in excess of 10 percent per year computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 1993 Bonds, other than Capital Appreciation Series 1993 Bonds, shall be payable semi-annually on May 1 and November 1 in each year, with the first interest payment date being as provided by the Comptroller in the Determination Certificate. Capital Appreciation Series 1993 Bonds shall bear interest payable either solely by an appreciation in their principal amount, from their date, compounded on each May 1 and November 1, or by such appreciation to a specified compounding date and then by current interest as provided for current interest on Series 1993 Bonds, all as provided in the Determination Certificate.

SECTION 207. Places And Medium Of Payment.

(a) Interest on each Series 1993 Bond, other than Capital Appreciation Series 1993 Bonds on which interest is payable solely by appreciation in principal, shall be paid on each interest payment date to the person in whose

name the Series 1993 Bond is registered in the bond register kept by the Bond Registrar at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date. Interest shall be paid by check or draft mailed to such Registered Owner at such Owner's address as it appears in the bond register or, at the request of Registered Owners of more than \$1,000,000 total principal amount of Series 1993 Bonds, by wire transfer to such bank in the Continental United States as the Registered Owner of the Bonds shall request in writing to the Bond Registrar.

(b) Principal of and redemption premium, if any, on any Series 1993 Bond shall be paid only upon presentation and surrender of that Series 1993 Bond for cancellation at the principal corporate trust office of the Paying Agent. The Paying Agent is authorized to pay the principal of and the premium, if any, on the Series 1993 Bonds as provided in this paragraph.

(c) Payment shall be made in lawful money of the United States of America.

SECTION 208. Transfers And Exchanges Of Bonds. The City shall cause a bond register for the registration and transfer of Series 1993 Bonds to be maintained at the principal corporate trust office of the Bond Registrar.

Any Series 1993 Bond may be transferred only upon surrender of such Series 1993 Bond to the Bond Registrar, upon which the City shall execute and the Authenticating Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 1993 Bonds of any authorized denomination, of like maturity and aggregate principal amount as the Series 1993 Bond surrendered.

At the option of the Registered Owner, any Series 1993 Bond may be exchanged for another Series 1993 Bond or Bonds of any authorized denomination, of like maturity and aggregate principal amount, upon surrender of the Series 1993 Bond to be exchanged to the Bond Registrar. Upon such surrender for exchange, the City shall execute and the Authenticating Agent shall authenticate and deliver the Series 1993 Bonds which the Registered Owner making the exchange is entitled to receive.

Every Series 1993 Bond presented or surrendered for transfer or exchange shall (if so required by the Bond Registrar) be duly endorsed, or shall be accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by the Registered Owner of the Bond or such Owner's duly authorized representative.

In all cases in which Series 1993 Bonds are to be transferred or exchanged, the Bond Registrar may require payment of a sum sufficient to cover any tax, fee or other general governmental charge that may be imposed and to reimburse it for any expenses incurred in connection with such transfer or

exchange. The Bond Registrar shall not be required to transfer or exchange any Series 1993 Bond during a period beginning at the opening of business on the 15th day next preceding any date of selection of Series 1993 Bonds to be redeemed and ending at the close of business on the day on which notice of redemption is given or after notice selecting such Bond for redemption has been given.

The Series 1993 Bonds may be deposited with a fiscal agent in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer.

The City and any agent of the City may deem and treat the person in whose name any Series 1993 Bond is registered as the absolute owner of such Series 1993 Bond for the purpose of receiving payment of or on account of the principal of, redemption premium, if any, and interest on such Series 1993 Bond, and for all other purposes. Neither the City nor any agent of the City shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 1993 Bond to the extent of the sum or sums paid.

The Series 1993 Bonds may, at the option of the City, initially be issued in the form of a separate single fully registered Series 1993 Bond for each maturity of the Series 1993 Bonds registered in the bond register kept by the Bond Registrar in the name of Kray & Co. ("Kray"), as nominee of Midwest Securities Trust Company ("M.S.T.C."). Except as provided below, all of the Outstanding Series 1993 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Kray, as nominee of M.S.T.C.. The Comptroller is authorized to enter into an agreement with M.S.T.C. for the Series 1993 Bonds so to be held in book entry form.

With respect to Series 1993 Bonds so registered in the name of Kray, as nominee of M.S.T.C., the City, the Bond Registrar, any bond insurance company and any Paying Agent shall have no responsibility or obligation to any M.S.T.C. participant or to any person on behalf of which such an M.S.T.C. participant holds an interest in the Series 1993 Bonds, including, without limitation, any responsibility or obligation with respect to (i) the accuracy of the records of Kray, M.S.T.C. or any M.S.T.C. participant with respect to any ownership interest in the Series 1993 Bonds, (ii) the delivery to any M.S.T.C. participant or any other person, other than a Registered Owner, of any notice with respect to the Series 1993 Bonds, including any notice of redemption, or (iii) the payment to any M.S.T.C. participant or any other person, other than a Registered Owner, of any amount with respect to principal of, premium, if any, or interest on the Series 1993 Bonds. Upon delivery by M.S.T.C. to the Bond Registrar of written notice to the effect that M.S.T.C. has determined to substitute a new nominee in place of Kray, and subject to the provisions of this Ordinance with respect to record dates, the word "Kray" in this Ordinance shall refer to the new nominee of M.S.T.C.. Upon receipt of such a notice the Bond Registrar shall promptly deliver a copy of the notice to each Paying Agent and the Comptroller.

With respect to the City and M.S.T.C. the following provisions shall apply:

(a) M.S.T.C. may determine to discontinue providing its services with respect to the Series 1993 Bonds at any time by giving notice to the Comptroller and discharging its responsibilities under applicable law.

(b) The City may in its sole discretion and without the consent of any other person, terminate the services of M.S.T.C. with respect to the Series 1993 Bonds if the City determines, and shall terminate the services of M.S.T.C. with respect to the Series 1993 Bonds upon receipt by the City of written notice from M.S.T.C. to the effect that M.S.T.C. has received written notice from its participants having interests, as shown in the records of M.S.T.C., in an aggregate principal amount of not less than 50 percent of the then Outstanding Series 1993 Bonds to the effect that:

(i) M.S.T.C. is unable to discharge its responsibilities with respect to the Series 1993 Bonds; or

(ii) a continuation of the requirement that all of the Series 1993 Bonds be registered in the registration books kept by the Bond Registrar in the name of Kray, as nominee of M.S.T.C., is not in the best interest of the beneficial owners of the Series 1993 Bonds.

(c) Upon the termination of the services of M.S.T.C. with respect to the Series 1993 Bonds, or upon the discontinuance or termination of the services of M.S.T.C. with respect to the Series 1993 Bonds after which no substitute securities depository willing to undertake those functions of M.S.T.C. can be found which, in the opinion of the Comptroller, is willing and able to undertake such functions upon reasonable and customary terms, the Series 1993 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Kray as nominee of M.S.T.C., but may be registered in whatever name or names the Registered Owner transferring or exchanging Series 1993 Bonds shall designate, in accordance with the provisions of this Ordinance.

SECTION 209. Lost, Stolen, Mutilated Or Destroyed Bonds. If any Series 1993 Bond becomes mutilated or is lost, stolen or destroyed, the City may execute and the Authenticating Agent shall authenticate and deliver a new Series 1993 Bond of the same date of issue, maturity date, principal amount and interest rate per annum as the Series 1993 Bond mutilated, lost, stolen or destroyed, provided that (a) in the case of a mutilated Series 1993 Bond, the Series 1993 Bond is first surrendered to the City, (b) in the case of any lost, stolen or destroyed Series 1993 Bond, there is first furnished both

evidence of loss, theft or destruction and an indemnity satisfactory to the City and the Bond Registrar, (c) all other reasonable requirements of the City are complied with, and (d) expenses in connection with the transaction are paid by the Registered Owner of such Series 1993 Bonds. Any new Series 1993 Bonds issued pursuant to this Section in substitution for Series 1993 Bonds alleged to have been destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City whether or not the Series 1993 Bonds alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Series 1993 Bonds in any moneys or securities held by the City or any Paying Agent for the benefit of such Registered Owners.

SECTION 210. Form, Execution Of Bonds.

(a) Each Series 1993 Bond and the Authenticating Agent's Certificate of Authentication to be endorsed on such Series 1993 Bond shall be in substantially the form attached to this Ordinance as Exhibit A, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance, including those necessary for any Capital Appreciation Series 1993 Bonds.

(b) Each Series 1993 Bond shall be executed by the manual or facsimile signatures of the Mayor and the Comptroller, shall be attested by the manual or facsimile signature of the Clerk, shall have the corporate seal of the City affixed, impressed or printed on such Series 1993 Bond and shall be authenticated by the manual signature of the Authenticating Agent. If any officer of the City whose manual or facsimile signature appears on any Series 1993 Bond shall cease to be such officer before the delivery of such Series 1993 Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, as if such officer had remained in office until delivery.

(c) The Mayor, Comptroller and Clerk (if they have not already done so) are authorized to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended. The use of their facsimile signatures to execute the Series 1993 Bonds is authorized by this Ordinance. Each Series 1993 Bond so executed shall be as effective as if manually executed.

(d) No Series 1993 Bond shall be valid for any purpose unless and until a certificate of authentication of the Series 1993 Bond substantially in the form set forth in the form of Series 1993 Bonds attached as Exhibit A to this Ordinance shall have been duly executed by the Authenticating Agent with respect to that Series 1993 Bond. The executed certificate upon any such Series 1993 Bond shall be conclusive evidence that such Series 1993 Bond has been authenticated and delivered under this Ordinance. The Authenticating Agent's certificate of authentication on any Series 1993

Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Authenticating Agent. It shall not be necessary that the same officer or signatory sign the certificate of authentication on each of the Series 1993 Bonds. The Authenticating Agent is authorized and directed to cause Series 1993 Bonds executed by the City to be authenticated at the request of the City in accordance with the provisions of this Ordinance.

SECTION 211. Sale Of Series 1993 Bonds.

(a) The Comptroller is authorized and directed to execute on behalf of the City a Bond Purchase Agreement for the sale by the City to the Initial Purchasers of the Series 1993 Bonds pursuant to a negotiated sale on such terms as the Comptroller may deem to be in the best interests of the City as provided in this Ordinance. The Bond Purchase Agreement shall be in such form as the Comptroller shall determine, with the concurrence of the Chairman of the Committee on Finance of the City Council. The purchase price shall be the principal amount of the Series 1993 Bonds plus accrued interest on the Series 1993 Bonds (other than Capital Appreciation Series 1993 Bonds) from their date to the date of their delivery, less any original issue discount and also less an underwriter's discount of not to exceed two percent of the principal amount. Such terms include, without limitation, the aggregate principal amount of the Series 1993 Bonds, the amount of any original issue discount, the principal amount of the Series 1993 Bonds maturing in each year, the issuance of the Series 1993 Bonds as serial bonds, term bonds subject to mandatory sinking fund redemption, or Capital Appreciation Series 1993 Bonds, or any combination of serial bonds, term bonds or Capital Appreciation Series 1993 Bonds, whether any Capital Appreciation Bonds will also bear any current interest, the numbering of the Series 1993 Bonds, the interest rate or rates for the Series 1993 Bonds, the method by which and rate at which the Compound Accreted Value of Capital Appreciation Series 1993 Bonds shall be established, whether the Bond Debt Service Reserve Requirement for the Series 1993 Bonds will be met by a Bond Debt Service Reserve Account Credit Instrument or by cash from proceeds of the Series 1993 Bonds or cash on hand in the Water Fund, the first interest payment and compounding dates and the prices and other terms upon which the Series 1993 Bonds are subject to redemption, all as provided in and subject to the limitations expressed in this Article II, including the limitation specified in Section 205 of this Ordinance. The Comptroller shall determine the principal amount of the Series 1993 Bonds necessary to be issued for the purposes for which they are to be issued within the maximum amount specified in this Ordinance. The terms of the Series 1993 Bonds shall provide for the Bond Debt Service Requirement of the Series 1993 Bonds not to exceed \$15,000,000 in any year. The Comptroller may in the Determination Certificate provide for such changes to the terms of the Series 1993 Bonds, the form of the Series 1993 Bonds and the various bond covenants from those provided in this Ordinance as he or she shall determine but which shall result in the Series 1993 Bonds having

substantially the terms and being in substantially the form provided in this Ordinance. The Comptroller is further authorized to take the actions and execute and deliver the documents and instruments specified in this Ordinance. The Series 1993 Bonds shall be then duly prepared and executed in the form and manner provided in this Ordinance and delivered to the purchasers in accordance with the terms of sale.

(b) The City shall cause there to be prepared and delivered to prospective purchasers of the Series 1993 Bonds a Preliminary Official Statement, as shall be approved by the Comptroller. Upon sale of the Series 1993 Bonds, the Comptroller is authorized and directed to cause a final Official Statement to be prepared, executed and (i) delivered to the Initial Purchasers and (ii) filed with the Office of the City Clerk directed to the City Council.

(c) Upon a finding by the Comptroller that the purchase of municipal bond insurance of the Series 1993 Bonds is likely to facilitate the marketing and sale of the Series 1993 Bonds and permit completion of such sale in a timely fashion, and that such insurance is available at an acceptable premium, the Comptroller is authorized to cause the City to purchase a policy of municipal bond insurance for the Series 1993 Bonds, payable from amounts received upon the sale of the Series 1993 Bonds. Such policy shall be provided by a bond insurance company or association approved by the Comptroller. The Comptroller may on behalf of the City make necessary covenants with respect to that insurance consistent with this Ordinance.

(d) Subsequent to such sale, the Comptroller shall file in the Office of the City Clerk directed to the City Council (i) a Determination Certificate setting forth the terms of sale of the Series 1993 Bonds, the principal amount of the Series 1993 Bonds, the amount of Series 1993 Bonds maturing on each maturity date, the interest rate or rates on the Series 1993 Bonds, the redemption provisions for the Series 1993 Bonds, the first interest payment date, designating any Capital Appreciation Series 1993 Bonds, setting forth the method by which and rate at which the Compound Accreted Value of Capital Appreciation Series 1993 Bonds shall be established, setting forth the amount of any original issue discount and setting forth whether pursuant to Section 402 of this Ordinance, the Series 1993 Bond Subaccount in the Bond Debt Service Reserve Account may secure the Series 1993 Bonds and additional series of Parity Bonds on a parity basis with Subaccounts with respect to those Parity Bonds; (ii) an executed copy of the Bond Purchase Agreement, reflecting concurrence of the Chairman of the Committee on Finance of the City Council in the determinations made by the Comptroller as to the terms of sale of the Series 1993 Bonds; and (iii) the final Official Statement of the City as provided in Section 211(b) of this Ordinance.

Article III.

*Disposition Of Series 1993 Bond Proceeds;
Construction Accounts.*

SECTION 301. Escrow For Refunded Bonds. The City shall establish an Escrow Account for the defeasance of the Refunded Series 1989 Bonds with a paying agent for the Refunded Series 1989 Bonds as selected by the Comptroller, as Escrow Trustee. From the amounts received upon the sale of the Series 1993 Bonds, the City shall make an irrevocable deposit into the Escrow Account of an amount sufficient to purchase investment obligations and to deposit cash which shall be sufficient to defease the Refunded Series 1989 Bonds, as provided in the ordinance of the City authorizing the Refunded Series 1989 Bonds. The City shall enter into an Escrow Agreement with the Escrow Trustee in a form as shall be determined by the Comptroller. The Comptroller is authorized to execute such Escrow Agreement on behalf of the City. The City shall, by entering into an Escrow Agreement, irrevocably determine to call each Refunded Series 1989 Bond at its earliest optional redemption date. The Comptroller is authorized to enter into an escrow reinvestment agreement providing for the investment by the Escrow Trustee of cash balances in the Escrow Account in Governmental Obligations and for the City to receive the investment income under the agreement, either for deposit in the Escrow Account or in the Water Fund as determined by the Comptroller.

SECTION 302. Bond Debt Service Reserve Account Credit Instruments. The City shall, upon the issuance of the Series 1993 Bonds, acquire a Bond Debt Service Reserve Account Credit Instrument with a Bond Debt Service Reserve Account Credit Instrument Coverage sufficient to meet the Bond Debt Service Reserve Requirement for the Series 1993 Bonds, to the extent that deposit is not made from a cash deposit either from proceeds of the Series 1993 Bonds or from money in the Water Fund. The Comptroller is authorized and directed to purchase such an instrument on behalf of the City and may execute a Reimbursement Agreement on behalf of the City with the Provider. The City shall apply amounts received upon the sale of the Series 1993 Bonds, or other amounts in the Water Fund, to pay costs to the City of acquiring any credit instrument authorized by this Section.

SECTION 303. Accrued Interest. Accrued interest on Series 1993 Bonds (other than Capital Appreciation Series 1993 Bonds) shall be deposited to the credit of the Bond Principal and Interest Account established as provided in Section 404 of this Ordinance.

SECTION 304. Construction Accounts. The City has, upon the issuance of the Refunded Bonds and the Senior Lien Bonds, established, and upon the issuance of Parity Bonds, may establish, separate Construction Accounts in the Water Fund for construction purposes. These Construction Accounts

shall remain in full force and effect and all amounts in them, and all investment earnings on those accounts shall be used for the purposes specified in the City's respective ordinances authorizing the Senior Lien Bonds, Refunded Bonds or Parity Bonds or for purposes for which Bonds may be issued as provided in Article VI of this Ordinance, as the City shall direct. Amounts in the Construction Accounts shall be invested in Permitted Investments. All interest on and investment earnings of any Construction Account shall be deposited in that related Construction Account.

SECTION 305. Cost Of Issuance Account. There is established in the Water Fund a Series 1993 Bonds Cost of Issuance Account. From amounts received upon the sale of the Series 1993 Bonds, the City shall deposit in the Series 1993 Cost of Issuance Account an amount sufficient to pay the Costs of Issuance of the Series 1993 Bonds and shall use the amounts in that Account and interest on or investment earnings of that Account to pay those costs. Any amounts in the Series 1993 Cost of Issuance Account not needed for paying Costs of Issuance of the Series 1993 Bonds shall be transferred to the Water Rate Stabilization Account. Amounts in the Series 1993 Bonds Cost of Issuance Account shall be invested in Permitted Investments. Interest on and investment earnings of that Account shall be deposited in it.

Article IV.

Water Fund And Accounts.

SECTION 401. Revenue Obligation. The Series 1993 Bonds shall have a claim for payment, together with the Series 1992 Bonds and any Parity Bonds, solely from the Net Revenues Available for Bonds, the Construction Accounts, any account established to pay costs of issuance of Bonds and the Accounts of the Water Fund established as provided in Section 404 of this Ordinance, but with a claim with respect to the Bond Debt Service Reserve Account only to the Series 1993 Bonds Subaccount in that Account. The Series 1993 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and each Series 1993 Bond shall contain a statement to that effect. The claim for payment of the Bonds from accounts of the Water Fund and from Net Revenues Available for Bonds shall be junior to the claim of the Senior Lien Bonds.

SECTION 402. Water Fund. There has been created and there exists a separate fund of the City with the Treasurer designated the Water Fund into which the Gross Revenues of the Water System are and shall be deposited as collected. The Water Fund shall continue as a separate fund of the City. The Water Fund shall constitute a trust fund and has been and is irrevocably pledged to the owners of the Senior Lien Bonds and the Bonds from time to

time Outstanding for the sole purpose of carrying out the covenants, terms and conditions of the ordinances authorizing the Senior Lien Bonds and the Bonds. The Water Fund shall be used only (as provided in this Ordinance, the ordinance of the City authorizing the Series 1992 Bonds, ordinances authorizing Parity Bonds and the ordinance authorizing the Senior Lien Bonds) for (a) paying Operation and Maintenance Costs, (b) paying the principal of, redemption premium, if any, and interest on Senior Lien Bonds and all Bonds (or purchasing Senior Lien Bonds or Bonds), and (c) establishing and maintaining (for the purposes specified in those ordinances) the Construction Accounts and the Accounts in the Water Fund described in Sections 403 and 404 of this Ordinance and all other reserve funds or accounts which are required to be established and maintained in the ordinances authorizing the issuance of the Senior Lien Bonds and Bonds; provided that any funds available after these requirements have been satisfied or which are not necessary to satisfy these requirements may be used for any lawful purpose of the Water System. A lien on and security interest in the Net Revenues Available for Bonds and the various Accounts of the Water Fund established as provided in Section 404 of this Ordinance and in the Construction Accounts is granted to the Registered Owners of the Bonds Outstanding from time to time, subject to amounts in the various Accounts being deposited, credited and expended as provided in this Ordinance, and with amounts in various Subaccounts of the Bond Debt Service Reserve Account securing only the series or set of series of Bonds to which the Subaccounts relate. Amounts in the Series 1993 Bonds Subaccount of the Bond Debt Service Reserve Account shall secure only the Series 1993 Bonds; provided, however, that amounts in the Series 1993 Bonds Subaccount of the Bond Debt Service Reserve Account may, if so provided by the Comptroller in the Determination Certificate, secure the Series 1993 Bonds and additional Parity Bonds on a parity basis with accounts in the Bond Debt Service Reserve Account with respect to those Parity Bonds. This pledge and grant of a lien and security interest is effective immediately upon the issuance of the Series 1993 Bonds without the requirement of any further act or filing and is superior to the claims of any other person whether or not they have notice of this pledge or grant, except that the pledge of and grant of a lien on and security interest in Net Revenue Available for Bonds and the various Accounts are junior to the claim of the Senior Lien Bonds. Nothing in this Ordinance shall prevent the City from commingling money in the Water Fund (except the Senior Lien Accounts, (other than the Rehabilitation and Improvement Reserve Account), the Accounts to which reference is made in paragraphs (a) through (c) of Section 404 and the Construction Accounts) with other money, funds and accounts of the City. Any advance by the City to the Water Fund from other funds of the City shall have a claim for reimbursement only from amounts in the Water Fund not required for deposit in the Senior Lien Accounts or the various Accounts specified in paragraphs (a) through (d) of Section 404 of this Ordinance.

SECTION 403. Water Fund Accounts. There have been created and there exist separate Senior Lien Accounts in the Water Fund designated the

"Matured Water Bond and Interest Account", the "Debt Service Reserve Account", the "Rehabilitation and Improvement Reserve Account" and the "Rebate Account". So long as any Senior Lien Bonds shall remain Outstanding, the Net Revenues shall first be applied in each period to make all required deposits in the Senior Lien Accounts.

SECTION 404. Application Of Net Revenues Available For Bonds. There have been created and there exist and shall be maintained in the Water Fund, the following separate accounts: the Bond Principal and Interest Account, the Bond Debt Service Reserve Account and its various Subaccounts, the Water Rate Stabilization Account and the Rebate Accounts for each series of Bonds. The Net Revenues Available for Bonds shall be transferred, without any further official action or direction, to the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, the Rebate Accounts and the Water Rate Stabilization Account in the order in which those accounts are listed below, for use in accordance with the provisions of paragraphs (a), (b), (c) and (d) of this Section 404.

(a) **Bond Principal and Interest Account.** Not later than ten days prior to each principal or interest payment date for the Bonds, there shall be transferred to the Bond Principal and Interest Account sufficient funds (together, with respect to the first interest payment date on Series 1993 Bonds, with accrued interest received upon delivery of the Series 1993 Bonds) to pay the amount of the principal, redemption premium, if any, and interest becoming due, whether upon maturity, redemption or otherwise, on such payment date on all Outstanding Bonds.

Funds in the Bond Principal and Interest Account shall be used only for the purpose of paying principal of, redemption premium, if any, and interest on Outstanding Bonds as the same become due.

(b) **Bond Debt Service Reserve Account.**

(i) There is established in the Bond Debt Service Reserve Account with respect to the Series 1993 Bonds a separate and segregated Series 1993 Bonds Subaccount. There may be established by any ordinances authorizing the issuance of any series of Parity Bonds one or more other Subaccounts in the Bond Debt Service Reserve Account with respect to one or more series of Parity Bonds.

(ii) At the time of the delivery of the Series 1993 Bonds, either amounts received upon the sale of the Series 1993 Bonds or cash on hand in the Water Fund or a Bond Debt Service Reserve Account Credit Instrument purchased as provided in this

Ordinance (as determined by the Comptroller in the Determination Certificate) shall be deposited to the credit of the Series 1993 Bonds Subaccount of the Bond Debt Service Reserve Account, to establish a balance in that Subaccount at least equal to the Bond Debt Service Reserve Requirement with respect to the Series 1993 Bonds. Amounts in the Series 1993 Bonds Subaccount of the Bond Debt Service Reserve Account shall be deposited in a separate account in a bank or banks designated by the Comptroller pursuant to a depository agreement. Whenever the balance in the various Subaccounts of the Bond Debt Service Reserve Account is less than the Bond Debt Service Reserve Requirement for the various series of Bonds, except as permitted pursuant to Section 601(c) of this Ordinance, there shall be transferred to the Bond Debt Service Reserve Account within the next 12 months sufficient funds to maintain balances in the various such Subaccounts of the Bond Debt Service Reserve Account at least equal to the Bond Debt Service Reserve Requirement for the various series of Bonds.

Funds in any Subaccount of the Bond Debt Service Reserve Account and any Bond Debt Service Reserve Account Credit Instruments in that Subaccount shall be used to pay principal of, redemption premium, if any, and interest on the Bonds of the series to which the Subaccount relates (or where series of Bonds are secured on a parity basis by Subaccounts relating to those various series, then funds in each such Subaccount shall be so used on a parity basis to pay principal of, redemption premium, if any, and interest on the Bonds to which those various Subaccounts relate) as the same become due at any time when there are insufficient funds available for such purpose in the Bond Principal and Interest Account (after any available amounts in the Water Rate Stabilization Account have first been applied to that purpose). Any Bond Debt Service Reserve Account Credit Instrument to be acquired by the City with respect to the Series 1993 Bonds pursuant to Section 302 of this Ordinance at all times shall secure only the Series 1993 Bonds and shall not be used in any manner to satisfy the Bond Debt Service Reserve Requirement for any Parity Bonds nor shall it be used to pay principal of, redemption premium, if any, or interest on any Parity Bonds, except as provided by the Comptroller in the Determination Certificate as authorized by Section 402 of this Ordinance. Any Bond Debt Service Reserve Account Credit Instrument for the Series 1993 Bonds shall not terminate prior to the date of the last maturity of any of the Series 1993 Bonds.

(iii) All or any part of the Bond Debt Service Reserve Requirement for any series of Bonds may be met by deposit with the City of one or more Bond Debt Service Reserve Account Credit Instruments. A Bond Debt Service Reserve Account Credit Instrument shall, for purposes of determining the value of the amounts on deposit in the Bond Debt Service Reserve Account and the Subaccount or Subaccounts to which it relates, be valued at the Bond Debt Service Reserve Account Credit

Instrument Coverage for the Bond Debt Service Reserve Account Credit Instrument except as provided in the next sentence. If a Bond Debt Service Reserve Account Credit Instrument is to terminate (or is subject to termination) prior to the last principal payment date on any Outstanding Bond of the series of Bonds to which it relates, then the Bond Debt Service Reserve Account Credit Instrument Coverage of that Bond Debt Service Reserve Account Credit Instrument shall be reduced each year, beginning on the date which is four years prior to the first date on which the Bond Debt Service Reserve Account Credit Instrument is to terminate (or is subject to termination), by 25 percent of the coverage in each of the years remaining prior to such date, provided that if by the terms of the Bond Debt Service Reserve Account Credit Instrument and the terms of the related ordinance, the City has the right and duty to draw upon the credit instrument prior to its termination for deposit in the related Subaccount of the Bond Debt Service Reserve Account (if and to the extent a substitute Bond Debt Service Reserve Account Credit Instrument is not deposited in that Subaccount of the Bond Debt Service Reserve Account) all or part of its Coverage, then the reduction shall be in an amount equal to the difference between (A) the Bond Debt Service Reserve Requirement for that series of Bonds and (B) the sum of the amounts on deposit in the related Subaccount of the Bond Debt Service Reserve Account and the amount which the City may draw under the credit instrument prior to its termination for deposit in the related Subaccount of the Bond Debt Service Reserve Account. Any amounts in any Subaccount of the Bond Debt Service Reserve Account which are not required to be transferred to the Bond Principal and Interest Account may, from time to time, be used to pay costs of acquiring a Bond Debt Service Reserve Account Credit Instrument for that Subaccount or to make payments due under a Reimbursement Agreement with respect to that Subaccount, but only if after such payment, the value of the Subaccount of the Bond Debt Service Reserve Account shall not be less than the Bond Debt Service Reserve Requirement for that series of Bonds. The City pledges and grants a lien on and security interest in the amounts on deposit in the Debt Service Reserve Account for the Senior Lien Bonds to the provider of the Debt Service Reserve Account Credit Instrument to secure the City's obligation to make payments under the reimbursement agreement for that credit instrument, provided that the pledge, lien and security interest shall be junior in priority to any claim for the benefit of the Registered Owners of the Senior Lien Bonds. The City also pledges and grants a lien on and security interest in the amounts on deposit in the Subaccounts of the Bond Debt Service Reserve Account to any Provider with respect to the particular Subaccount corresponding to such Provider's Bond Debt Service Reserve Account Credit Instrument, provided that the pledge, lien and security interest shall be junior to any claim for the benefit of the Registered Owners of Bonds of that series.

After the deposit of a Bond Debt Service Reserve Account Credit Instrument into any Subaccount of the Bond Debt Service Reserve

Account and after the City has received notice of the value of the Subaccount of the Bond Debt Service Reserve Account after such deposit, the Comptroller may then direct the transfer from the Subaccount of the Bond Debt Service Reserve Account to any account of the Water Fund of any amounts in the Subaccount of the Bond Debt Service Reserve Account in excess of the Bond Debt Service Reserve Requirement for that series of Bonds.

(c) **Bond Rebate Accounts.** There shall be transferred from the Water Fund from Net Revenues Available for Bonds and deposited to the credit of the various Rebate Accounts the amounts as shall be required to be held available for rebate to the United States of America with respect to each series of Bonds as required by Section 508 of this Ordinance. Each such Rebate Account shall be deposited in a separate bank account in a bank or banks designated by the Comptroller pursuant to a depository agreement. The amount so to be held available shall be determined from time to time by the City pursuant to the ordinances authorizing the various series of Bonds.

Amounts in such Rebate Accounts shall be used at the direction of the City to make rebate payments to the United States of America. Amounts in such Rebate Accounts may be used to pay principal, redemption premium and interest on the Senior Lien Bonds and the Bonds as they become due, at any time when there are insufficient funds available for such purpose in the Senior Lien Accounts, Bond Principal and Interest Account and the various Subaccounts of the Bond Debt Service Reserve Account and the Water Rate Stabilization Account.

(d) **Water Rate Stabilization Account.** The City has caused amounts to be credited to the Water Rate Stabilization Account. In any year the City may withdraw any amounts from the Water Rate Stabilization Account and use those amounts for paying any expenses or obligations of the Water System, including, without limitation, any Operation and Maintenance Costs, deposits in the Senior Lien Accounts, deposits in the Bond Principal and Interest Account, deposits in the various Subaccounts of the Bond Debt Service Reserve Account or any cost of repairs, replacements, renewals, improvements, equipment or extensions to the Water System. The Water Rate Stabilization Account shall be used to make all required deposits in the Senior Lien Accounts and the Bond Principal and Interest Account and the various Subaccounts of the Bond Debt Service Reserve Account when no other funds are available for that purpose. Any Net Revenues remaining in any period after providing sufficient funds for all required deposits in the period to the Senior Lien Accounts and not required for transfer to the Bond Principal and Interest Account, the various Subaccounts of the Bond Debt Service Reserve Account or any Rebate Account for Bonds may be transferred to the Water Rate Stabilization Account at any time upon the direction of the Comptroller.

SECTION 405. Deficiencies, Excess. In the event of a deficiency in any Fiscal Year in the Bond Principal and Interest Account, any Subaccount of the Bond Debt Service Reserve Account, or any Rebate Account for Bonds, the amount of such deficiency shall be included in the amount to be transferred from the Water Fund and deposited into such account during the next 12-month period or succeeding Fiscal Year, as required by this Ordinance.

Whenever the balance in any Subaccount of the Bond Debt Service Reserve Account or any Rebate Account for Bonds exceeds the amount required to be on deposit in that Account, such excess may be transferred to the Water Fund, provided that no such transfers shall be made when any debt service payments on outstanding obligations of the City that are payable by their terms from the revenues of the Water System are past due. Any funds which remain in the Water Fund at the end of any Fiscal Year shall be retained in the Water Fund and shall be available for appropriation for any proper purpose of the Water System.

SECTION 406. Investments. Funds in the Accounts established as provided in Section 404 shall be invested in Permitted Investments. All amounts in the various Subaccounts of the Bond Debt Service Reserve Account and each Rebate Account for Bonds shall be invested in Permitted Investments which are held separate and distinct from those of any other Funds or Account. Investments shall be scheduled to mature before needed for the respective purposes of each of such accounts. All Investment Earnings on any such Accounts so invested as provided in this Section 406 shall be credited to the Water Fund and shall be considered Gross Revenues provided, however, that earnings on the investment of amounts on deposit in the Rebate Accounts shall not be Investment Earnings, shall not be considered Gross Revenues, and shall be retained in the respective Rebate Accounts except to the extent no longer required for rebate purposes.

For purposes of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this Ordinance, investments shall be valued at cost or market price, whichever is lower, on or about December 31 in each year.

Article V.

General Covenants.

The City covenants and agrees with the Registered Owners of the Series 1993 Bonds as follows:

SECTION 501. Maintenance And Continued Operation Of Water System. The City will maintain the Water System in good repair and working order, will continuously operate it on a Fiscal Year basis, and will punctually perform all duties with respect to the Water System required by the Constitution and laws of the State of Illinois.

So long as the Series 1993 Bonds are Outstanding, the City will continue to operate the Water System as a revenue-producing system so as to produce Gross Revenues sufficient to satisfy the covenants of this Ordinance.

SECTION 502. Water Rates. The City will establish, maintain and collect at all times, fees, charges and rates for the use and service of the Water System sufficient at all times to (a) pay Operation and Maintenance Costs and (b) produce Net Revenues Available for Bonds sufficient to pay the principal (at maturity or pursuant to mandatory sinking fund redemption) of and interest on all Bonds Outstanding from time to time and to establish and maintain the Senior Lien Accounts, the Bond Principal and Interest Account and various Subaccounts of the Bond Debt Service Reserve Account as may be covenanted in ordinances authorizing the issuance of Bonds, which Net Revenues Available for Bonds shall each Fiscal Year at least equal 120 percent of the sum required to pay promptly when due the Bond Debt Service Requirement for the Fiscal Year on all Bonds then Outstanding. These fees, charges and rates shall not be reduced, while any Bonds are Outstanding, below the level necessary to ensure compliance with the covenants of this Section 502. While any Senior Lien Bonds are Outstanding, for purposes of the calculations of this Section, there shall be added to the Net Revenues Available for Bonds the amount paid in the Fiscal Year for principal (at maturity or pursuant to mandatory sinking fund redemption) and interest on the Senior Lien Bonds, and the Senior Lien Bonds shall be treated as Bonds for calculation of the Bond Debt Service Requirement.

The City will, prior to the end of each Fiscal Year, conduct a review to determine if it has been and will be in compliance with the rate covenant set forth above. Whenever the annual review indicates that projected Gross Revenues will not be sufficient to comply with the rate covenant, the City shall have prepared a rate study for the Water System identifying the rate changes necessary to comply with the rate covenant and the Office of Budget and Management of the City and the Comptroller shall recommend appropriate action to the City Council to comply with this rate covenant. Copies of the rate study shall be provided to any Registered Owner of Bonds upon request.

SECTION 503. Repairs, Replacements, Additions, Betterments. The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the Water System so that the Water System may at all times be operated efficiently, economically and properly. When any necessary equipment or facility shall have been worn out, destroyed, or otherwise is insufficient for proper use, it shall be

promptly replaced so that the value and efficiency of the Water System shall be at all times fully maintained.

SECTION 504. Control And Operation Of Water System. The City will establish such rules and regulations for the control and operation of the Water System as are necessary for the safe, lawful, efficient and economical operation of the Water System.

SECTION 505. Books And Records. The City will make and keep proper books, records and accounts (separate and apart from all other books, records and accounts of the City) in which correct and complete entries shall be made of all transactions relating to the Water System. Within 180 days following the close of each Fiscal Year, the City will cause the financial statements of the Water System to be audited by independent certified public accountants. Such audited financial statements will be available for inspection by the Registered Owners of any of the Bonds. The financial statements shall, without limitation, include the following:

- (a) A statement of revenue and expenses of the Water System for each Fiscal Year.
- (b) A balance sheet as of the end of such Fiscal Year, including the amounts in each of the accounts of the Water Fund.
- (c) A statement of cash flow of the Water System for such Fiscal Year.
- (d) The amounts, maturities, interest rates and redemption provisions of all Outstanding Senior Lien Bonds and Bonds.

All expenses of the audit required by this provision shall be regarded and paid as an Operation and Maintenance Cost.

The accountants who audit such financial statements shall also prepare a separate compliance letter regarding the manner in which the City has complied with the financial covenants of this Ordinance, which compliance letter may be prepared on a different basis than that of the financial statements. A copy of the financial statements shall be provided to any Registered Owner of Bonds upon request.

SECTION 506. Customer Report. The City shall prepare annually a report of the number of customers served by the Water System at the end of the Fiscal Year, the number of metered and nonmetered customers at the end of the Fiscal Year and the quantity of water provided.

SECTION 507. Water System Dispositions Or Encumbrances. The City will not sell, lease, loan or mortgage or in any manner dispose of or encumber the Water System (subject to the right of the City to issue Parity

Bonds as provided in this Ordinance, to issue Bonds payable from the Net Revenues Available for Bonds of the Water System on a basis subordinate to the Bonds, and to dispose of real or personal property which is no longer useful or necessary to the operation of the Water System).

SECTION 508. No Arbitrage. The City will not direct or permit any action which (or fail to take any action the failure of which) would cause any Series 1993 Bond to be an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended, or any successor to it and the regulations under that Code as promulgated and as amended from time to time and as applicable to the Series 1993 Bonds.

SECTION 509. Special Tax Covenant. The covenants and agreements of the City set forth in this Section 509 shall apply as long as any of the Series 1993 Bonds continue to bear interest (whether or not they are Outstanding Bonds within the meaning of this Ordinance) (or for Capital Appreciation Series 1993 Bonds, so long as their principal amount continues to appreciate) and shall also apply after the Series 1993 Bonds cease to bear interest (or for Capital Appreciation Series 1993 Bonds, their principal amount ceases to appreciate) but within such subsequent period as shall be required for the City to comply with the covenants of this Section 509. At the discretion of the Comptroller, the Comptroller may execute an agreement in the name of and on behalf of the City to ensure compliance with the requirements of this Section 509.

(a) The City (i) will take all actions which are necessary to be taken (and avoid taking any action which it is necessary to avoid being taken) so that interest on the Series 1993 Bonds (including appreciation in principal amount for Capital Appreciation Series 1993 Bonds) will not be or become subject to federal income taxation under present law, and (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which it is necessary to avoid) so that interest on the Series 1993 Bonds (including appreciation in principal amount for Capital Appreciation Series 1993 Bonds) will not be or become includible in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time.

(b) The City will, without limitation, (i) restrict the yield on investments of amounts received upon the sale of the Series 1993 Bonds and other amounts, and (ii) timely rebate to the United States of America certain amounts which may be received as interest or other investment earnings on Accounts of the Water Fund, all as shall be necessary to comply with this Section. The City shall also make or cause to be made identifiable investments of amounts allocable to the Series 1993 Bonds as shall be necessary or appropriate in order to be able to ascertain the amounts which may be required so as to be rebated to the United States of America. The City shall from time to time determine the amounts in Accounts of the Water Fund which shall be subject so to be rebated and those amounts from

time to time shall be held by the City in the Rebate Account for the Series 1993 Bonds and shall be rebated to the United States of America in the amounts and at the times as required. Such amounts so subject from time to time so to be rebated shall not be available for the other purposes for which the Water Fund and its Accounts and accounts established by this Ordinance may be applied, except as provided in Section 404(c) of this Ordinance and, for purposes of computing the balance in the Water Fund and such various Accounts shall be disregarded. At the time of delivery of the Series 1993 Bonds, and from time to time after their delivery, the City shall provide instructions to appropriate officials as to the restrictions to be made on the yield and segregation of investments and as to the calculations and rebate of amounts to the United States of America, as are required in order for the City to comply with this Section 509.

(c) The City will not take any of the following actions without in each such event obtaining the opinion of nationally recognized bond counsel (which may represent the City from time to time in other matters) that such action will not contravene any covenant of this Ordinance and will not make compliance with those covenants impossible: (i) defease any Bonds; (ii) sell, lease or otherwise dispose of any material portion of the Water System; (iii) enter into or amend any short-term or long-term contract for the supply of water by the City other than pursuant to general rates charged to the general public; or (iv) enter into or amend any contract or arrangement for persons other than its employees to manage the Water System.

(d) The provisions of this Section 509 shall not be interpreted to impose upon the City any obligation to redeem or to purchase any Series 1993 Bonds, other than with proceeds or other amounts available under this Ordinance.

Article VI.

Issuance Of Additional Bonds.

SECTION 601. Parity Bonds. As long as there are any Outstanding Series 1993 Bonds, no bonds, notes or other obligations of any kind which are payable from Net Revenues or any Accounts of the Water Fund with a claim senior to that of the Bonds shall be issued. As long as there are any Outstanding Series 1993 Bonds, no bonds, notes or other obligations of any kind which are payable from Net Revenues Available For Bonds or any Accounts of the Water Fund on an equal and ratable basis with the Series 1993 Bonds shall be issued, except Parity Bonds which may be issued for the purpose of paying the cost of repairs, replacements, renewals, improvements, equipment or extensions to the Water System, funding capitalized interest and reserve funds for Bonds or particular series of

Bonds, funding working capital for the Water System, refunding Outstanding Senior Lien Bonds, Bonds or obligations payable from revenues of the Water System on a basis subordinate to the Bonds and issued for purposes for which Bonds may be issued or for paying Costs of Issuance, and then only upon compliance with the following conditions:

(a) If any Senior Lien Bonds are Outstanding, the funds then required to be transferred to the Senior Lien Accounts shall have been transferred in full up to the date of the delivery of such Parity Bonds;

(b) The funds required to be transferred to the Bond Principal and Interest Account and the various Subaccounts of the Bond Debt Service Reserve Account shall have been transferred in full up to the date of delivery of such Parity Bonds;

(c) The Ordinance authorizing the issuance of Parity Bonds shall require either (i) the transfer at the time of the delivery of such Parity Bonds of sufficient proceeds of such Parity Bonds or Net Revenues Available for Bonds, or the deposit of a Bond Debt Service Reserve Account Credit Instrument, or any combination of Bond proceeds, Net Revenues Available for Bonds and Bond Debt Service Reserve Account Credit Instruments, to the various Subaccounts of the Bond Debt Service Reserve Account so that the balance in such Subaccounts is at least equal to the Bond Debt Service Reserve Requirement for each series of Bonds, or (ii) for the Subaccount for the series of Bonds then to be issued, equal monthly transfers to such Subaccount during a period not exceeding 60 months following the delivery of such Parity Bonds sufficient to cause the balance in the Subaccount to be an amount at least equal to the Bond Debt Service Reserve Requirement for that series of Bonds;

(d) Net Revenues Available for Bonds for the last completed Fiscal Year prior to the issuance of the Parity Bonds (as shown by the audit of an independent certified public accountant), or Net Revenues Available for Bonds for such last completed Fiscal Year, adjusted as described below, shall equal at least 120 percent of the maximum annual Bond Debt Service Requirement for Bonds which will be Outstanding following the issuance of the proposed Parity Bonds, computed on a pro forma basis assuming the issuance of the proposed Parity Bonds and the application of the proceeds of any Bonds as provided in the ordinance authorizing their issuance, sale and delivery. For purposes of this Section, Net Revenues Available for Bonds shall be calculated as if any Refunded Bonds and any Senior Lien Bonds which have been refunded or which are to be refunded by the proposed Parity Bonds were Bonds (and thus for which there was no claim on the Senior Lien Accounts). Net Revenues Available for Bonds may be adjusted as follows for purposes of this paragraph (d):

(i) if there shall have been an increase in the rates of the Water System from the rates in effect for such last completed Fiscal Year, which increase is in effect at the time of the issuance of any such Parity Bonds, Net Revenues Available for Bonds may be adjusted to reflect the Net Revenues Available for Bonds for such last completed Fiscal Year as they would have been had the existing rates been in effect during all of that last completed Fiscal Year; and

(ii) any such adjustment shall be evidenced by the certificate of an independent Consulting Engineer or an independent certified public accountant employed for that purpose, which certificate shall be filed with and approved by the City Council prior to the sale of the proposed Parity Bonds.

If during the first six months of a Fiscal Year, an audit of the Water System for the preceding Fiscal Year by an independent certified public accountant is not available, the conditions of paragraph (d) shall be deemed to have been satisfied if both (1) Net Revenues Available for Bonds for the second preceding Fiscal Year (as shown by the audit of an independent certified public accountant), adjusted as described in this paragraph (d), and (2) Net Revenues Available for Bonds for the preceding Fiscal Year (as estimated by the Comptroller and either estimated by an independent Consulting Engineer or by an independent certified public accountant based on a review the scope of which, as specified by such accountant, may be less complete than an audit), adjusted as described in this paragraph (d), shall equal at least 120 percent of the maximum Bond Debt Service Requirement for any Fiscal Year for Bonds which will be Outstanding following the issuance of the proposed Parity Bonds, computed on a pro forma basis assuming the issuance of the proposed Parity Bonds and the application of the proceeds of any Bonds as provided in the ordinance authorizing their issuance, sale and delivery.

(e) The City may issue Parity Bonds without complying with either of the tests in paragraph (d) of this Section 601:

(i) to pay, redeem or refund Bonds or Senior Lien Bonds if in the judgment of the City there will be no money available to make payments of interest or principal of those Bonds or Senior Lien Bonds (at maturity or on sinking fund installment dates) as such amounts become due; and

(ii) to pay, redeem or refund any Bonds or Senior Lien Bonds if the total Bond Debt Service Requirement on all Bonds Outstanding after the issuance of the Parity Bonds and the payment, redemption or refunding of such Bonds or Senior Lien Bonds will not be in excess of the total Bond Debt Service Requirement on all Bonds Outstanding prior to

the issuance of the Parity Bonds in each Fiscal Year in which there was to be any Bond Debt Service

Requirement on those prior Outstanding Bonds (treating, for purposes of this clause (ii), Senior Lien Bonds as Bonds).

(f) The City covenants to the Registered Owners of the Senior Lien Bonds not to issue any bonds senior to or on a parity with the claim of the Senior Lien Bonds to the Net Revenues.

SECTION 602. Subordinate Obligations. Other obligations, including bonds, may be issued payable from Net Revenues Available for Bonds on a basis subordinate to the Bonds.

Article VII.

Defeasance.

SECTION 701. Defeasance.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of the Series 1993 Bonds then Outstanding, the principal, redemption premium, if any, and interest to become due on the Series 1993 Bonds, at the times and in the manner stipulated in this Ordinance and in the Series 1993 Bonds, then the covenants, agreements and other obligations of the City to the Registered Owners of the Series 1993 Bonds shall be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the City all moneys or securities held by them pursuant to this Ordinance which are no longer required for the payment or redemption of Series 1993 Bonds not already then surrendered for such payment or redemption.

(b) Series 1993 Bonds for the payment or redemption of which money shall have been set aside and shall be held in trust by any Paying Agents (through deposit by the City of funds for such payment or redemption or otherwise), whether at or prior to the maturity or the redemption date of such Series 1993 Bonds, shall be deemed to have been paid within the meaning of and with the effect expressed in paragraph (a) of this Section 701. All Series 1993 Bonds shall, prior to their maturity or redemption date, be deemed to have been paid within the meaning of and with the effect expressed in paragraph (a) of this Section 701 if:

(i) there shall have been deposited with such Paying Agents either money in an amount which shall be sufficient, or Government Obligations the principal of and interest on which when due will provide money which, without reinvestment, when added to the money, if any, deposited with such Paying Agents at the same time, shall be sufficient to pay the principal of those Series 1993 Bonds at maturity, or on sinking fund installment dates for term Series 1993 Bonds, or the principal, redemption premium, if any, and interest due and to become due on those Series 1993 Bonds on and prior to the redemption date or maturity date (or sinking fund installment dates for term Series 1993 Bonds) of the Series 1993 Bonds, as the case may be;

(ii) in case any of the Series 1993 Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Bond Registrar irrevocable instruction to give any required notice of redemption as provided in Article II of this Ordinance, which instruction the Bond Registrar has accepted in writing; and

(iii) the City shall receive an opinion of nationally recognized bond counsel to the effect that the defeasance of the Series 1993 Bonds shall not cause interest on the Series 1993 Bonds to be included in "gross income" of the Registered Owner for federal income tax purposes.

(c) Neither Government Obligations nor money deposited with any Paying Agent pursuant to this Section nor principal or interest payments of any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal (at maturity or pursuant to mandatory sinking fund redemption), redemption premium, if any, and interest on those Series 1993 Bonds, provided that any cash received from such principal or interest payments on such Government Obligations, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in principal amounts sufficient to pay when due the principal, redemption premium, if any, and interest to become due on those Series 1993 Bonds on and prior to such redemption date or maturity date of the Series 1993 Bonds, as the case may be.

SECTION 702. Unclaimed Moneys. Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agents in trust for the payment and discharge of any of the Series 1993 Bonds which remain unclaimed for six years after the date of deposit of such moneys if deposited with the Paying Agents after the date when the Series 1993 Bonds became due and payable shall, at the written request of the City, be repaid by the Paying Agents to the City, as its absolute property and free from trust, and the Paying Agents shall then be released and discharged with respect to such amounts and the Registered Owners of the Series 1993 Bonds shall look only to the City for the payment of such Series 1993 Bonds, provided that

before being required to make any such payment to the City, the Paying Agents shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in a daily newspaper of general circulation in the City of Chicago and in *The Bond Buyer*, published in the City of New York, State of New York, or in the event that journal ceases publication, then in a financial newspaper of general circulation in the City of New York, a notice that the money remains unclaimed and that, after a date named in the notice, which date shall be not less than 30 days after the date of the first publication of the notice, the balance of such money then unclaimed will be returned to the City.

Article VIII.

Amendment Of The Ordinance.

SECTION 801. Amendment Of The Ordinance. Subject to Sections 802 and 803 of this Ordinance, the City may amend or modify this Ordinance from time to time and may modify the rights and obligations of the City and of the Registered Owners of the Series 1993 Bonds by adopting a supplemental ordinance to this Ordinance. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter or impair the obligation of the City to pay the principal of, redemption premium, if any, or interest on any Series 1993 Bond without the express consent of the Registered Owner of such Series 1993 Bond, nor permit the creation by the City of any mortgage, pledge, lien or security interest on the Water System, or upon the Net Revenues Available for Bonds or other moneys pledged or held pursuant to this Ordinance, other than those contemplated by this Ordinance, including Section 802, nor permit the preference or priority of any Bond over any other Bond, nor reduce the percentages of Series 1993 Bonds required for the written consent to an amendment or modification of this Ordinance, nor modify any of the rights or obligations of any Paying Agent at the time acting pursuant to this Ordinance without the written consent of such Paying Agent.

SECTION 802. Amendments Without Written Consent. The City may amend or modify this Ordinance from time to time for any one or more of the following purposes without obtaining the prior written consent of any of the Registered Owners of the Series 1993 Bonds:

- (1) to add additional covenants and agreements of the City for the purpose of further securing the payment of the Series 1993 Bonds, provided such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the City contained in this Ordinance;

(2) to prescribe further limitations and restrictions upon the issuance of Parity Bonds and the incurring of obligations by the City which are not contrary to or inconsistent with the limitations and restrictions on such issuance or incurring of obligations in effect prior to the adoption of such supplemental ordinance;

(3) to surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Ordinance;

(4) to confirm as further assurance any covenant, lien, pledge or security interest created or recognized by the provisions of this Ordinance;

(5) to take any further action necessary or desirable for the collection and application of Net Revenues Available for Bonds sufficient to pay the Series 1993 Bonds as to principal, at maturity or on mandatory sinking fund installment dates, and to pay interest on the Series 1993 Bonds as it falls due;

(6) to correct any ambiguity or defect or inconsistent provisions in this Ordinance or to insert such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable, provided that any such amendments or modifications are not contrary to or inconsistent with this Ordinance as in effect prior to the adoption of any such supplemental ordinance, and provided further that any such amendments or modifications are not adverse to the interests of the Registered Owners of the Series 1993 Bonds.

SECTION 803. Amendments By Two-Thirds Consent Of Owners. The City may amend or modify this Ordinance from time to time for any purpose other than one or more of the purposes not prohibited in Section 801 and not authorized by Section 802 of this Ordinance only pursuant to the consent of Registered Owners of $66\frac{2}{3}$ percent in principal amount of all Outstanding Series 1993 Bonds by written instrument. For purposes of this Section, a Series 1993 Bond registered in the name of Kray shall be treated as separate bonds with \$5,000 denominations and Kray may consent to the amendment or modification with respect to certain of such bonds and not others.

SECTION 804. Method Of Obtaining Written Consent Of Owners. The City may at any time adopt a supplemental ordinance amending the provisions of the Series 1993 Bonds or of this Ordinance, to the extent that such an amendment is permitted by the provisions of Section 803 of this Ordinance, to take effect when and as provided in this Section. A copy of such supplemental ordinance, together with a written consent form, shall be mailed by the City to Registered Owners of the Series 1993 Bonds, first class postage prepaid, at the address appearing for such owner upon the bond register maintained by the Bond Registrar. Failure to mail copies of such supplemental ordinance and written consent form as to any Registered

Owner shall not affect the validity of the supplemental ordinance when assented to as provided in this Article VIII.

A supplemental ordinance adopted in accordance with this Section shall not be effective unless and until there shall have been filed with the City the written consents of the Registered Owners of percentages in principal amount of Outstanding Series 1993 Bonds specified in Section 803 of this Ordinance as provided in this paragraph. Each such consent shall be effective only if accompanied by proof of ownership of the Series 1993 Bonds for which such consent is given, which proof shall be such as the City may prescribe from time to time. Any such consent shall be binding upon the Registered Owner of the Series 1993 Bonds giving such consent and on any subsequent Registered Owner (whether or not such subsequent Registered Owner has notice of the consent) unless such consent is revoked in writing by the Registered Owner giving such consent or a subsequent Registered Owner by filing a notice of revocation with the City prior to the first date when the notice provided for in the next sentence of this paragraph has been given. After the Registered Owners of the required percentages of Series 1993 Bonds shall have filed their consents to the supplemental ordinance, the City shall mail a notice to the Registered Owners of the Series 1993 Bonds, in the manner provided in the first paragraph of this Section for the mailing of the supplemental ordinance and request for consent, stating in substance that the supplemental ordinance has been consented to by the Registered Owners of the required percentages of Series 1993 Bonds and will be effective as provided in this Section. A certificate of the City reciting compliance with the provisions of this Section shall be filed with the Paying Agent and shall be proof of the matters stated until the contrary is proved, and the supplemental ordinance shall be deemed conclusively binding upon the City and the Registered Owners of all Series 1993 Bonds at the expiration of 60 days after the filing with the City of the certificate, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding commenced within such 60-day period.

SECTION 805. Endorsement Of Series 1993 Bonds. Series 1993 Bonds authenticated and delivered after the effective date of any action taken by the Registered Owners of Series 1993 Bonds as provided in this Article may bear a notation by endorsement or otherwise in form approved by the City as to such action, and in that case upon demand of the Registered Owner of any Series 1993 Bond Outstanding at such effective date and presentation of the Series 1993 Bond for that purpose at the office of the City or at such additional offices as the City may select and designate for that purpose, a suitable notation shall be made on such Series 1993 Bond. If the City shall so determine, new Series 1993 Bonds so modified as to conform to such Registered Owner's action shall be prepared, authenticated and delivered, and upon demand of the Registered Owner of any Series 1993 Bond then Outstanding shall be exchanged in the City of Chicago, without cost to any Registered Owner, for any Outstanding Series 1993 Bonds, upon surrender of such Series 1993 Bond.

Article IX.

General Provisions.

SECTION 901. Authority. This Ordinance is adopted pursuant to the powers of the City as a home rule unit under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois. The appropriate officers of the City are authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance and the Series 1993 Bonds.

The Mayor, the Comptroller, the Treasurer, the Clerk and the Deputy Clerk are authorized to execute and deliver such other documents and perform such other acts as may be necessary or desirable in connection with the Series 1993 Bonds, including, but not limited to, the exercise following the delivery date of the Series 1993 Bonds of any power or authority delegated to such official under this Ordinance with respect to the Series 1993 Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as set forth in this Ordinance.

SECTION 902. Authorized Signatures. The Mayor and the Comptroller may each designate another to act as their respective proxies and to affix their respective signatures to the Series 1993 Bonds, whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the Comptroller pursuant to this Ordinance. 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 Comptroller, respectively. A written signature of the Mayor or of the Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the 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 Comptroller is so affixed to an instrument, certificate or document at the direction of the Comptroller, the same, in all respects, shall be binding on the City as if signed by the Comptroller in person.

SECTION 903. Conflict. To the extent that any ordinance, resolution, provision of the Municipal Code of Chicago, rule or order is in conflict with or is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 904. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 905. Bondowner Remedy. Any Registered Owner of a Series 1993 Bond may proceed by civil action to compel performance of all duties required by this Ordinance, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Water System, and the application of the Gross Revenues and the various Accounts of the Water Fund as provided by this Ordinance.

SECTION 906. Contract. The provisions of this Ordinance shall constitute a contract between the City and the Registered Owners of the Series 1993 Bonds, and no changes, additions or alterations of any kind shall be made to that contract except as provided in this Ordinance, including Article VIII, so long as the Series 1993 Bonds are Outstanding.

SECTION 907. Appropriation. The provisions of this Ordinance constitute an appropriation of the amounts received upon the sale of the Series 1993 Bonds for the purposes specified in Section 202 of this Ordinance and an appropriation of the Net Revenues Available for Bonds for deposit in the various accounts established as provided by Section 404 of this Ordinance and for payment of principal of, redemption premium, if any, and interest on the Series 1993 Bonds as provided in this Ordinance.

SECTION 908. Headings. Any headings preceding the texts of the several Articles and Sections of this Ordinance shall be solely for convenience or reference and shall not constitute a part of this Ordinance nor shall they affect its meaning, construction or effect.

SECTION 909. Effectiveness. This Ordinance shall be published by the City Clerk, by causing not less than 25 copies to be printed in special pamphlet form to be made available in the Office of the City Clerk for public inspection and distribution to members of the public. This Ordinance shall be in full force and effect from and after its adoption and such publication.

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

Exhibit "A".

Form Of Series 1993 Bonds.

[Form Of Face Of Bond.]

United States Of America

State Of Illinois

City Of Chicago

Water Revenue Bond,

Refunding Series 1993.

Bond No.: R- _____

Principal Sum: \$ _____

Date of Bond: _____

Interest Rate Per Year: _____%

Date of Maturity: _____

Registered Owner: _____

The City of Chicago, (the "City"), for value received, promises (a) to pay to the Registered Owner specified above or that person's registered assignee, unless this Bond is earlier redeemed, the Principal Sum of this Bond specified above on the Date of Maturity specified above, and (b) to pay to the Registered Owner of this Bond interest on that sum at the Interest Rate Per Year specified above from the Date of Bond specified above, to the date of payment or earlier redemption of this Bond, payable semiannually on May 1 and November 1, with the first interest payment date being _____, 19____. Interest on this Bond shall be computed on the basis of a 360-day year of twelve 30-day months.

Interest on this Bond is payable on each interest payment date by check or draft mailed to the person in whose name this Bond is registered on the bond register kept by _____ (the "Bond Registrar") at the close of business on the fifteenth day (whether or not a business day) of the

calendar month next preceding such interest payment date at such person's address as it appears in the bond register. Principal of and premium, if any, on this Bond are payable only upon presentation and surrender of this Bond for cancellation at the principal corporate trust office of _____, Chicago, Illinois (the "Paying Agent"). Payments shall be made in lawful money of the United States of America.

This Bond is one of a duly authorized issue of bonds of the City designated "Water Revenue Bonds, Refunding Series 1993", issued in the aggregate original principal amount of \$ __,000,000 (the "Bonds") under and pursuant to the provisions of an ordinance duly adopted by the City Council of the City on _____, 1993 (the "Bond Ordinance"). The Bonds are authorized for the purpose of providing funds (1) to refund outstanding water revenue bonds, (2) to pay costs of issuance of the Bonds and costs of acquiring a reserve fund credit instrument, and (3) to provide for discount on the Bonds.

The Bonds are limited obligations of the City with a claim, together with certain outstanding bonds, for payment solely from the net revenues derived from the operation of the City's Water System. Additional bonds may be issued on a parity with the Bonds. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness. Under the Bond Ordinance, the entire revenues received from the operation of the Water System are required to be deposited in a separate fund designated the "Water Fund of the Municipality of Chicago" (the "Water Fund"). The claim of the Bonds to the Net Revenues and Accounts of the City's Water Fund is junior to certain outstanding Senior Lien Bonds. The Water Fund is required to be used only and is irrevocably pledged for (1) paying the costs of operating and maintaining the Water System, (2) paying outstanding obligations of the City, including the Senior Lien Bonds and the Bonds as well as Bonds on a parity with the Bonds, that are payable by their terms from the net revenues of the Water System, and (3) establishing and maintaining all reserve funds or accounts which are required to be established and maintained by the bond ordinances authorizing water revenue bonds of the City, provided that any funds available after these requirements have been satisfied or which are not necessary to satisfy these requirements may be used for any lawful purpose of the Water System, as provided in the Bond Ordinance.

No official, officer, member of the City Council, agent or employee of the City shall be liable personally on this Bond by reason of the issuance of this Bond.

It is certified and recited that all acts, conditions and things required to exist, to have happened and to have been performed precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law. Provision has been made to deposit in the Water Fund the entire

revenues received from the operation of the Water System to be applied in the manner set forth above.

Unless the certificate of authentication on this Bond has been executed by the Authenticating Agent by manual signature, this Bond shall not be entitled to any benefit under the Bond Ordinance or be valid or obligatory for any purpose.

Reference Is Made To The Further Provisions Of This Bond Set Forth On The Reverse Of This Bond, Which Shall Have The Same Effect As If Set Forth Here.

In Witness of this obligation, the City of Chicago, by its City Council, has caused this Bond to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, attested by the manual or facsimile signature of the City Clerk, and its corporate seal to be affixed, impressed or printed on this Bond, all as of _____, 1993.

City of Chicago, Illinois

By: _____
Mayor

By: _____
City Clerk

By: _____
City Comptroller

[Seal]

For Series 1993 Bonds which are Capital Appreciation Bonds, the following paragraphs would replace the first two paragraphs of the Form of Series 1993 Bonds listed above:

The City of Chicago, (the "City") for value received, promises to pay to the Registered Owner specified above or that person's registered assignee on the Date of Maturity, the Principal Amount upon Original Issuance specified above plus interest on that amount (and on interest accrued to the various compounding dates as specified below) from the Date of this Bond to the Date of Maturity at the Interest Rate Per Year specified above

with interest so compounded semiannually on May 1 and November 1 of each year, with the first compounding date being _____ 1, _____. Interest shall continue to accrue and compound after the Date of Maturity at the Interest Rate Per Year specified above on any such amounts for which payment is not made or provided for as provided in the Bond Ordinance described below. The total amount due on the Date of Maturity is the amount shown above as the Payment at Maturity.

For all purposes of this Bond the principal amount at any time is the sum of the Principal Amount upon Original Issuance specified above plus interest on this Bond accrued and compounded to such date as provided above. Principal of and premium, if any, on this Bond are payable only upon presentation and surrender of this Bond for cancellation at the principal corporate trust office of _____, Chicago, Illinois (the "Paying Agent"). Payments shall be made in lawful money of the United States of America.

[The Comptroller may in the Determination Certificate set forth language to be included in the form of bond for any Series 1993 Bond on which interest is payable by appreciation in principal amount to a certain date and then is paid on a current basis.]

[Form Of Authenticating Agent's Certificate
Of Authentication.]

This Bond is one of the Bonds referred to in the Bond Ordinance.

(Name of Authenticating Agent)

By: _____
Authorized Officer

[Form Of Back Of Series 1993 Bond.]

[The following seven paragraphs, including the tables, are applicable if any of the Series 1993 Bonds are subject to redemption, in whole or in part, prior to maturity at the option of the City, or are sold as term bonds subject to mandatory sinking fund redemption. They shall not be included in any Series 1993 Bonds which are Capital Appreciation Bonds.]

The Bonds due on or after November 1, _____ are subject to redemption prior to maturity at the option of the City, in whole on any date on or after November 1, _____ or in part on _____, _____ or on any interest payment date after that date, at the redemption prices set forth in the table below, expressed as a percentage of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption.

Date Of Redemption	Redemption Price
_____ to and including _____	_____ %
_____ to and including _____	_____ %
_____ to and thereafter	_____ %

The Bonds maturing on November 1, _____ and _____ 1, _____ are subject to mandatory sinking fund redemption prior to maturity on _____ 1 of each of the years and in the principal amounts set forth in the table below, as selected by lot by the Bond Registrar as provided below, at a price of 100 percent of the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

Bonds Maturing November 1, _____:

Year	Amount	Year	Amount
	\$		\$

Bonds Maturing November 1, _____:

Year	Amount	Year	Amount
	\$		\$

To the extent that the Bonds maturing on November 1, _____ or November 1, _____ have been previously called for redemption in part other

than from sinking fund payments or purchase by the City, annual sinking fund payments for the Bonds maturing on November 1, _____, or on November 1, _____, as the case may be, shall be reduced as provided in the Bond Ordinance.

In the event of a redemption of less than all the Bonds of a maturity, the Bond Registrar shall assign to each Outstanding Bond of a denomination greater than \$5,000 a distinctive number for each \$5,000 portion of such Bond so as to distinguish each such \$5,000 portion from each other portion of such Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such Bond of a denomination of greater than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the date fixed for redemption to each Registered Owner of Bonds to be redeemed at such owner's address as shown in the bond register kept by the Bond Registrar and by such other additional method, if any, as the City shall deem appropriate. Notice of redemption shall specify the maturities of the Bonds to be redeemed, the date fixed for redemption and, if less than all of the Bonds of any maturity are to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amounts of such Bonds to be redeemed. Failure to give such notice by mail or a defect in the notice or the mailing as to any Bond will not affect the validity of any proceedings for redemption as to any other Bond as to which notice was given properly and the failure of any owner of a Bond to receive the notice shall not affect the validity of the redemption.

If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Authenticating Agent shall authenticate and deliver, upon surrender of such Bond, without charge to the Registered Owner, one or more new Bonds of any authorized denomination, of the same maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Bond so surrendered. If, on the date fixed for redemption, (a) moneys in an amount equal to the aggregate principal amount of all of the Bonds or portions of Bonds to be redeemed, together with any redemption premium and interest accrued on the Bonds to the redemption date, shall be held by the Paying Agent and are available for such redemption and (b) notice of redemption shall have been given as described above, interest on the Bonds so redeemed shall cease from and after the date fixed for redemption.

[The following seven paragraphs and the Assignment for Transfer shall appear on all Series 1993 Bonds.]

This Bond is negotiable, subject to the following provisions for registration, registration of transfer and exchange. The City shall maintain books for the registration of this Bond at the principal corporate trust office of the Bond Registrar. This Bond shall be registered on those books.

This Bond is transferable on the bond register upon surrender of this Bond for transfer at the principal corporate trust office of the Bond Registrar, upon which one or more new Bonds of any authorized denomination of like maturity and aggregate principal amount, will be issued to the designated transferee or transferees.

At the option of the Registered Owner, any Bond may be exchanged for another Bond or Bonds of any authorized denomination, of the same maturity and aggregate principal amount, upon surrender of the Bond to be exchanged to the Bond Registrar. Upon such surrender for exchange, the City shall execute and the Authenticating Agent shall authenticate and deliver the Bonds which the Registered Owner making the exchange is entitled to receive.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the Bond Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed, by the Registered Owner of such Bond or such owner's duly authorized representative.

In all cases in which Bonds are to be transferred or exchanged, the Bond Registrar may require payment of a sum sufficient to cover any tax, fee or other general governmental charge that may be imposed and to reimburse it for any expenses incurred in connection with such transfer or exchange. The Bond Registrar shall not be required to transfer or exchange any Bond during a period beginning at the opening of business on the 15th day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which notice of redemption is given or after notice selecting such Bond for redemption has been given.

The Bonds may be deposited with a fiscal agent in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer.

The City and any agent of the City may deem and treat the person in whose name this Bond is registered as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal, redemption premium, if any, and interest due on this Bond and for all other purposes. Neither the City nor any agent of the City shall be affected by any notice to the contrary.

[Form Of Assignment For Transfer]

For Value Received, The undersigned, _____, sells, assigns and transfers to _____ (Tax Identification or Social Security No. _____) this Bond and all rights under this Bond, and irrevocably constitutes and appoints _____ attorney to transfer this Bond on the books kept for the registration of this Bond.

Dated: _____

Signature

Notice: The signature must correspond with the name of the Registered Owner as it appears upon the face of the Bond in every particular, without alteration or enlargement or any change.

AUTHORIZATION FOR AMENDMENT OF TELECOMMUNICATIONS
SYSTEM USE AGREEMENT WITH DIGINET
COMMUNICATIONS, INC. -- MIDWEST.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 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 Telecommunications System Use Agreement between the City of Chicago and Dignet Communications, Inc. -- Midwest, 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, with three (3) dissenting votes, which were cast by Aldermen Murphy, Burrell and Stone.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Dignet Communications, Inc., Midwest ("Dignet") is a Delaware Corporation which is engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

WHEREAS, Dignet was granted authority to construct, install, maintain and operate a high-speed commercial telecommunications system, consisting primarily of fiber optic facilities (the "Dignet System") in the public ways of the City and the Chicago Freight Tunnels pursuant to an ordinance adopted by the City Council on October 31, 1990 (the "Dignet Ordinance") and a Telecommunications System Use Agreement dated as of January 1, 1991 between Dignet and the City (the "Dignet Agreement"); and

WHEREAS, The Dignet Agreement authorized Dignet, in exchange for certain consideration, to install, maintain and operate the Dignet System over a total of 11.87 miles of the public ways of the City and the Chicago Freight Tunnels, of which 6.48 miles were to involve new construction as described in the Dignet Agreement (the "New Footage"), and the remainder of which involved existing footage, including footage leased from a third party (the "Dignet Existing System"); and

WHEREAS, Dignet wishes to eliminate the New Footage (the "Reduction") from the Dignet Agreement; and

WHEREAS, Pursuant to Section 16.8 of the Dignet Agreement no revisions, modifications or amendments of the Dignet Agreement shall be effective unless in writing and signed by duly authorized representatives of the City and Dignet; and

WHEREAS, Diginet now requests the City, by action of the City Council, to approve the Reduction in the form of an Amendment to the Diginet Agreement ("Amendment Number 1"), to be retroactively effective as of July 1, 1992; and

WHEREAS, Diginet agrees to pay a higher retroactive minimum fee for the Diginet Existing System and a one percent increase in the gross billings based fee, in exchange for the Reduction; and

WHEREAS, Diginet and the City are willing to enter into Amendment Number 1 in substantially the form attached hereto and incorporated herein as Exhibit A, upon approval of the form of Amendment Number 1 by ordinance of this City Council; now, therefore,

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

SECTION 1. Subject to Section 2 of this ordinance, approval is hereby granted to Diginet, in accordance with Section 16.8 of the Diginet Agreement for the Reduction of Diginet's System.

SECTION 2. Subject to approval of the Corporation Counsel as to form and legality, the Director of the Department of Revenue is authorized to execute, on behalf of the City, Amendment Number 1 to be substantially in the form attached hereto as Exhibit A, subject to such changes as may be approved by the Director of the Department of Revenue. Only upon execution of Amendment Number 1 by the authorized officials of the City and Diginet shall Diginet be authorized to effectuate the Reduction of Diginet's System in the City's public ways pursuant to the terms thereof.

SECTION 3. The effective date of Amendment Number 1 shall be retroactive to July 1, 1992.

SECTION 4. Diginet will pay a higher minimum fee for its remaining fiber optic cable footage of 28,443 or approximately 5.4 miles and a one percent increase in the gross billings based fee from three percent to four percent, retroactive to July 1, 1992.

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

SECTION 6. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

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

Exhibit "A".

Amendment No. 1 To The Telecommunications System Use Agreement Between The City Of Chicago, Illinois And Dignet Communications, Inc. -- Midwest.

This Amendment No. 1 dated as of July 1, 1992 (the "Amendment Effective Date"), to the Telecommunications System Use Agreement, dated as of January 1, 1991, by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois and Dignet Communications, Inc. -- Midwest, a Delaware corporation (the "Grantee"):

Whereas, Grantee is a Delaware corporation, which is engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

Whereas, Grantee was granted authority to construct, install, maintain and operate a high-speed commercial telecommunications system, consisting primarily of fiber optic facilities in the public ways of the City and the Chicago Freight Tunnels pursuant to an ordinance adopted by the City Council on October 31, 1990 (the "Prior Ordinance") and a Telecommunications System Use Agreement dated January 1, 1991 between Grantee and the City (the "Agreement"); and

Whereas, The City has the authority to deny access to persons seeking to use the public ways or other public property except on such terms as the City may deem appropriate; and

Whereas, In anticipation of Grantee's exercise of its early termination of the Agreement pursuant to the provisions of the Agreement Grantee wishes to reduce its total Authorized Route by 6.48 miles or 34,232 linear feet, more fully described in the Agreement as the New Footage and as set forth in Part III of Exhibit 1 of the Agreement (the "Reduction"); and

Whereas, Grantee anticipates exercising its right to early termination of the Agreement pursuant to the provisions thereof; and

Whereas, The City and the Grantee have reached agreement as to the terms and conditions, including consideration to increase the Minimum Annual Fee payable to the City as General Compensation, through an amendment to the Agreement ("Amendment No. 1") under which the Reduction by the Grantee of the Authorized Route will be permitted; now, therefore,

It is hereby agreed by the parties hereto as follows:

Section 1. The existing language of Section 1.6 shall be deleted in its entirety and replaced to read as follows:

"Authorized Route shall mean the linear routes within specified Public Ways of the City which Grantee is authorized to use, subject to the requirements and limitations of this Agreement, consisting of the Prior Authorized Footage and the Leased Footage all as set forth in Exhibit 1 attached hereto and made a part hereof. The Leased Footage is further depicted on the map set forth in Exhibit 3."

Section 2. The existing language of Section 1.19 shall be deleted in its entirety and replaced to read as follows:

"Minimum Annual Fee shall mean the minimum amount payable, calculated on the basis of a twelve-month period, to the City as General Compensation during any Compensation Year pursuant to Section 5 hereof, and shall be based on a formula calculated as follows:

\$4.22 per linear foot which the Authorized Routes occupy in the Downtown Business Area; and

\$2.19 per linear foot which the Authorized Routes occupy outside of the Downtown Business Area.

Subject to Section 3.4 hereof in calculating the Minimum Annual Fee, the number of linear feet of Authorized Routes is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways."

Section 3. Section 1.20, "New Footage", of the Agreement shall be deleted in its entirety and the existing Section 1.21 through Section 1.28 shall be renumbered as Sections 1.20 through 1.27.

Section 4. Section 2.6 of the Agreement shall be deleted in its entirety and replaced to read as follows:

"2.6 Location Of Authorized Area.

Grantee's Telecommunications System may extend for a total distance of 28,443 linear feet or approximately 5.39 miles along the Authorized Routes as described in Exhibit 1 attached hereto and made a

part hereof. Of the total linear feet constituting the Authorized Routes, 23,585 linear feet are currently leased from a third party, are newly authorized pursuant to this Agreement and run in the Public Ways within the Downtown Business Area (the 'Leased Footage') and 4,858 linear feet were previously authorized (the 'Prior Authorized Footage') pursuant to the Prior Ordinance and run in the Public Ways outside of the Downtown Business Area. In order to extend its Telecommunications System beyond the Authorized Routes, Grantee must obtain approval of the City Council in the form of an ordinance."

Section 5. Section 5.1 of the Agreement shall be deleted in its entirety and replaced to read as follows:

"General Compensation. Grantee agrees to pay the City as General Compensation during each compensation year for the use of the Authorized Routes throughout the duration of this Agreement (subject to the City's rights of adjustment set forth in Section 2.3 hereof) a sum equal to \$110,167.72 (the 'Minimum Annual Fee')."

Section 6. Section 5.1.1(a) shall be deleted in its entirety and replaced to read as follows:

"One-twelfth (1/12) of the Minimum Annual Fee, calculated on the basis of a twelve-month compensation year (\$9,180.64) for this Grantee."

Section 7. Whereas in Section 6.1(E), 6.1(F) and 6.2.3 of the Agreement the number \$225,000 is used in connection with bonds or letters of credit to be furnished by Grantee, such number shall be reduced to \$110,000.

Section 8. Part III of (Sub)Exhibit 1 of the Agreement relating to New Footage is hereby deleted in its entirety.

Section 9. Pursuant to Section 6 of the Agreement, the amounts of the insurance policies are subject to reasonable increase upon sixty (60) days notice from the City's Risk Management Office that such amounts need to be increased to ensure the City adequate protection.

Section 10. Throughout the Agreement, the terms "Department of General Services" and "Commissioner of General Services" shall be replaced with the terms "Department of Revenue" and "Director of Revenue", respectively.

Section 11. Throughout the Agreement, the terms "Department of Public Works" and "Commissioner of Public Works" shall be replaced with the terms "Department of Transportation" and "Commissioner of Transportation", respectively.

Section 12. Throughout the Agreement, including (Sub)Exhibits and Attachments, the term "Agreement" shall mean the Agreement as amended by this Amendment No. 1. All terms and conditions of the Agreement not modified by this Amendment No. 1 shall remain in full force and effect.

Section 13. A new Section 15A shall be added to the Agreement following Section 15.11 to read as follows:

"Section 15A.

Equal Opportunity/Affirmative Action.

Equal Opportunity. During the Term of the Agreement, the Grantee shall continue to expand employment, business and economic opportunities on an equal opportunity basis. Grantee in relation to its Telecommunications Services and the construction of its Telecommunications System within the City will endeavor to comply with the goals in the City's Minority and Women-Owned Business Enterprise Programs, Municipal Code of Chicago, Section 2-29-420, et seq.. Grantee's initiatives in this areas shall include the items set forth below:

Nondiscrimination. Grantee shall not discriminate against any employee or applicant for employment, customer or applying customer, or any contractor or potential contractor, because of race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation or military discharge. Grantee shall comply with all federal, state and City laws, ordinances and orders that prohibit discrimination, including, but not limited to, the aforementioned forms of discrimination.

Affirmative Action. Grantee shall endeavor to expand opportunities for minorities and women in all areas of employment, including, but not limited to, hiring, promotion, recruitment or recruitment advertising, compensation and selection for training and apprenticeship. The primary

objectives of the Grantee's future affirmative action initiatives shall be:

(i) expansion of employment opportunities for minorities and women in the work force of the Grantee;

(ii) expansion of employment and promotion of minorities and women in those job categories and classifications, particularly in those managerial and professional levels where minorities and women have been underutilized; and

(iii) implementation of a training program to increase the awareness of the Grantee's supervisory personnel regarding the Grantee's commitment to equal opportunity initiatives.

Purchasing. Grantee shall endeavor to increase contracting and procurement opportunities for minority and women's business enterprises.

Specific Activities.

(a) Grantee shall continue to target areas of significant expenditure by Grantee for which no certified minority or women's business enterprise suppliers or contractors are currently known. As part of its efforts, the Grantee shall discuss those targeted areas of opportunity with representative minority and women's business organizations.

(b) Grantee shall also make efforts to encourage general contractors and architecture/engineering firms with which it does business to expand their use of certified minority and women's business enterprises as subcontractors and joint venture partners.

Participation Goals. Grantee shall use good-faith efforts to achieve participation of certified minority business enterprises in the Grantee's contracts related to installation to Grantee's network.

Community Outreach. Grantee shall expand, as appropriate,

its community outreach programs focused on employment and procurement for minorities and women. In continuing the development and implementation of these programs, Grantee shall endeavor to seek the advice of representative minority and women's organizations.

Implementation. It shall be the responsibility of the Grantee to continue to develop and implement the equal opportunity initiatives described above. To facilitate and assure that efforts are made as required herein, Grantee shall designate the employee who shall be responsible for implementing, monitoring and evaluating these initiatives. Grantee shall provide adequate staff and support resources to meet these responsibilities."

In Witness Whereof, The City has caused this Amendment No. 1 to be duly executed in its name and behalf as of the date first written by its Mayor, its Director of Revenue and its seal to be hereunto duly affixed and attested by its City Clerk, and the Grantee has signed and sealed the same on or as of the day and year first written.

City of Chicago

By: _____
Title: Director of Revenue

Reviewed As To Form And Legality:

Assistant Corporation Counsel

Attest:

Dignet Communications, Inc. --
Midwest

By: _____

By: _____

Title: _____

Title: _____

APPROVAL FOR TRANSFER OF OWNERSHIP AND
OPERATION OF DIGINET EXISTING SYSTEM
TO TELEPORT COMMUNICATIONS
CHICAGO, INC.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the approval of the sale of a telecommunications system from Dignet Communications, Inc. to Teleport Communications Chicago, Inc., 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, with two (2) dissenting votes which were cast by Aldermen Murphy and Stone.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Teleport Communications Chicago, Inc. ("Teleport") is a Delaware Corporation, which is engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

WHEREAS, Teleport was granted authority to construct, install, maintain and operate a high-speed commercial telecommunications system, consisting primarily of fiber optic facilities in the public ways of the City and the Chicago Freight Tunnels pursuant to an ordinance adopted by the City Council on February 7, 1990 (the "Teleport Ordinance") and a Telecommunications System Use Agreement dated as of April 1, 1990 between Teleport and the City, as amended (the "Teleport Agreement"); and

WHEREAS, Dignet Communications, Inc., Midwest ("Dignet") is a Delaware corporation which is engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

WHEREAS, Dignet was granted authority to construct, install, maintain and operate a high-speed commercial telecommunications system, consisting primarily of fiber optic facilities ("Dignet's System") in the public ways of the City and the Chicago Freight Tunnels pursuant to an ordinance adopted by the City Council on October 31, 1990 (the "Dignet Ordinance") and a Telecommunications System Use Agreement dated as of January 1, 1991 between Dignet and the City (the "Dignet Agreement"); and

WHEREAS, The Dignet Agreement authorized Dignet, in exchange for certain consideration, to install, maintain and operate its Telecommunications System over a total of 11.87 miles of the public ways of the City and the Chicago Freight Tunnels, of which 6.48 miles were to involve new construction as described in the Dignet Agreement (the "New Footage"), and the remainder of which involved existing footage, including footage leased from a third party (the "Dignet Existing System"); and

WHEREAS, Teleport wishes to acquire the Dignet Existing System; and

WHEREAS, Pursuant to Section 4.1.1 of the Dignet Agreement, the proposed acquisition requires City Council approval of the transfer of ownership and operation of the Dignet Existing System to Teleport; and

WHEREAS, Dignet and Teleport now request the City, by action of the City Council, to approve the transfer of ownership and operation of the Dignet Existing System pursuant to the Dignet Agreement; and

WHEREAS, Teleport and the City are willing to enter into an Amendment to the Teleport Agreement ("Amendment No. 2") in

substantially the form attached hereto as Exhibit A, upon approval of the form of the Amendment by ordinance of this City Council; now, therefore,

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

SECTION 1. Subject to Section 2 of this ordinance, approval is hereby granted to Dignet, in accordance with Section 4.1.1 of the Dignet Agreement, to transfer to Teleport the ownership and operation of the Dignet Existing System.

SECTION 2. Subject to approval of the Corporation Counsel as to form and legality, the Director of the Department of Revenue is authorized to execute, on behalf of the City, an amendment to the Teleport Agreement between the City and Teleport, such Amendment No. 2 to be substantially in the form attached hereto as Exhibit A, subject to such changes as may be approved by the Director of the Department of Revenue. Only upon execution of Amendment No. 2 by the authorized officials of the City and Teleport shall Teleport be authorized to complete the proposed acquisition and operate the Dignet Existing System in the City's public ways and Chicago Freight Tunnels pursuant to the terms thereof.

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

SECTION 4. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

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

Exhibit "A".

*Amendment No. 2 To The Telecommunications System Use
Agreement Between The City Of Chicago, Illinois
And Teleport Communications Chicago, Inc.*

This Amendment No. 2 dated as of July 1, 1993 (the "Amendment No. 2 Effective Date"), to the Telecommunications System Use Agreement, dated as of April 1, 1990, as amended, by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois and Teleport Communications Chicago, Inc., a Delaware corporation (the "Grantee"):

Whereas, Grantee is a Delaware corporation which is engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

Whereas, Grantee was granted authority to construct, install, maintain and operate a high-speed commercial telecommunications system, consisting primarily of fiber optic facilities in the public ways of the City and the Chicago Freight Tunnels pursuant to an ordinance adopted by the City Council on February 7, 1990, as amended by an ordinance adopted on September 16, 1992 (the "February 7 Ordinance") and a Telecommunications System Use Agreement dated as of April 1, 1990 between Grantee and the City (the "Original Agreement") as amended by an ordinance adopted by the City Council on September 16, 1992 and by Amendment No. 1, dated as of December 1, 1992 ("Amendment No. 1" and together with the Original Agreement, the "Teleport Agreement"); and

Whereas, The City has the authority to deny access to persons seeking to use the public ways or other public property except on such terms as the City deems appropriate; and

Whereas, Diginet Communications, Inc., Midwest ("Diginet") is a Delaware corporation which is engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

Whereas, Diginet was granted authority to construct, install, maintain and operate a high-speed commercial telecommunications system, consisting primarily of fiber optic facilities in the public ways of the City and the Chicago Freight Tunnels pursuant to an ordinance adopted by the City Council on October 31, 1990 (the "Diginet Ordinance") and a Telecommunications System Use Agreement dated as of January 1, 1991 between Diginet and the City (the "Diginet Agreement"); and

Whereas, The Diginet Agreement authorized Diginet, in exchange for certain consideration, to install, maintain and operate its Telecommunications System over a total of 11.87 miles of the public ways of the City and the Chicago Freight Tunnels, of which 6.48 miles were to involve new construction as described in the Diginet Agreement (the "New Footage"), and the remainder of which involved existing footage, including footage leased from a third party (the "Diginet Existing System"); and

Whereas, Teleport wishes to acquire the Diginet Existing System as a component of its Telecommunications System; and

Whereas, The City and the Grantee have reached agreement as to the terms and conditions, including consideration, for acquisition of the Diginet Existing System through an amendment to the Teleport Agreement ("Amendment No. 2"); now, therefore,

It is hereby agreed by the parties hereto as follows:

Section 1. On and after the Amendment No. 2 Effective Date, Grantee shall be authorized to operate and maintain the Diginet Existing System in the City's Public Ways as described in Part C to Exhibit 1.

Section 2. A new Section 1.9.1 shall be added to the Teleport Agreement which shall read as follows:

"'Diginet Minimum Fee Amount' shall mean as to any Compensation Year the special payment to the City attributable to Grantee's acquisition of the Diginet Existing System, as further described in Section 5.1.5A."

Section 3. A new Section 1.9.2 shall be added to the Teleport Agreement which shall read as follows:

"'Diginet Existing System' shall mean the telecommunications system acquired by Grantee from Diginet, Inc. -- Midwest which is further described in Part C of Exhibit 1."

Section 4. A new subparagraph (c) shall be added to Section 2.6 of the Teleport Agreement which shall read as follows:

"Commencing on July 1, 1993 (the 'Amendment No. 2 Effective Date') Grantee shall be authorized to acquire and operate the Diginet Existing System which is described in Part C of Exhibit 1 for purposes of determining the usage by Grantee's Telecommunications System of the Original Footage or Expansion Footage, each as described in Exhibit 1, the Railroad Footage as described in Part C of Exhibit 1 shall be phased and counted against Expansion Footage, and the Leased Footage shall be phased and counted against the Original Footage or the Expansion Footage, each in the amounts, for the Compensation Years, and in the manner set forth below:

Compensation Year	Leased Footage Footage Counted Against Original Footage Or Expansion Footage *	Railroad Footage Counted Against Expansion Footage
1994	0	0
1995	5,896	1,214
1996	10,318	2,125
1997	13,634	2,808
1998	23,585	4,858

Notwithstanding the foregoing, nothing in this paragraph 2.6(c) shall authorize Grantee's System (including the Dignet Existing System) to exceed 45.2 miles at anytime, which is the combined total of Original Footage and Expansion Footage authorized at the conclusion of the last Expansion Phase described in Section 2.6(b) under the Teleport Agreement."

Section 5. A new sentence shall be added to the end of Section 5.1 of the Teleport Agreement which shall read as follows:

"The Minimum Annual Fee for each Compensation Year beginning in 1994 shall be the sum of (i) \$284,106.24, (ii) the Expansion Footage Minimum Fee for such Compensation Year as calculated in Section 5.1.5 (as added by Amendment No. 1), and (iii) the Dignet Minimum Fee Amount payable in such Compensation Year."

* Original Footage is deemed used first.

Section 6. A new sentence shall be added after the second complete paragraph of Section 5.1.1 which shall read as follows:

"Commencing on January 1, 1994, Grantee shall pay to the Department of Revenue for each month during a Compensation Year an amount equal to the higher of:

- (a) the sum of (i) \$23,675.52 and (ii) one-twelfth of the applicable Expansion Footage Minimum Fee, as calculated pursuant to Section 5.1.5 (as added by Amendment No. 1) and (iii) the applicable Dignet Minimum Fee Amount; or
- (b) estimated Annual Gross Billings Based Fee for such month."

Section 7. A new Section 5.1.5A shall be added to the Agreement which shall read as follows:

"5.1.5A Dignet Minimum Fee Amount.

Commencing January 1, 1994, the Dignet Minimum Fee Amount set forth in Table 1 shall be added to amounts which would otherwise be included in the calculation of the Minimum Annual Fee under Section 5.1 and Section 5.1.5 as compensation related to the operation in the Public Ways of the Dignet Existing System as part of Grantee's Telecommunications System:

Table 1.

Compensation Year	Annual Additional Amounts Paid
1994	\$92,088
1995	69,068
1996	51,801

Compensation Year	Annual Additional Amounts Paid
1997	\$38,850
1998 and thereafter	0"

Section 8. Exhibit 1 of the Agreement shall be deleted in its entirety and replaced to read as follows:

"Grantee is authorized to construct routes within the Public Ways and the Chicago Freight Tunnels of the City of Chicago (exclusive of the Airports), subject to the limitation on the number of miles of Grantee's system (approximately 45.2 miles) using the Public Ways of the City and the Chicago Freight Tunnels subject to the terms and conditions of this Agreement. Grantee's Authorized Routes consist of the Original Footage as described in Part A of this Exhibit 1, the Expansion Footage described in Part B of this Exhibit 1 and the Dignet Existing System described in Part C of this Exhibit 1. Part D of this Exhibit 1 is applicable to both Original Footage and the Expansion Footage.

A. Original Footage. The Original Footage of Grantee's System within the City's Public Ways and the Chicago Freight Tunnels is authorized to run for a distance of no more than 80,256 linear feet, or approximately 15.2 miles, within the Downtown Business Area of the City. The Original Footage has been and shall be constructed within a general area within the City whose boundaries are described below:

From Lake Michigan at the north curb line of Oak Street proceeding southerly along the shoreline to 15th Street; proceeding from the south curb line of 15th Street west to Halsted Street; proceeding north along the west curb line of Halsted Street to Grand Avenue; proceeding along the north curb line of Grand Avenue east to State Street; proceeding along the west curb line of State Street to Oak Street and proceeding along the north curb line of Oak Street east to Lake Michigan.

As of July 1, 1992, Grantee's System extended for approximately 7.06 miles in the City's Public Ways or the Chicago Freight Tunnels and has been installed as follows:

Route 1:

From 10 South LaSalle Street proceeding north on LaSalle Street to Randolph Street; proceeding east on Randolph Street to Wabash Avenue; proceeding north on Wabash Avenue to Lake Street; proceeding east on Lake Street to Michigan Avenue; and then proceeding north on Michigan Avenue to the water riser shaft. Total footage 4,202 feet.

Route 2:

From 10 South LaSalle Street proceeding south on LaSalle Street to Monroe Street; proceeding west on Monroe Street to Wacker Drive; and then proceeding north on Wacker Drive into 20 North Wacker Drive. Total footage 2,380 feet.

Route 3:

From 10 South LaSalle Street proceeding south on LaSalle Street to Jackson Boulevard; proceeding east on Jackson Boulevard to LaSalle Street; proceeding south on LaSalle Street to entrance into the Chicago Board of Trade; proceeding south on LaSalle Street from manhole at Van Buren and LaSalle Streets to Congress Parkway; proceeding east on Congress Parkway to Federal Street; then proceeding south on Federal Street to Harrison Street. Total footage 3,737 feet.

Route 4:

From 10 South LaSalle Street proceeding south to Jackson Boulevard; proceeding west on Jackson Boulevard to Wacker Drive; proceeding north and then east on Wacker Drive to Franklin Street; proceeding south on Franklin Street to Madison Street; and then proceeding west to 10 South LaSalle Street. Total footage 8,864 feet.

Route 5:

From 10 South LaSalle Street proceeding south on LaSalle Street to Jackson Boulevard; proceeding west on Jackson Boulevard to Franklin Street, proceeding north on Franklin Street to the alley south of Washington Street; proceeding south on Franklin Street to Madison Street; and then proceeding east on Madison Street to 10 South LaSalle Street. Total footage 4,860 feet.

Route 6:

From 10 South LaSalle Street proceeding north on LaSalle Street to Randolph Street; proceeding west on Randolph Street to Canal Street; proceeding south on Canal Street to Monroe Street; then from 10 South Canal Street proceeding north on Canal Street to Washington Street; proceeding west on Washington Street to Clinton Street; and then proceeding south on Clinton Street to Jackson Boulevard. Total footage 7,301 feet.

Route 7:

From 10 South LaSalle Street proceeding east on Madison Street to 200 feet east of Clark Street. Total footage 817 feet.

Building Entrance Cable.

Multiple building entrance cables serving buildings situated along the Authorized Routes. Total footage 5,127 feet.

B. Expansion Footage. As currently anticipated, the Expansion Footage shall be installed in phases (subject to the provisions of Part D and the requirements of the Agreement) anywhere within the Downtown Business Area, anywhere within the O'Hare Development Area, and anywhere outside of the Downtown Business Area and the O'Hare Development Area, and may include the following routes:

Chicago West Side.

From the intersection of Harrison and Federal Streets, proceeding south on Federal Street to Polk Street; then proceeding west on Polk Street to Canal Street; proceeding south on Canal Street to Taylor Street; proceeding west on Taylor Street to Morgan Street. This link represents approximately 7,040 feet of City right-of-way.

From the intersection of Taylor and Morgan Streets, proceeding west along Taylor Street to Wood Street. This link represents approximately 5,280 feet of City right-of-way.

Chicago South Side.

From the intersection of Taylor and Wood Streets, proceeding west along Taylor Street to Damen Avenue; proceeding south along Damen Avenue to the Illinois Central Gulf Railroad; proceeding along the I.C.G. Railroad right-of-way to Keeler Avenue; then proceeding south along Keeler Avenue to the 4000 block of Keeler Avenue. This link represents approximately 17,600 feet of City right-of-way (not including the additional footage from public street crossing along railroad rights-of-way).

Access To The Northwest Suburbs.

From the intersection of Madison and LaSalle Streets, proceeding north along LaSalle Street to Randolph Street. From this point proceeding west along Randolph Street to Canal Street, then proceeding north on Canal Street to Lake Street. This location will serve as the entry point to the Chicago Northwestern Railroad right-of-way. This link represents approximately 14,060 feet of City right-of-way (not including the additional footage from public street crossing along railroad rights-of-way).

C. The Dignet Existing System. The Dignet Existing System within the public ways of the City of Chicago shall run for a distance of no more than 28,443 linear feet within the City limits of the City of Chicago and shall consist of two components which are described as follows:

- I. Railroad Footage. A Telecommunications System Originating At 600 West Grand Avenue And Continuing Along And Inside Right-Of-Way Of The Chicago And Northwestern Railroad Under/Over The Following Intersections In The Public Ways Of The City:
 - a. Beginning at a point 18 feet west of the west tracks of the Chicago and Northwestern Railroad and at the center line of West Devon Avenue continuing in a southerly direction along and inside the right-of-way of the Chicago and Northwestern Railroad to Rogers Avenue.
 - b. Rogers Avenue T. 40 -- R. 13 E. Section 8, beginning at a point 23 feet north of the center line of Rogers Avenue and 34 feet west of the center line of the

west tracks of the Chicago and Northwestern Railroad at a point 23 feet south of the center line of Rogers Avenue and 34 feet west of the southwest tracks of the Chicago and Northwestern Railroad .

- c. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- d. Bryn Mawr Avenue T. 40 N. -- R. 13 E. between Sections 3 and 10, across the extension of Bryn Mawr Avenue beginning at a point 50 feet north of the center line of Bryn Mawr Avenue and 18 feet west of the center of the west tracks of the Chicago and Northwestern Railroad, to a point 50 feet south of the center line of Bryn Mawr Avenue and 18 feet west of the tracks center line.
- e. Continuing along the inside right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- f. Elston Avenue T. 40 N. -- R. 13 E. Section 10, on top of the railroad bridge at Elston Avenue, beginning at a point 42 feet north of the center line of Elston Avenue and 16 feet west of the center line of the west tracks of the Chicago and Northwestern Railroad to a point 37 feet south of the center line of Elston Avenue and 16 feet west of the center line of the west tracks of the Chicago and Northwestern Railroad.
- g. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- h. North Kostner Avenue T. 40 N. -- R. 13 E. Section 15, 115 feet beginning at a point 70 feet west of the center line of Kostner Avenue and 29 feet northeast of the northeast tracks of the Chicago and Northwestern Railroad to a point 45 feet east of the center line of Kostner Avenue and 29 feet northeast of the center line of the northeast tracks of the Chicago and Northwestern Railroad.
- i. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

- j. North Keeler Avenue T. 40 N. -- R. 13 E. Section 15 and 22, 150 feet to the railroad bridge above the existing clearance over North Keeler Avenue beginning at a point 75 feet northwest of the center line of Keeler Avenue and 7 feet northeast of the center line of the northeast track of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 75 feet southeast of the center line of Keeler Avenue and parallel to the track.
- k. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- l. Irving Park Road T. 40 N. -- R. 13 E. Sections 15 and 22, 207 feet to the railroad bridge above the existing clearance over Irving Park Road, beginning at a point 100 feet northwest of the center line of Irving Park and 7 feet northeast of the center line of the northeast track of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 7 feet northeast of the center line of the northeast track of the Chicago and Northwestern Railroad.
- m. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- n. Addison Street T. 40 -- R. 13 E. Section 23, 147 feet to the Railroad Bridge above the existing clearance at Addison Street beginning at a point 73 feet northwest of the center line of Addison and 7 feet northeast of the center line of the northeast Chicago and Northwestern Railroad and attaching to the bridge along to a point 74 feet northeast of the center line of Addison and parallel to the Chicago and Northwestern Railroad.
- o. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- p. Kimball Avenue T. 40 -- R. 13 E. Section 23, 110 feet, 4 feet deep beneath Kimball Avenue beginning at a point 55 feet southwest of the center line of Kimball and 8 feet southwest of the center line of the Chicago and Northwestern Railroad southwest tracks and to a point 55 feet southeast of the center line of Kimball and parallel to the track.

- q. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- r. Kedzie and Belmont Avenues T. 40 N. -- R. 13 E. Sections 23, 24 and 25, 26, 413 feet to the railroad bridges above the existing clearance over Kedzie and Belmont Avenues beginning at a point 60 feet southwest of the center line of Kedzie and 7 feet southwest of the center line of the southwest Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 74 feet southeast of the center line of Belmont and parallel to the track.
- s. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- t. Sacramento Avenue T. 40 N. -- R. 13 E. Section 25, 118 feet to the railroad bridge above the existing clearance over Sacramento Avenue beginning at a point 59 feet southwest of the center line of Sacramento and 7 feet southwest of the center line of the southwest track of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 59 feet southeast of the center line of Sacramento and parallel to the track.
- u. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- v. Francisco and Wellington Avenues T. 40 N. -- R. 13 E. Section 25, around an abandoned underpass southwest of the intersection of North Francisco Avenue and Wellington Avenue and southwest of the Chicago and Northwestern Railroad tracks, beginning at a point 9 feet southwest of the southwest wing wall and 34 feet southwest of the center line of the southwest track of the Chicago and Northwestern Railroad parallel to the tracks to a point 20 feet southeast of the southwest wing wall.
- w. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

- x. North California Avenue T. 40 N. -- R. 13 E. Section 25, 118 feet to the railroad bridge above the existing clearance over North California Avenue beginning at a point 48 feet west of the center line of California and 7 feet southwest of the center line of the southwest Chicago and Northwestern Railroad tracks attaching to the bridge along to a point 70 feet east of the center line of California and parallel to the tracks.
- y. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- z. Diversey Avenue T. 40 N. -- R. 13 E. Section 25, 147 feet, to the railroad bridge above the existing clearance over Diversey Avenue and beginning at a point 73 feet west of the center line of Diversey Avenue and 7 feet southwest of the center line of the southwest Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 74 feet east of the center line of Diversey Avenue 7 feet parallel to the tracks.
- aa. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ab. West Logan Boulevard T. 40 N. -- R. 14 E. Section 30, 157 feet to the railroad bridge above the existing clearance over West Logan Boulevard beginning at a point 78 feet west of the center line of Logan and 10 feet southwest of the center line of the southwest tracks of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 77 feet east of the center line of Logan and parallel to the tracks.
- ac. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ad. Fullerton Avenue T. 40 N. -- R. 14 E. Sections 30 and 31, 153 feet to the railroad bridge above the existing clearance over Fullerton Avenue beginning at a point 76 feet west of the centerline of Fullerton and 7 feet southwest of the center line of the southwest tracks of the Chicago and Northwestern Railroad and attaching to the bridge along to a point

- 77 feet east of the center line of Fullerton and parallel to the tracks.
- ae. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in southerly direction.
 - af. Damen Avenue T. 40 N. -- R. 14 E. Section 31, beginning at a point 52 feet west of the center line of Damen and 7 feet southwest of the center line of the southwest tracks of the Chicago and Northwestern Railroad and attaching to the railroad bridge over Damen Avenue along to a point 52 feet east of the centerline of Damen parallel to the Chicago and Northwestern Railroad tracks.
 - ag. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
 - ah. Webster Avenue T. 40 N. -- R. 14 E. Section 31, 102 feet beginning at a point 51 feet west of the center line of Webster and 7 feet southwest of the center line of the southwest track of the Chicago and Northwestern Railroad to a point 51 feet east of the centerline of Webster and parallel to the track.
 - ai. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
 - aj. West Armitage Avenue T. 40 N. -- R. 14 E. Section 31, 140 feet on top of the railroad bridge above the existing clearance over West Armitage Avenue beginning at a point 70 feet west of the center line of Armitage and southwest of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 70 feet east of the center line of Armitage and parallel to the track.
 - ak. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
 - al. Cortland Street T. 40 N. -- R. 14 E. Sections 31 and 32, 242 feet to the railroad bridge above the existing clearance over Cortland Street beginning at a point 121 feet west of the center line of Cortland and southwest of the center line of the Chicago and

Northwestern Railroad tracks and attaching to the bridge along to a point 121 feet east of the center line of Cortland and parallel to the track.

- am. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in southerly direction.
- an. North Avenue T. 40 N. -- R. 41 E. Section 32 and T. 39 N. -- R. 14 E. Section 5, 82 feet on top of the railroad bridge above the existing clearance over North Avenue beginning at a point 41 feet north of the center line of North Avenue and west of the center line of North Avenue and west of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 41 feet south of the center line of North Avenue and parallel to the tracks.
- ao. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ap. Division Street T. 39 -- R. 14 E. Section 5, 110 feet, on top of the railroad bridge above the existing clearance over Division Street beginning at a point 55 feet north of the center line of Division and 13 feet west of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 55 feet south of the center line of Division and parallel to the tracks.
- aq. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ar. Augusta Boulevard T. 39 N. -- R. 14 E. Section 5, 120 feet on top of the railroad bridge above the existing clearance over Augusta Boulevard beginning at a point 60 feet north of the center line of Augusta Boulevard and 8 feet west of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 60 feet south of the center line of Augusta Boulevard and parallel to the tracks.
- as. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

- at. Racine Avenue T. 39 N. -- R. 14 E. Section 5, 58 feet on top of the railroad bridge above the existing clearance over Racine Avenue beginning at a point 29 feet west of the center line of Racine Avenue and 7 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 29 feet east of the center line of Racine Avenue and parallel to the tracks.
- au. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- av. Elston Avenue T. 39 N. -- R. 14 E. Section 5, 88 feet on top of the railroad bridge above the existing clearance over Elston Avenue beginning at a point 44 feet west of the center line over Elston Avenue and 8 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 44 feet east of the center line of Elston Avenue and parallel to the tracks.
- aw. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ax. May Street T. 39 N. -- R. 14 E. Section 5, 40 feet on top of the railroad bridge above the existing clearance over May Street beginning at a point 20 feet west of the center line of May Street and 8 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 20 feet east of the center line of May Street and parallel to the tracks.
- ay. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- az. Ogden Avenue T. 39 N. -- R. 14 E. Section 5, 112 feet on top of the railroad bridge above the existing clearance over Ogden Avenue beginning at a point 56 feet west of the center line over Ogden Avenue and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 56 feet east of the center line of Ogden Avenue and parallel to the tracks.

- ba. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bb. Sangamon Street T. 39 N. -- R. 14 E. Section 5, 160 feet on top of the railroad bridge above the existing clearance over Sangamon Street beginning at a point 80 feet west of the center line over Sangamon Street and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 80 feet east of the center line of Sangamon Street and parallel to the tracks.
- bc. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bd. Chicago Avenue T. 39 N. -- R. 14 E. Section 5 and 8, 139 feet on top of the railroad bridge above the existing clearance over Chicago Avenue beginning at the point 69 feet west of the center line of the Chicago and Northwestern Railroad tracks attaching to the bridge along to a point 70 feet east of the center line of Chicago Avenue and parallel to the tracks.
- be. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bf. Superior Street T. 39 -- R. 14 E. Section 8, 83 feet to the railroad bridge above the existing clearance over Superior Street beginning at a point 41 feet west of the center line of Superior Street south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 42 feet east of the center line of Superior Street and parallel to the tracks.
- bg. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

- bh. Huron Street T. 39 N. -- R. 14 E. Section 8, 84 feet to the railroad bridge above the existing clearance over Huron Street beginning at a point 42 feet west of the center line of Huron Street and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 42 feet east of the center line of Superior Street and parallel to the tracks.
- bi. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bj. Green Street T. 39 N. -- R. 14 E. Section 5, 120 feet to the railroad bridge above the existing clearance over Green Street beginning at a point 60 feet west of the center line over Green Street and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 60 feet east of the center line of Green Street and parallel to the tracks.
- bk. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bl. Alley between Green and Halsted Streets T. 39 N. -- R. 14 E. Sections 8 and 9, to the railroad bridge above the existing clearance over the alley beginning at a point 18 feet west of the center line over the alley 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 18 feet east of the alley and parallel to the tracks.
- bm. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bn. North Halsted Street T. 39 N. -- R. 14 E. Sections 8 and 9, to the railroad bridge above the existing clearance over Halsted Street beginning at a point 102 feet west of the center line of Halsted Street south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge, along to a point 102 feet east of the center line of Halsted Street and parallel to the tracks.

- bo. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bp. Grand Avenue T. 39 N. -- R. 14 E. Section 9, 190 feet above the existing clearance over Grand Avenue beginning at a point 85 feet west of the center line of Grand Avenue 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 85 feet east of the center line of Grand Avenue and parallel to the tracks.
- bq. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- br. Alley between Grand Avenue and Desplaines Street T. 39 N. -- R. 14 E. Section 9, across a gravel alley, between Grand Avenue and Desplaines Street beginning at a point 40 feet west of the center line over the alley 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and to a point 40 feet east of the center line of the alley and parallel to the tracks.
- bs. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bt. Desplaines Street T. 39 N. -- R. 14 E. Section 9, 320 feet above the existing clearance over Desplaines Street beginning at a point 160 feet west of the center line of Desplaines Street 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 160 feet east of the center line of Desplaines Street and parallel to the tracks.
- bu. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bv. Jefferson Street T. 39 N. -- R. 14 E. Section 9, 84 feet beginning at the west of the right-of-way line of Jefferson Street and 29 feet east, thence south 55 feet to a Western Union manhole in Jefferson Street.

- bw. Grand Avenue T. 39 N. -- R. 14 E. Section 9, under and across West Grand Avenue, a distance of 71 feet, due east of Halsted Street and due north of Hubbard Street and thence continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

Total Railroad Footage in Public Ways: 4,858 Feet.

Location: Outside of Downtown Business Area.

II. Leased Footage. An Existing Telecommunications System Leased From Or Otherwise Provided By ('Leased') Western Union-ATS ('ATS') Within A Conduit System Owned By ATS Running In/Under The Public Ways Of The City As Described Below:

North -- South Streets

1. From a point 100 feet north of the center line of Kinzie Street at Clinton Street continuing south on Clinton to a point 100 feet south of the center line of Polk Street.

Total footage approximately 6,365 feet.

2. From a point 100 feet north of the center line of Madison Street at Canal Street continuing south on Canal Street to a point 100 feet south of the center line of Monroe Street.

Total footage approximately 641 feet.

3. From a point 100 feet north of the center line of Haddock Place at LaSalle Street continuing south on LaSalle Street to a point 100 feet south of the center line of Harrison Street.

Total footage approximately 4,667 feet.

4. From a point 100 feet north of South Water Street at Garland Court continuing south on Garland Court to a point 100 feet south of Haddock Place.

Total footage approximately 300 feet.

5. From a point 100 feet north of South Water Street at Beaubien Court continuing south on Beaubien Court to a point 100 feet south of the center line of Randolph Street.

Total footage approximately 875 feet.

East -- West Streets

6. From a point 100 feet east of the center line of LaSalle Street at Washington Street continuing west on Washington Street to a point 100 feet west of the center line of Clinton Street.

Total footage approximately 2,662 feet.

7. From a point 100 feet east of the center line of Canal Street at Monroe Street continuing west on Monroe Street to a point 100 feet west of the center line of Clinton Street.

Total footage approximately 607 feet.

8. From a point 100 feet east of the center line of Clark Street at Harrison Street continuing west on Harrison Street to a point 100 feet west of the centerline of Clinton Street.

Total footage approximately 4,234 feet.

9. From a point 100 feet west of the center line of LaSalle Street at Haddock Place continuing east on Haddock Place to a point 100 feet east of the center line of Garland Court.

Total footage approximately 2,178 feet.

10. From a point 100 feet west of Garland Court at South Water Street to a point 100 feet east of the center line of Beaubien Street.

Total footage approximately 565 feet.

11. From a point 100 feet east of the center line of LaSalle Street continuing west on Van Buren Street to a point 100 feet west of the center line of Sherman Street.

Total footage approximately 491 feet.

Total Leased Footage in Public Ways:	23,585
Total Footage in Western Union Conduit:	23,585
Mileage:	4.47

Location: All in Downtown Business Area

D. Locations Subject to Change. The exact locations of each component of Grantee's Telecommunications System (both Original Footage and Expansion Footage) not already installed as described in Part A and Part B shall be presented to and reviewed by the Director of the Department of Revenue and the Commissioner of the Department of Transportation on an on-going basis prior to construction as Grantee files for construction permits and constructs its Telecommunications System, and, subject to the requirements of the Agreement, construction permits shall be issued by the Department of Transportation specifying the exact locations of Grantee's Telecommunications System.

The component system described in Parts A and B represent the most current plans and expectations for the development of the Grantee's Telecommunications System in Chicago. However, due to uncertain and changing market conditions, the timing of construction and actual locations for the component system may differ from those specifically described above."

Section 9. Section 6.1(E) of the Teleport Agreement provides that Grantee shall have a surety bond in favor of the City to secure

performance of all obligations of Grantee and to insure the cost of removal, relocation or abandonment of Grantee's Telecommunications System at any time the City determines the need for such removal. Upon the Amendment No. 2 Effective Date and on each January thereafter, Grantee shall increase the amount of such bond or provide a replacement bond satisfactory to the City of not less than the estimated Minimum Annual Fee as calculated in Sections 5 and 6 of this Amendment No. 2. All other provisions of Section 6 of the Teleport Agreement related to surety bonds remain applicable.

Section 10. Pursuant to Section 6.5 of the Teleport Agreement, the amounts of the insurance policies are subject to reasonable increase upon sixty (60) days notice from the City's Risk Management office that such amounts need to be increased to ensure the City adequate protection.

Section 11. Commencing on the Amendment No. 2 Effective Date, throughout the Teleport Agreement, including Exhibits and Attachments, the term "Agreement" shall mean the Teleport Agreement as amended by this Amendment No. 2. All terms and conditions of the Teleport Agreement not modified by this Amendment No. 2 shall remain in full force and effect.

Section 12. Notwithstanding Teleport's authorization to acquire Dignet's Existing System as of July 1, 1993 pursuant to Section 4 of this Amendment No. 2 nothing in this Amendment No. 2 shall effectuate or result in the termination of the Dignet Agreement. It is understood by Teleport that termination of the Dignet Agreement and all obligations thereunder shall only occur pursuant to and in compliance with the provisions of Section 10.4 of the Dignet Agreement.

Section 13. No member of the governing body of the City and no other official, officer, agent or employee of the City is employed by Grantee or has a financial or economic interest directly or indirectly in the Teleport Agreement or any subcontract resulting therefrom or in the privileges to be granted hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156). No payment, gratuity or offer of employment shall be made in connection with the Teleport Agreement by or on behalf of any subcontractors to the Grantee or higher tier subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order. Any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

Section 14. Grantee has executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") attached to this Amendment No. 2 as Attachment 1 and incorporated herein by reference.

Grantee understands and acknowledges that the City may declare a default and terminate all existing contracts, including repeal of the

Ordinance, with Grantee if the Grantee violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (i) a violation of the certifications contained in the Affidavit; (ii) the concealment of an existing contractual relationship or entering into a contractual relationship with (a) South Africa, (b) a South African business or (c) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa; and (iii) the sale to the City of goods principally manufactured, produced, assembled, grown or mined in South Africa. This right of termination is supplemental to any other remedy which the City may have under the Teleport Agreement at law or in equity, and shall entitle the City to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy.

Further, Grantee 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. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

Section 15. Grantee represents that neither it nor, to the best of its knowledge, its subcontractors, are in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago. In connection herewith, Grantee has executed the applicable Certifications required under the Illinois Criminal Code, Ill. Rev. Stat. Ch. 38, § 33E-11 (1989) as amended, and under the Illinois Municipal Code, Ill. Rev. Stat. Ch. 24, § 11-42-1 (1989) (1990 Supp.), as amended, which are attached hereto as Attachment 2 and incorporated by reference as if fully set forth here.

Section 16. It shall be the duty of Grantee, all subcontractors, and all officers, directors, agents, partners, and employees of Grantee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Grantee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Grantee shall inform all its subcontractors of the provisions of Chapter 2-56 and require understanding and compliance therewith.

Section 17. Grantee has provided copies of its latest articles of incorporation and bylaws, its certification of good standing from the office of the Secretary of State of Illinois and a certificate signed by an authorized officer of the Grantee certifying that the Grantee is authorized to do business in the State of Illinois. Grantee has provided the City with the Disclosure of Ownership Interest Affidavit for the Grantee, completed copies of which are attached hereto and incorporated by reference herein as Attachment 3.

Section 18. A new Section 15B shall be added to the Agreement to read as follows:

"Section 15B. M.B.E. And W.B.E. Percentages.

Grantee shall attain no less than a 25 percent (25%) Minority-Owned Business Enterprise (M.B.E.) and a 5 percent (5%) "Women-Owned Business Enterprise (W.B.E.) utilization levels applicable to Grantee's payments to outside contractors and subcontractors in relation to those activities designated hereunder as 'M.W.B.E. Activities' (see the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program, Municipal Code of Chicago, Section 2-92-420, et seq.).

'M.W.B.E. Activities' are, within the City, cable installation services within buildings and outside buildings for Grantee's Telecommunications System. In addition, Grantee shall expand the scope of M.W.B.E. Activities to include other types of services and products used within the City where reasonable; specifically, Grantee shall review its activities periodically on its own initiative and with the City on the Adjustment Dates to determine if other activities should be treated as M.W.B.E. Activities, and Grantee shall add to the list of M.W.B.E. Activities if (1) the M.B.E. and the W.B.E. percentages stated in this Section 15B are reasonably attainable on commercially reasonable terms in the ordinary course of business for the specific activity under consideration, and (2) Grantee's competitors use similar practices with regard to suppliers of such activities.

Grantee shall furnish to the City a report detailing its compliance with this provision on each Adjustment Date for the cumulative period since the last Adjustment Date (or, in the case of the December 1, 1995 Adjustment Date, for the period since January 1, 1994). If a report shows noncompliance with the M.B.E. and the W.B.E. percentages, the City shall provide Grantee with notice of noncompliance and the Grantee shall use its best efforts to cure the noncompliance over a reasonable period following the notice."

In Witness Whereof, The City has caused this Amendment No. 2 to be duly executed in its name and behalf as of the date first written by its Director of Revenue and its seal to be hereunto duly affixed and attested by its City Clerk, and the Grantee has signed and sealed the same on or as of the day and year first written:

City of Chicago

By: _____

Title: Director of Revenue

Reviewed As To Form And
Legality:

Assistant Corporation Counsel

Attest:

Teleport Communications Chicago,
Inc.

By: _____

By: _____

Title: _____

Title: President

Attachments 1, 2 and 3 to this Exhibit "A" read as follows:

Attachment 1.

Anti-Apartheid Affidavit.

(Professional Services Contracts)

Specification No. _____

Contract No. _____

Purpose Of Affidavit.

Each Contractor with whom the City enters into a contract for professional services must complete this affidavit of compliance with the Chicago Anti-Apartheid Ordinance, Chapter 3-68 of the Municipal Code. Certain terms used in this affidavit 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 order to assure the accuracy of this affidavit, refer to the ordinance and regulations when completing this affidavit. Copies of the ordinance and regulations may be obtained in the offices of the City's Purchasing Agent or Comptroller.

Instructions.

Indicate which set of the Certifications below is true by having the authorized representative of the Contractor sign his/her initials in the appropriate bracket. Even if the Contractor is unable to certify that one of the sets of statements is true, the Contractor may qualify for a waiver. See §3-68-096 of the Anti-Apartheid Ordinance.

Certifications.

Initials: ()

1. The Contractor

- (a) has no contracts for professional services, either directly or through any of its subsidiaries with South Africa, any South African business, or any business or corporation for the express purpose of assisting operations in or trading with any private or public entity in South Africa (referred to collectively throughout this affidavit as "Prohibited Contracts");
- (b) and its subsidiaries have not been disqualified from acting as a financial institution for the City of Chicago under the Anti-Apartheid Ordinance;

- (c) and its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

Initials: ()

2. The Contractor

- (a) and its subsidiaries maintain a policy not to enter into additional Prohibited Contracts in the future, and will maintain that policy during the term of the subject contract with the City;
- (b) and its subsidiaries are actively pursuing a program of disengaging from all Prohibited Contracts, and will complete their disengagement within one year from the date of this affidavit (See Regulations, §5.1(a) and (b), and attach required information);
- (c) will report on a quarterly basis concerning the status of the disengagement program, to the Purchasing Agent and the head of any city department or agency with which the Contractor enters into a professional services contract;
- (d) and its subsidiaries have not been disqualified from acting as a financial institution for the City of Chicago under the Anti-Apartheid Ordinance; and
- (e) and its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

Verification.

Under penalty of perjury, I certify that I am the _____ of
Title (Type or Print)

_____, that I am authorized by the Contractor to
(Type or Print Name of Contractor)

execute this affidavit in its behalf, that I have personal knowledge of the
certifications made in this affidavit and that the same are true.

Signature of Owner or Authorized
Officer

Name (Type or Print)

State of _____

County of _____

Subscribed and sworn to before me this
_____ day of _____, 19 ____.

Notary Public Signature

My commission expires: _____.

Attachment 2.

Specification: _____

Certification.

The undersigned _____,
(Name)

as _____ and on behalf of _____
(Title) *("Contractor")

having been duly sworn under oath certifies that:

Section I.

Contractor Certification.

A. 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 three years prior to the date of award of the subcontract:

- 1) Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of

* Each Joint Venture Partner must submit a completed Certification Affidavit.

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

- 2) 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
- 3) Made an admission of guilt of such conduct described in A (1) and (2) above which is a matter of record but has not been prosecuted for such conduct.

B. 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., 1989, 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 response.

C. 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., 1989, 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.

D. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General".

Section II.

Subcontractor Certification.

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 IA (1) or (2) 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 IA (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated 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 IA (1) or (2) 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 IA (1) or (2) 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 II, (A) and (B) 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 2-92-320 of the Chicago Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

Section III.

State Tax Delinquencies.

* (In completing this Section III, mark the box and place your initials in the appropriate subsection)

- () A. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Initials: _____

- () B. 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.

Initials: _____

- () C. 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 A and B of this Section III, above ⁵.

Initials: _____

* Before signing, mark and initial the appropriate box in Section III.

Section IV.

Punishment.

A Contractor who makes a false statement, material to Section IB 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.

Section V.

Incorporation Into Contract.

This certification shall become part of any contract awarded to the Contractor pursuant to the specifications set forth on page 1 of this certification.

Name of Contractor

Signature of Authorized Officer

Title (Print or Type)

State of _____

County of _____

Signed and sworn to before me this ____ day of
 _____, 19__ by _____ (Name)
 as _____ (Title) of _____ (Contractor).

 Notary Public Signature

My commission expires: _____

Notes 1 -- 5.

1. In accordance with Chapter 2-92-320 of the City of Chicago Municipal Code, 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 2-92-320 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, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in 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 I 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 would 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., 1989, Ch. 38, §33E-3.

4. For purposes of Section I 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., 1989, Ch. 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.

Attachment 3.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. Notwithstanding, the Corporation

Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder or selected proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "None". Note: The person preparing Section I, II, III, IV or V of this statement must sign the bottom of Page 3 before a Notary Public.

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Bidder/Proposer is a (check one):

- Corporation Sole Proprietor Partnership
- Not-for-Profit Corporation Joint Venture* Other

Section I.

For Profit Corporations.

- 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)
_____	_____	_____	_____

*Each Joint Venture Partner must submit a completed Disclosure of Ownership Interests.

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 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. The corporation is owned partially or completely by one or more other corporations: Yes [] No []

If "yes", submit a Disclosure of Ownership Interests form 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.

Section III.

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 [] If No, complete items b and c of this Section III.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest:

Name(s) Of Principal(s) (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

Section IV.

*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.

Section V.

Not-For-Profit Corporations.

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 (List Names and Titles or Attach List): Names of all Directors of Corporation (List Names and Titles or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Pursuant to Chapters 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, the Corporation Counsel of the City of Chicago may require any such additional information from any entity to achieve full disclosure relevant to the contract. Pursuant to Chapter 2-92-010, 2-92-020 of the Municipal Code of the City of Chicago, 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.

State of _____)
) SS:
 County of _____)

This undersigned having been duly sworn, states that (he) or (she) is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules is true and complete to the best of (his) or (her) knowledge, and that the applicant has withheld no disclosure as to economic interest in the undertaking for which this application is made, nor reserved any information, date or plan as to the intended use or purpose for which it seeks action by the City.

By: _____
 (Signature of Person Making
 Statement)

 Name of Person Making
 Statement (Print or Type)

 (Title)

Subscribed to before me, this _____
day of _____ A.D., 19__.

Notary Public Signature

AMENDMENT OF TITLE 2, CHAPTER 112, SECTION 090
OF MUNICIPAL CODE OF CHICAGO REGARDING
INDEMNIFICATION OF CERTAIN CONTRACTUAL
HEALTH CARE PROFESSIONALS.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of Chapter 2-112 of the Municipal Code of the City of Chicago concerning the Department of Health, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 2-112 of the Municipal Code, the City of Chicago currently indemnifies volunteer health professionals acting under the direction of the Commissioner of Health; and

WHEREAS, Such indemnification ensures that the Board of Health is better equipped to fulfill its important functions relating to public health in the City of Chicago; and

WHEREAS, The indemnification provisions should be expanded, on a limited basis, to ensure that certain health professionals who provide contractual services under the direction of the Commissioner of Health will continue to provide such services; now, therefore,

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

SECTION 1. Section 2-112-090 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

2-112-090 Members Held Harmless For Official Acts.

The members of the Board of Health, the Commissioner of Health and any employee acting under the Commissioner's direction, shall be held harmless for any official act performed in accordance with and under the authority of this [ordinance] *chapter*.

The City of Chicago shall represent and pay all costs, fees, settlements or verdicts associated with any claim or lawsuit filed against a volunteer health professional acting under the Commissioner's direction, *or against a physician or dentist acting under the Commissioner's direction pursuant to a contract*, if the claim or lawsuit arises out of duties associated with the Department of Health and within the scope of those duties. *However, the City of Chicago shall not pay any costs, fees, settlements or verdicts*

associated with a claim or lawsuit filed against a physician or dentist acting under the direction of the Commissioner of Health pursuant to a contract if the incident upon which the claim or lawsuit is based occurred more than ninety days following the date upon which the aforementioned contract was entered into.

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

AUTHORIZATION FOR EXECUTION OF AMENDMENT TO LOAN
AND SECURITY AGREEMENT WITH LOCKWOOD TERRACE
ASSOCIATES FOR PROPERTY AT 52 -- 54 NORTH
LOCKWOOD AVENUE AND 5301 -- 5311
WEST WASHINGTON STREET.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of a loan and security agreement with Lockwood Terrace Associates for property located at 52 -- 54 North Lockwood Avenue and 5301 -- 5311 West Washington 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 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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

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

WHEREAS, The City has programmed \$7,060,000 of Community Development Block Grant funds for its Multi-Family Loan Program (the "Multi-Program") in Program Year XIX, wherein rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City made a loan on March 9, 1984 to Lockwood Terrace Associates Limited Partnership (the "Borrower"), a limited partnership in which People's Reinvestment and Development Effort, an Illinois not-for-profit corporation, and First Chicago Neighborhood Development Corporation are the general partners, in the original principal amount of \$235,000 as described in Exhibit A attached hereto and made a part hereof (the "Original D.O.H. Loan"), for the rehabilitation of the property located at 5301 -- 5311 West Washington Street and 52 -- 54 North Lockwood Avenue, Chicago, Illinois (the "Property"), and which was secured by a second mortgage on the Property (the "Original D.O.H. Mortgage"); and

WHEREAS, Aetna Life Insurance Company ("Aetna") made a loan to the Borrower on November 26, 1984, in the original principal amount of \$375,000 as described in Exhibit A hereto (the "Aetna Loan"), which was secured by a first mortgage on the Property (the "Aetna Mortgage"); and

WHEREAS, The lien of the Original D.O.H. Mortgage was subordinated by the City on November 26, 1984 to the lien of the Aetna Mortgage; and

WHEREAS, The Borrower has requested that the City consent to the refinancing of the Aetna Loan by means of a new loan to the Borrower from Home Savings of America or a lender satisfactory to the Commissioner of D.O.H. (the "Commissioner"), to be secured by a mortgage on the Property (the "New First Mortgage"), and as described in Exhibit A hereto (the "New First Loan") and that the City subordinate the lien of the Original D.O.H. Mortgage to the lien of the New First Mortgage; and

WHEREAS, D.O.H. has preliminarily reviewed and consented to the terms of the New First Loan and to the subordination of the lien of the Original D.O.H. Mortgage to the lien of the New First Mortgage pursuant to the terms and conditions set forth in Exhibit A hereto; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of an additional loan to the Borrower, in an amount not to exceed \$90,514 (the "Loan") for rehabilitation of the Property, to be funded from Multi-Program funds pursuant to the terms and conditions set forth in Exhibit A attached hereto; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The making of the Original D.O.H. Loan to the Borrower and the subordination of the lien of the Original D.O.H. Mortgage to the lien of the Aetna Mortgage are hereby ratified.

SECTION 3. The Commissioner and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan, the terms and program objectives of the Multi-Program and the subordination of the lien of the Original D.O.H. Mortgage to the lien of the New First Mortgage. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan and the subordination of the lien of the Original D.O.H. Mortgage to the lien of the New First Mortgage which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall

control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: Lockwood Terrace Associates Limited Partnership, an Illinois limited partnership (the "Borrower"), of which People's Reinvestment and Development Effort, an Illinois not-for-profit corporation, and First Chicago Neighborhood Development Corporation are the general partners.

Project: Rehabilitation of a building located at 5301 -- 5311 West Washington Street and 52 -- 54 North Lockwood Avenue, Chicago, Illinois (the "Property") and of 18 dwelling units contained therein as one-, two- and three-bedroom units for low- and moderate-income families.

Loan:

Source:	Multi-Program Year XIX.
Amount:	Not to Exceed \$90,514.
Term:	Not to exceed 11 years.
Interest:	Three percent per annum.
Security:	Non-recourse loan; third mortgage on the Property.

Original
D.O.H.
Loan:

Original Amount: \$235,000.

Amount
Outstanding
as of June 1,
1993: \$151,520.

Maturity Date: November 1, 2004.
Interest Rate: Three percent per annum.
Security: Second mortgage on the Property.

**Aetna Loan To
Be Refinanced
With New
First Loan:**

Original
Amount: \$375,000.
Interest: 11.5 percent per annum.
Principal
Amount
Outstanding
as of June 1,
1993: \$306,321.
Source: Aetna Life Insurance Company.
Maturity
Date: November 26, 2004.
Security: First Mortgage on the Property.

**New First
Loan:**

Amount: Not to exceed \$315,621.
Term: 15 years.
Source: Home Savings of America or a lender
satisfactory to the Commissioner.
Interest: Adjustable rate mortgage, not to
exceed 12.3 percent per annum.
Security: First mortgage on the Property.

AUTHORIZATION FOR RESTRUCTURING OF LOAN AND
SECURITY AGREEMENT WITH REZMAR CORPORATION
FOR REHABILITATION OF PROPERTY AT
4611 -- 4617 SOUTH DREXEL
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of a loan and security agreement to Rezmar Corporation for the rehabilitation of the property located at 4611 -- 4617 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 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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

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

WHEREAS, The City Council of the City enacted an ordinance on July 19, 1989, published in the Council Journal of Proceedings of the City for the same date at pages 3288 -- 3290 pursuant to which the City made a loan (the "Loan") through its Department of Housing ("D.O.H.") to Rezmar Corporation, an Illinois corporation (the "Borrower"), in the principal amount of \$629,000, for the rehabilitation of the property located at 4611 -- 4617 South Drexel Avenue, Chicago, Illinois (the "Project"); and

WHEREAS, The Project has met with financial difficulties and the Borrower has requested that D.O.H. restructure the Loan; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the restructuring of the Loan pursuant to the terms and conditions set forth in Exhibit A attached hereto and hereby made a part hereof; now, therefore,

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

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

SECTION 2. The Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the restructuring of the Loan. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the restructuring of the Loan which do not substantially modify the terms described in Exhibit A hereto.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall

be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: Rezmar Corporation, an Illinois corporation.

Project: Rehabilitation of a building located at 4611 -- 4617 South Drexel Avenue (the "Property") and of 44 dwelling units contained therein.

Original D.O.H. Loan:

Source:	Rental Rehabilitation Program.
Amount:	\$629,000.
Term:	300 months.
Maturity date:	August 1, 2015.
Interest rate:	Three percent per annum.
Monthly payment:	\$2,982.79.
Outstanding principal balance:	\$557,535 as of June 3, 1993.
Security:	Junior mortgage on the Property.

Restructuring Terms:

Term:	360 months.
Maturity date:	August 1, 2020.

Interest rate: One percent per annum as of January 1, 1993; and an additional accrual interest rate of two percent per annum as of January 1, 1993, payable only if the Borrower sells the Property or refinances the Project prior to, or within 12 months of, the maturity date of the Loan as restructured, and realizes a profit thereon.

Monthly payment: Payment moratorium retroactive (no payments having been received since December 1992) from January 1, 1993 through June 30, 1994, with interest of one percent per annum to accrue throughout such payment moratorium period; thereafter, monthly payments of \$465, constituting interest only, with a balloon payment of all principal and interest due on the maturity date of the Loan as restructured.

**AUTHORIZATION FOR EXECUTION OF AMENDMENT TO LOAN
AND SECURITY AGREEMENT WITH 33 NORTH LOREL
LIMITED PARTNERSHIP FOR PROPERTY AT
33 -- 35 NORTH LOREL AVENUE.**

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of a loan and security agreement with the 33 North Lorel Limited Partnership for the property located at 33 -- 35 North Lorel 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 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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

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

WHEREAS, The City has programmed \$7,060,000 of Community Development Block Grant funds for its Multi-Family Loan Program (the "Multi-Program") in Program Year XIX, wherein rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low-and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City made two loans on September 1, 1984 to 33 North Lorel Limited Partnership (the "Borrower"), a limited partnership in which

People's Reinvestment and Development Effort, an Illinois not-for-profit corporation, is the general partner, in the aggregate original principal amount of \$100,000 as described in Exhibit A attached hereto and made a part hereof (collectively, the "Original D.O.H. Loan"), for the rehabilitation of the property located at 33 -- 35 North Lorel Avenue, Chicago, Illinois (the "Property"), and both of which loans were secured by a second mortgage on the Property (the "Original D.O.H. Mortgage"); and

WHEREAS, Community Investment Corporation made a loan to the Borrower on September 1, 1984 in the original principal amount of \$170,000 as described in Exhibit A hereto (the "C.I.C. Loan"), which was secured by a first mortgage on the Property (the "C.I.C. Mortgage"); and

WHEREAS, The Borrower has requested that the City consent to the refinancing of the C.I.C. Loan by means of a new loan to the Borrower from Home Savings of America or a lender satisfactory to the Commissioner of D.O.H. (the "Commissioner"), to be secured by a mortgage on the Property (the "New First Mortgage"), and as described in Exhibit A hereto (the "New First Loan") and that the City subordinate the lien of the Original D.O.H. Mortgage to the lien of the new First Mortgage; and

WHEREAS, The Borrower has agreed to restructure the Original D.O.H. Loan so that a portion of the interest payments will be due monthly rather than at the maturity of the Original D.O.H. Loan; and

WHEREAS, D.O.H. has preliminarily reviewed and consented to the terms of the New First Loan and to the subordination of the lien of the Original D.O.H. Mortgage to the lien of the New First Mortgage pursuant to the terms and conditions set forth in Exhibit A hereto; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of an additional loan to the Borrower, in an amount not to exceed \$130,000 (the "Loan") for rehabilitation of the Property, to be funded from Multi-Program funds pursuant to the terms and conditions set forth in Exhibit A attached hereto; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The making of the Original D.O.H. Loan to the Borrower is hereby ratified.

SECTION 3. The Commissioner and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan, the terms and program objectives of the Multi-

Program and the subordination of the lien of the Original D.O.H. Mortgage to the lien of the New First Mortgage. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan and the subordination of the lien of the Original D.O.H. Mortgage to the lien of the New First Mortgage which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: 33 North Lorel Limited Partnership, an Illinois limited partnership (the "Borrower"), of which People's Reinvestment and Development Effort, an Illinois not-for-profit corporation, is the general partner.

Project: Rehabilitation of a building located at 33 -- 35 North Lorel Avenue, Chicago, Illinois (the "Property") and of 13 dwelling units contained therein as one- and two-bedroom units for low- and moderate-income families.

Loan:	Source:	Multi-Program Year XIX.
	Amount:	Not to exceed \$130,000.
	Term:	Not to exceed 16 years.
	Interest:	Zero percent per annum.

Security: Non-recourse loan; third mortgage on the Property.

Original
D.O.H. Loan:

Original amount: \$100,000.

Amount
Outstanding
as of July 1, 1993: \$119,695.

Maturity Date: September 1, 2004.

Interest Rate: Three percent per annum.

Security: Second mortgage on the Property.

C.I.C. Loan To
Be Refinanced
With New
First Loan:

Original Amount: \$170,000.

Interest: Adjustable rate, currently 10.9 percent per annum.

Principal Amount
Outstanding
as of June 1, 1993: \$155,326.

Maturity Date: September 1, 2004.

Security: First mortgage on the Property.

New First
Loan:

Amount: Not to exceed \$163,000.

Term: 15 years.

Source: Home Savings of America or a lender satisfactory to the Commissioner.

Interest: Adjustable rate mortgage, not to exceed 12.3 percent per annum.

Security: First mortgage on the Property.

AUTHORIZATION FOR EXECUTION OF AMENDMENT TO LOAN
AND SECURITY AGREEMENT WITH 5836 WEST
WASHINGTON LIMITED PARTNERSHIP FOR
PROPERTY AT 5836 -- 5838 WEST
WASHINGTON STREET AND
107 -- 111 NORTH
MAYFIELD
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of a loan and security agreement with the 5836 West Washington Limited Partnership for property located at 5836 -- 5838 West Washington Street and 107 -- 111 North Mayfield 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 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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

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

WHEREAS, The City has programmed \$7,060,000 of Community Development Block Grant funds for its Multi-Family Loan Program (the "Multi-Program") in Program Year XIX, wherein rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City made a loan on December 20, 1985 to 5836 West Washington Limited Partnership (the "Borrower"), a limited partnership in which People's Reinvestment and Development Effort, an Illinois not-for-profit corporation (the "General Partner"), is the general partner, in the original principal amount of \$141,000 as described in Exhibit A attached hereto and made a part hereof (the "Original D.O.H. Loan"), for the rehabilitation of the property located at 5836 -- 5838 West Washington Street and 107 -- 111 North Mayfield Avenue, Chicago, Illinois (the "Property"), and which was secured by a mortgage on the Property (the "Original D.O.H. Mortgage"); and

WHEREAS, Aetna Life Insurance Company ("Aetna") made a loan to the Borrower on January 28, 1987, in the original principal amount of \$400,000 as described in Exhibit A hereto (the "Aetna Loan"), which was secured by a first mortgage on the Property (the "Aetna Mortgage"); and

WHEREAS, The lien of the Original D.O.H. Mortgage was subordinated by the City on January 28, 1987 to the lien of the Aetna Mortgage; and

WHEREAS, The Borrower has requested that the City consent to the refinancing of the Aetna Loan by means of a new loan to the Borrower from Home Savings of America or a lender satisfactory to the Commissioner of D.O.H. (the "Commissioner"), to be secured by a mortgage on the Property (the "New First Mortgage"), and as described in Exhibit A hereto (the "New

First Loan") and that the City subordinate the lien of the Original D.O.H. Mortgage to the lien of the New First Mortgage; and

WHEREAS, Approximately \$66,000 of the New First Loan will also be used to reimburse the General Partner for monies it loaned the Borrower to cover operating deficits and debt service payments; and

WHEREAS, D.O.H. has preliminarily reviewed and consented to the terms of the New First Loan and to the subordination of the lien of the Original D.O.H. Mortgage to the lien of the New First Mortgage pursuant to the terms and conditions set forth in Exhibit A hereto; and

WHEREAS, The Borrower and the City have agreed to restructure the Original D.O.H. Loan pursuant to the terms set forth in Exhibit A hereto; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of an additional loan to the Borrower, in an amount not to exceed \$44,440 (the "Loan") for rehabilitation of the Property, to be funded from Multi-Program funds pursuant to the terms and conditions set forth in Exhibit A attached hereto; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The making of the Original D.O.H. Loan to the Borrower and the subordination of the lien of the Original D.O.H. Mortgage to the lien of the Aetna Mortgage are hereby ratified.

SECTION 3. The Commissioner and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan, the terms and program objectives of the Multi-Program, the subordination of the lien of the Original D.O.H. Mortgage to the lien of the New First Mortgage and the restructuring of the Original D.O.H. Loan. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan, the subordination of the lien of the Original D.O.H. Mortgage to the lien securing the New First Mortgage and the restructuring of the Original D.O.H. Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with

the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: 5836 West Washington Limited Partnership, an Illinois limited partnership (the "Borrower"), of which People's Reinvestment and Development Effort, an Illinois not-for-profit corporation, is the sole general partner.

Project: Rehabilitation of a building located at 5836 -- 5838 West Washington Street and 107 -- 111 North Mayfield Avenue, Chicago, Illinois (the "Property") and of 14 dwelling units contained therein as one-, two-, three- and four bedroom units for low- and moderate-income families.

Loan:

Source:	Multi-Program Year XIX.
Amount:	Not to exceed \$44,440.
Term:	Not to exceed 16 years.
Interest:	Zero percent per annum.
Security:	Non-recourse loan; third mortgage on the Property.

Original
D.O.H.

Loan: Original Amount: \$141,000.

Amount
Outstanding
as of June 1,
1993: \$172,175.

Original Term: 16 years.

Interest Rate: Three percent per annum.

Original
Repayment
Terms: All principal and interest deferred
until maturity.

Security: Second mortgage on the Property.

Restructured
Terms Of
Original
D.O.H. Loan:

Principal Amount: \$141,000 plus accrued interest through
the date of the restructuring.

Repayment
Terms: Equal monthly installments of
principal and interest.

Term: The term of the Original D.O.H. Loan
will be extended approximately seven
years to mature concurrent with the
New First Loan.

Aetna Loan To
Be Refinanced
With New
First Loan:

Original Amount: \$400,000.

Interest: 10.5 percent per annum.

Principal Amount
Outstanding
as of June 1,
1993: \$304,572.

Maturity Date: January 28, 2003.

Security: First Mortgage on the Property.

New First
Loan:

Amount:	Not to exceed \$381,306.
Term:	15 years.
Source:	Home Savings of America or a lender satisfactory to the Commissioner.
Interest:	Adjustable rate mortgage, not to exceed 12.3 percent per annum.
Security:	First mortgage on the Property.

AUTHORIZATION FOR RESTRUCTURING OF LOAN AND
SECURITY AGREEMENT WITH THE NEIGHBORHOOD
INSTITUTE FOR PROPERTY AT 7000 -- 7004
SOUTH MERRILL AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of a loan and security agreement with The Neighborhood Institute for property located at 7000 -- 7004 South Merrill 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 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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

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

WHEREAS, The City Council of the City enacted an ordinance dated July 27, 1988, and published in the Journal of Council Proceedings of the City for the same date at pages 15919 -- 15922 (the "Prior Ordinance") which authorized certain loans to be made by the City through its Department of Housing ("D.O.H."), including a loan to The Neighborhood Institute, an Illinois not-for-profit corporation ("T.N.I."), in the principal amount of \$350,000 (the "Loan"), for the rehabilitation of the property located at 7000 -- 7004 South Merrill Avenue, Chicago, Illinois (the "Project"); and

WHEREAS, The City through D.O.H. made the Loan to T.N.I. Development Corporation, an Illinois corporation and a wholly owned subsidiary of T.N.I. (the "Borrower");

WHEREAS, The Project has met with financial difficulties and the Borrower has requested that D.O.H. restructure the Loan; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the restructuring of the Loan to the Borrower, pursuant to the terms and conditions set forth in Exhibit A attached hereto and hereby made a part hereof; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The making of the Loan to the Borrower is hereby ratified.

SECTION 3. The Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the restructuring of the Loan. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the restructuring of the Loan which do not substantially modify the terms described in Exhibit A hereto.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: T.N.I. Development Corporation, an Illinois corporation (the "Borrower").

Project: Rehabilitation of 16 dwelling units in a building located at 7000 -- 7004 South Merrill Avenue, Chicago, Illinois (the "Property") for low- and moderate-income families.

Original
Principal
Amount
Of Loan: \$350,000 (the "Loan").

**Outstanding
Loan****Balance:** \$334,879.75 as of June 1, 1993.**Security:** Third mortgage on the Property.**Original
Interest Rate:** One percent per annum.**Original
Terms:** Equal monthly payments of principal of \$1,125.74. All outstanding principal and interest due in a balloon payment on April 1, 2001 (the "Maturity Date").**Restructured
Interest Rate:** 1.79 percent per annum.**Restructured
Terms:** Payment of \$500 per month representing delinquent interest payments from March 1991 through the date of the restructuring which will be due on the date of the restructuring of the Loan. Thereafter, equal monthly payments of interest only in the amount of \$500.00. All outstanding principal and interest due in a balloon payment on the Maturity Date.

**AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH HOWARD APARTMENTS LIMITED
PARTNERSHIP FOR REHABILITATION OF
PROPERTY AT 1567 -- 1569 NORTH
HOYNE AVENUE.**

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with the Howard Apartments Limited Partnership for the rehabilitation of apartments located at 1567 -- 1569 North Hoyne Avenue, in the amount of \$1,402,664, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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

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

WHEREAS, The City has programmed \$7,060,000 of Community Development Block Grant funds for its Multi-Family Loan Program (the "Multi-Program") in Program Year XIX, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City has programmed \$500,000 of Community Development Block Grant funds for its Single Room Occupancy Program (the "S.R.O. Program") in Program Year XVIII, wherein acquisition, construction and rehabilitation loans are made available to owners of single room occupancy housing for low-income persons, and the S.R.O. Program is administered by D.O.H.; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Howard Apartments Limited Partnership, an Illinois limited partnership (the "Borrower"), of which Rockwell Community Development, Inc., an Illinois not-for-profit corporation, is the sole general partner (the "General Partner"), in an amount not to exceed \$1,402,664 (the "Loan"), to be funded by \$1,336,544 in Multi-Program funds and \$66,120 in S.R.O. Program funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Borrower expects to reduce the rents to be charged on the Property (as defined on Exhibit A hereto) by using approximately \$945,000 expected to be provided to the Borrower in the form of a rental subsidy from Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation and an affiliate of the General Partner ("Bickerdike"), which funds are expected to be available to Bickerdike pursuant to a certain special purpose grant to Bickerdike in the amount of \$1,350,000 from the United States of America; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner"), and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program and S.R.O. Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper

documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: Howard Apartments Limited Partnership, an Illinois limited partnership, with Rockwell Community Development, Inc., an Illinois not-for-profit corporation, as the sole general partner (the "General Partner").

Project: Rehabilitation of a building located at 1567 -- 1569 North Hoyne Avenue (the "Property") and of 49 dwelling units contained therein as studio and one-bedroom units for low- and moderate-income persons.

Loan:	Source:	Multi-Program Year XIX.
	Amount:	Not to exceed \$1,336,544.
	Source:	S.R.O. Program Year XVIII.
	Amount:	Not to exceed \$66,120.
	Term:	Not to exceed 42 years.
	Interest:	Zero percent per annum.
	Security:	Non-recourse loan; first mortgage on the Property.

**Additional
Financing:**

1. Amount: \$500,000.
Term: 40 years.
Source: Illinois Housing Development Authority.
Interest: Zero percent per annum.
Security: Second mortgage on the Property.

2. Tax Credit Proceeds: Approximately \$1,092,517.
Source: To be derived from the syndication by the General Partner of \$180,488 Low-Income Housing Tax Credit Allocation by the City, and from approximately \$454,698 in Historic Rehabilitation Tax Credits available under the Internal Revenue Code.

3. Equity: \$100.
Source: General Partner.

**Total Project
Costs:**

Approximately \$2,995,281.

**AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH NEAR WEST SIDE COMMUNITY
DEVELOPMENT CORPORATION, INC. FOR
PROPERTY AT 2137 -- 2145 WEST
ADAMS STREET.**

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with the Near West Side Community Development Corporation, Inc. for the property located at 2137 -- 2145 West Adams Street, in the amount of \$1,133,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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

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

WHEREAS, The City has programmed \$4,000,000 of Community Development Block Grant funds for use by the Department of Housing ("D.O.H.") in connection with the Strategic Neighborhood Action Program ("S.N.A.P.") in Program Year XVIII, wherein acquisition, new construction and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Near West Side Community Development Corporation, Inc. (the "Borrower") for the construction of a 15-unit apartment building (the "Project"), in an amount not to exceed \$1,133,000 (the "Loan") to be funded from S.N.A.P. funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The City is the owner of the land on which the Project will be located and upon approval of the City Council of the City, the City will transfer the land to the Borrower for One Dollar per lot; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of S.N.A.P.. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: Near West Side Community Development Corporation, Inc., an Illinois not-for-profit corporation (the "Borrower").

Project: Acquisition of land and new construction of a building located at 2137 -- 2145 West Adams Street, Chicago, Illinois (the "Property") and of 15 dwelling units contained therein as three-bedroom units for low- and moderate-income families.

Loan:

Source:	S.N.A.P., Year XVIII.
Amount:	Not to exceed \$1,133,000.
Term:	Not to exceed 32 years.
Interest:	Zero percent per annum.
Security:	Non-recourse loan; second mortgage on the Property.

Additional Financing:

1. Amount:	\$180,000.
Term:	30 years.
Source:	LaSalle National Bank.
Interest:	Adjustable rate, not to exceed 12.375 percent per annum.
Security:	First mortgage on the Property.

2. Amount: \$61,300.
Source: Borrower shall invest a portion of its developer's fee from the Project.
3. Amount: \$180,000.
Term: 30 years.
Source: Chicago Low-Income Housing Trust Fund.
Interest: Zero percent per annum.
Security: Third mortgage on the Property.

Total Project
Costs: \$1,554,300.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH LOUIS B. AND WANDA G. MARTIN
FOR REHABILITATION OF PROPERTY AT
4420 -- 4424 SOUTH MICHIGAN
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with Louis and Wanda Martin for the rehabilitation of the property located at 4420 -- 4424 South Michigan Avenue, in the amount of \$832,632, 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 proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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

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

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq. authorizing, inter alia, the HOME Investment Partnership Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds ("HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City has received an allocation from H.U.D. in the amount of \$40,364,000 of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Louis B. Martin and Wanda G. Martin (collectively, the "Borrower"), in an amount not to exceed \$832,632 (the "Loan"), to be funded from HOME Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The City Council of the City previously adopted an ordinance on June 22, 1988, published in the Journal of Council Proceedings of the same date at pages 14486 -- 14491, which authorized a loan in the amount of \$463,002 from D.O.H. to the Borrower to rehabilitate the building located at 4352 -- 4358 South Indiana Avenue, Chicago, Illinois ("Prior Loan 1"), which loan was subsequently closed; and

WHEREAS, The City Council of the City previously adopted an ordinance on April 25, 1990, published in the Journal of Council Proceedings of the same date at pages 14699 -- 14701, which authorized a loan in the amount of \$235,540 to the Borrower to rehabilitate the building located at 4400 -- 4402 South Indiana Avenue, Chicago, Illinois ("Prior Loan 2"), which loan was subsequently closed; and

WHEREAS, The repayment terms of Prior Loan 1 were subsequently modified to adjust for certain unexpected tax assessments by decreasing the interest rate from three (3) percent to one (1) percent, reducing the monthly repayment from \$2,567.80 to \$1,844.51, forgiving interest payable and deferring principal payable for 20 months from November 1, 1991 through June 30, 1993 and extending the maturity date of the loan for five (5) years (the "Modification of Prior Loan 1") and

WHEREAS, The repayment terms of Prior Loan 2 were subsequently modified in anticipation of an increased tax assessment by decreasing the interest rate from three (3) percent to one and one-half (1½) percent, reducing the monthly repayment from \$1,116.96 to \$974.68, forgiving interest payable and deferring principal payable for twelve (12) months from November 1, 1991 through October 31, 1992 (the "Modification of Prior Loan 2"); now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Modification of Prior Loan 1 and the Modification of Prior Loan 2 are hereby expressly approved and ratified.

SECTION 3. Upon the approval and availability of the Additional Financing as shown on Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program and in connection with the Modification of Prior Loan 1 and the Modification of Prior Loan 2. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower:	Louis B. Martin and Wanda G. Martin (collectively, the "Borrower").
Project:	Rehabilitation of a building located at 4420 -- 4424 South Michigan Avenue, Chicago, Illinois (the "Property") and of 20 dwelling units contained therein as one- and two-bedroom units for low- and moderate-income families.
Loan:	Source: H.O.M.E. Program.
	Amount: Not to exceed \$832,632.
	Term: Not to exceed 32 years.

Interest: Zero percent per annum.
Security: Non-recourse loan; second mortgage on the Property.

**Additional
Financing:**

1. Amount: \$384,000.
Term: 30 years.
Source: Harris Trust and Savings Bank or a financial institution acceptable to the Commissioner.
Interest: Adjustable rate, not to exceed 12 percent per annum.
Security: First mortgage on the Property.
2. Amount: Approximately \$80,000.
Source: Borrower's in-kind equity contribution of the Property.

**Total Project
Costs:**

Approximately \$1,296,632.

**AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH THE NEIGHBORHOOD INSTITUTE
DEVELOPMENT CORPORATION FOR
REHABILITATION OF PROPERTY
AT 6811 SOUTH PAXTON
AVENUE.**

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with The Neighborhood Institute Development Corporation for rehabilitation of a building at 6811 South Paxton Avenue, in the amount of \$1,440,273, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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

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

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing inter alia, the Home Investment Partnership Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds "HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City has received an allocation from H.U.D. in the amount of \$40,364,000 of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to T.N.I. Development Corporation, an Illinois corporation (the "Borrower"), in an amount not to exceed \$1,440,273 (the "Loan"), to be funded from HOME Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H., (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: T.N.I. Development Corporation, an Illinois corporation.

Project: Rehabilitation of a building located at 6811 South Paxton Avenue (the "Property") and of 28 dwelling units to be contained therein as studio, one-, two- and three-bedroom units for low- and moderate-income households.

Loan:

Source: HOME Program.

Amount: Not to exceed \$1,440,273.

Term: Not to exceed 22 years.

Interest: Zero percent per annum.

Security: Non-recourse loan; second mortgage on the Property.

Additional Financing:

1. **Amount:** \$600,000.

Term: 20 years.

Source: Harris Trust and Savings Bank or a lender acceptable to the Commissioner.

Interest: Adjustable rate, not to exceed 12.75 percent per annum.

Security: First mortgage on the Property.

2. **Amount:** Approximately \$55,410.

Source: Borrower's in-kind contribution of the Property.

Total Project Costs: Approximately \$2,095,683.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH HUMBOLDT PARK RESIDENCE
LIMITED PARTNERSHIP FOR PROPERTY AT
1152 -- 1158 NORTH CHRISTIANA AVENUE
AND 3339 -- 3341 WEST DIVISION
STREET.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with the Humboldt Park Residence Limited Partnership for the property located at 1152 -- 1158 North Christiana Avenue and 3339 -- 3341 West Division Street, in the amount of \$1,752,410, 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 members of the committee, with one (1) dissenting vote cast by Alderman Suarez.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

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

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

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing inter alia, the Home Investment Partnership Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds ("HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City has received an allocation from H.U.D. in the amount of \$40,364,000 of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Humboldt Park Residence Limited Partnership, an Illinois limited partnership (the "Borrower") of which Tainos Development Corporation, an Illinois corporation and a wholly owned subsidiary of Latin United Community Housing Association, an Illinois not-for-profit corporation, is the sole general partner, in an amount not to exceed \$1,752,410 (the "Loan"), to be funded from HOME Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program. The

Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: Humboldt Park Residence Limited Partnership, an Illinois limited partnership (the "Borrower"), of which Tainos Development Corporation, an Illinois corporation and a wholly-owned subsidiary of Latin United Community Housing Association, an Illinois not-for-profit corporation, is the sole general partner (the "General Partner").

Project: Construction of a building located at 1152 -- 1158 North Christiana Avenue and 3339 -- 3341 West Division Street, Chicago, Illinois 60651 (the "Property") and of 68 dwelling units contained therein as single room occupancy units for low- and moderate-income persons.

Loan:	Source:	HOME Program.
	Amount:	Not to Exceed \$1,752,410.
	Term:	Not to exceed 17 years.
	Interest:	Zero percent per annum.

Security: Non-recourse loan; first mortgage on the Property.

**Additional
Financing:**

1. Amount: \$500,000.
Term: 30 years.
Source: Illinois Housing Development Authority or a financial institution acceptable to the Commissioner.
Interest: Zero percent per annum.
Security: Second mortgage on the Property.
2. Low-Income Housing Tax Credit ("L.I.H.T.C.")
Proceeds: Approximately \$680,000.
Source: To be derived from the syndication by the General Partner of \$132,800 L.I.H.T.C., allocation by the City.
3. Amount: \$250,000.
Source: Borrower's equity contribution, derived from a grant from Mr. Herbert Heyman and Mr. Howard Landau.

**Total Project
Costs:**

Approximately \$3,182,410.

**AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH 41ST & ELLIS LIMITED PARTNERSHIP
FOR REHABILITATION OF PROPERTY AT 4119 -- 4129
SOUTH ELLIS AVENUE/1029 EAST
41ST PLACE.**

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with the 41st & Ellis Limited Partnership for the rehabilitation of a building located at 4119 -- 4129 South Ellis Avenue and 1029 East 41st Place, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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

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

WHEREAS, The City has programmed \$7,060,000 of Community Development Block Grant funds for its Multi-Family Loan Program (the "Multi-Program") in Program Year XIX, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to 41st & Ellis Limited Partnership, an Illinois limited partnership (the "Borrower"), of which Kenwood-Oakland Development Corporation, an Illinois not-for-profit corporation, will be the sole general partner, in an amount not to exceed \$699,308 (the "Loan"), to be funded from Multi-Program funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: 41st & Ellis Limited Partnership, an Illinois limited partnership, of which Kenwood-Oakland Development Corporation, an Illinois not-for-profit corporation, will be the sole general partner (the "General Partner").

Project: Acquisition and rehabilitation of a building located at 4119 -- 4129 South Ellis Avenue/1029 East 41st Place (the "Property") and of 23 dwelling units to be contained therein as two-, three- and four-bedroom units for low- and moderate-income families.

Loan:

Source:	Multi-Program Year XIX.
Amount:	Not to Exceed \$699,308.
Term:	Not to exceed 32 years.
Interest:	Three percent per annum.
Security:	Non-recourse loan; second mortgage on the Property.

Additional Financing:

1. Amount:	\$342,500.
Term:	31 years.
Source:	LaSalle National Bank.
Interest:	Adjustable rate, not to exceed 12.375 percent per annum.
Security:	First mortgage on the Property.

2. Amount: \$175,000.
 Term: 15 years.
 Source: LaSalle National Bank; recoverable grant under the Federal Home Loan Grant Program.
 Interest: Zero percent per annum.
 Security: Third mortgage on the Property.
3. Amount: \$46,000.
 Source: Grant from Illinois Department of Energy and Natural Resources.
4. Low-Income Housing Tax Credit ("L.I.H.T.C.")
 Proceeds: Approximately \$805,598.
 Source: To be derived from the syndication by the General Partner of \$190,000 L.I.H.T.C. allocation by the Illinois Housing Development Authority.
5. Equity: \$100.
 Source: General Partner.

Total Project
 Costs:

Approximately \$2,068,506.

**AUTHORIZATION FOR CORPORATION COUNSEL TO
 ENTER INTO AND EXECUTE SPECIFIED
 SETTLEMENT AGREEMENTS.**

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration five (5) orders authorizing the Corporation Counsel to enter into and execute settlement orders on the following cases:

- a) *Elton Houston, et al. v. Partee, et al.*, 90 C 3342 in the amount of \$440,000;
- b) *John Connon v. City of Chicago*, 88 L 16931 in the amount of \$150,000;
- c) *Michael Dempsey v. Dawn Dow and the City of Chicago*, 87 L 29192 in the amount of \$175,000;
- d) *Fred Rich v. City of Chicago*, 88 L 15523 in the amount of \$250,000;
- e) *John Kelleher v. City of Chicago*, 88 L 9432 in the amount of \$115,000,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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):

Elton Houston, Et Al. v. Partee Et Al.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Elton Houston, et al. v. Partee, et al.*, 90 C 3342, in the amount of \$440,000.

John Connon v. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *John Connon v. City of Chicago*, 88 L 16931, in the amount of \$150,000.

Michael Dempsey v. Dawn Dow And The City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Michael Dempsey v. Dawn Dow and the City of Chicago*, 87 L 29192, in the amount of \$175,000.

Fred Rich v. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Fred Rich v. City of Chicago*, 88 L 15523, in the amount of \$250,000.

John Kelleher v. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *John Kelleher v. City of Chicago*, 88 L 9432, in the amount of \$115,000.

AUTHORIZATION FOR EXECUTION OF COPY CENTER AND
COPY VENDING SERVICES AGREEMENT WITH XEROX
CORPORATION TO PROVIDE PHOTOCOPIERS
AT VARIOUS CITY LIBRARIES.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Mayor to enter into and execute an agreement between the Chicago Public Library and Xerox Corporation to provide for photocopiers to be placed at various public libraries throughout the City, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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"), through the Chicago Public Library (the "Library"), has heretofore and does hereby determine that it is in the City's best interest to enter into an agreement for the installation, operation, management, repair and maintenance of a copy center (the "Copy Center") for the Harold Washington Library Center (the "H.W.L.C.") and certain copy vending services (the "Vending Services") for the H.W.L.C. and the eighty-two (82) branch libraries of the Library (the "Branch Libraries"); and

WHEREAS, In order to conclude such an agreement, the City solicited proposals for the installation, operation, management, repair and maintenance of the Copy Center and the Vending Services pursuant to the City's Request for Qualifications and Proposal (R.F.Q./R.F.P.) for Copy Center and Copy Vending Services, Specification No. B19157601; and

WHEREAS, The City received responses to the R.F.P. from five vendors, including a proposal to the City, dated December 10, 1992 from Xerox Corporation, a New York corporation authorized to do business in the State of Illinois ("Xerox"), and on the basis of the responses submitted, selected Xerox to install, operate, manage, repair and maintain the Copy Center at the H.W.L.C. and the Vending Services at the H.W.L.C. and the Branch Libraries; and

WHEREAS, The City and Xerox desire to enter into an agreement to provide for the installation, operation, management, repair and maintenance of the Copy Center at the H.W.L.C. and Vending Services at the H.W.L.C. and the Branch Libraries and to provide for Xerox to pay the City a portion of the gross revenues derived from the operation of the Copy Center and the Vending Services; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part of this ordinance.

SECTION 2. The Mayor, the City Comptroller and the Acting Purchasing Agent are hereby authorized, subject to the approval of the Acting Commissioner of the Library and subject to approval of form and legality by the Corporation Counsel, to enter into and execute a Copy Center and Copy Vending Services Agreement with Xerox (the "Agreement") in substantially the form attached hereto as Exhibit A.

SECTION 3. The Mayor, the City Comptroller, the Acting Purchasing Agent and the Acting Commissioner of the Library are hereby further authorized to take such actions and execute such other documents as may be necessary to implement the Copy Center and Copy Vending Services program for the Library.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

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

Exhibit "A".

Specification No. B19157601

Contract No. _____

Bates No. 9301111

*Copy Center And Copy Vending
Services Agreement*

Between

Xerox Corporation

And

*City Of Chicago
(The Chicago Public Library).*

Entered Into As Of _____, 1993.

*Copy Center And Copy Vending
Services Agreement.*

This Copy Center and Copy Vending Services Agreement (this "Agreement") is entered into as of this ____ day of _____, 1993 (the "Effective Date"), by and between Xerox Corporation, a New York corporation authorized to do business in the State of Illinois (the "Contractor") and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Chicago Public Library (the "City").

Whereas, The City has determined that it is in the City's best interest to enter into an agreement for the installation, operation, management, repair and maintenance of a copy center (the "Copy Center") for the Harold Washington Library Center (the "Library") and certain vending services (the "Copy Vending Services") for the eighty-two (82) neighborhood libraries (the "Neighborhood Libraries"); and

Whereas, In order to conclude a Copy Center and Copy Vending Services Agreement, the City solicited proposals for the installation, operation, management, repair and maintenance of the Copy Center and the Copy Vending Services pursuant to the City's Request for Qualifications and Proposal (R.F.Q./R.F.P.) for Copy Center and Copy Vending Services, Specification No. B19157601 (the "R.F.P."); and

Whereas, The City received responses to the R.F.P. from five (5) vendors, including a proposal to the City dated December 10, 1992 (the "Proposal") from the Contractor, and on the basis of the responses submitted, selected the Contractor to install, operate, manage, repair and maintain the Copy Center at the Library and the Copy Vending Services at the Neighborhood Libraries; and

Whereas, The Contractor has agreed to install, operate, manage, repair and maintain the Copy Center at the Library and Copy Vending Services at the Neighborhood Libraries; and

Whereas, In consideration for the right to install, operate, manage, repair and maintain the Copy Center at the Library and the Copy Vending Services at the Neighborhood Libraries and to derive revenues therefrom, the Contractor has agreed to make payments and fulfill certain obligations to the City pursuant to this Agreement; and

Whereas, The City and the Contractor have negotiated the terms and conditions pursuant to which the Contractor shall be entitled to install, operate, manage, repair and maintain the Copy Center and the Copy Vending Services; and the Contractor represents it is ready, willing and able to perform under this Agreement to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth here.

Article 2.

Definitions.

In addition to terms defined in the recitals and elsewhere in this Agreement, the following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" shall mean this Copy Center and Copy Vending Services Agreement, including all (Sub)Exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Branch Head" shall mean the City employee at each Neighborhood Library designated by the Commissioner of the Library to serve in such capacity.

"City" shall mean the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois.

"Code" shall mean the Municipal Code of Chicago (1993), as amended from time to time.

"Commissioner of the Library" shall mean the Commissioner or Acting Commissioner of The Chicago Public Library and any representative duly authorized in writing to act on such person's behalf.

"Commissions" shall mean the amounts required to be paid to the City as compensation for the privileges granted under this Agreement, as set forth in Section 1201.

"Contract Documents" shall mean collectively this Agreement including the exhibits and attachments hereto.

"Contractor" shall mean Xerox Corporation, a corporation duly organized and existing under the laws of the State of New York and duly authorized to do business as a foreign corporation under the laws of the State of Illinois, and its successors and assigns as authorized under this Agreement.

"Copy Center" shall mean the equipment, accessories, supplies, personnel and services necessary to carry out the responsibilities of the Contractor under this Agreement with respect to the Copy Center at the Library as further described in (Sub)Exhibit 1 hereto and shall include the professional, productive and reliable installation, operation, management, repair and maintenance of the Copy Center in accordance with this Agreement and as further described in (Sub)Exhibit 1 hereto. Unless otherwise stated in this Agreement, all Copy Machines shall remain the exclusive property of the Contractor.

"Copy Machines" shall mean all copiers, fax machines, printers, microfilm/microfiche readers and cartridge printers, CD ROMs and the ancillary and/or related equipment and supplies, including but not limited to paper, toner, developer, fuser and staples installed at the Copy Center pursuant to this Agreement and as further described in (Sub)Exhibit 1 hereto and all back-up and replacement Copy Machines installed pursuant to this Agreement. Copy Machines requiring a flat, one hundred eighty degree angle to copy a book shall not be acceptable. All Copy Machines shall be rated by the manufacturer at volumes appropriate for the Copy Center's estimated monthly volume. Each Copy Machine shall be identified by a manufacturer's imprinted serial number.

"Copy Vending Services" shall mean the services and supplies including but not limited to paper, toner, developer, fuser and staples, necessary to carry out the responsibilities of the Contractor under this Agreement with respect to copy vending services at the Neighborhood Libraries as further described in (Sub)Exhibit 2 attached hereto, and shall include the installation, operation, management, repair and maintenance of Vending Machines furnished to any location in accordance with this Agreement as further described in (Sub)Exhibit 2 attached hereto, but "Copy Vending Services" shall not include the Copy Center.

"Effective Date" shall mean the date this Agreement is entered into by the City and the Contractor.

"Gross Revenues" shall mean the sum of (1) all amounts collected, billed by and/or due to the Contractor to be paid in cash (including stolen or lost cash), credits or property of any kind or nature arising from or attributable to, directly or indirectly, or in any way derived from, the

Contractor's operation of the Copy Center and the provision of the Copy Vending Services, whether or not such amounts are actually collected; and (2) any other revenues arising from the possession by the Contractor of its rights to provide the Copy Center and Copy Vending Services under this Agreement. Gross Revenues shall be determined without any deduction on account of the cost of furnishing the Copy Center or the Copy Vending Services, the cost of materials used, labor or service costs or any other expense whatever. Gross Revenues shall include taxes billed to or paid by the users of the Copy Center or the Copy Vending Services. No other expenses or allowances shall be deducted from Gross Revenues.

"Library" shall mean the Harold Washington Library Center, 400 South State Street, Chicago, Illinois 60607.

"Location" shall mean the (a) locations in the Neighborhood Libraries at which one or more Vending Machines are installed by the Contractor in accordance with this Agreement; and (b) location of the Copy Center in the Library.

"Neighborhood Libraries" shall mean (a) the 83 neighborhood libraries listed in the schedule of "Neighborhood Libraries", attached hereto as (Sub)Exhibit 3; and (b) such other libraries as shall be designated from time to time in writing by the Commissioner of the Library to the Program Manager of the Contractor.

"Normal Business Days" or "Business Days" shall mean the days on which any Neighborhood Library is open to the public. All reference to "days" herein shall mean calendar days unless Business Days are specified.

"Normal Business Hours" or "Business Hours" shall mean the hours posted as the hours open to the public at each Neighborhood Library for Normal Business Days.

"Program Manager" shall mean, in the case of the City, the City employee designated by the Commissioner of the Library to serve in such capacity, and, in the case of the Contractor, a representative designated by the Center Manager of the Contractor and acceptable to the City, as further described in Section 1101(a).

"Proposal" shall mean the Proposal dated December 10, 1992, submitted by the Contractor to the City in response to the R.F.P..

"Purchasing Agent" shall mean the Purchasing Agent of the City and any representative duly authorized in writing to act on his behalf.

"Risk Management Office" shall mean the Risk Management Office in the Department of Finance of the City which is under the direction of the

City Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Services" shall mean the Copy Center and the Copy Vending Services. "Services" may include the sale of merchandise to the extent the Contractor obtains the prior written consent of the Commissioner of the Library.

"Subcontractor" shall mean any person or entity with whom the Contractor contracts to provide any part of the Services. The term "Subcontractor" also includes subcontractors of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Vending Machines" shall mean all copiers, microfilm/microfiche readers and printers, coin/bill acceptors, magnetic card readers, typewriters and the ancillary and/or related equipment and supplies, including but not limited to paper, toner, developer, fuser and magnetic cards, installed at the Neighborhood Libraries pursuant to this Agreement as further described in (Sub)Exhibit 2 attached hereto and all back-up and replacement Vending Machines installed pursuant to this Agreement. Vending Machines requiring a flat one hundred eighty degree angle to copy a book shall not be acceptable. All Vending Machines chosen for any Location shall be rated by the manufacturer at volumes appropriate for that Location's estimated monthly volume. Each Vending Machine shall be identified by a manufacturer's imprinted serial number. "Vending Machines" shall also include all copiers, readers, typewriters and printers now owned or hereafter acquired or leased by the City, to which the Contractor shall add appropriate vending capabilities as provided herein.

Article 3.

Nature Of The Agreement.

The City grants to the Contractor permission to provide (1) the Copy Center at the Library; and (2) the Copy Vending Services to and for the Neighborhood Libraries as provided in the Contract Documents. The Contractor agrees that its obligation to provide the Copy Center and the Copy Vending Services, including the installation, management, operation, stocking, repair and maintenance of the Copy Center and the Copy Vending Services, shall be at its own expense.

Article 4.

Copy Center And Copy Vending Operations.

Section 401. Convenience.

The Contractor shall take whatever action is reasonably necessary to assure that the City's purposes in entering into this Agreement are satisfied. The Contractor hereby acknowledges that a major goal, objective and purpose of the City in entering into this Agreement is to benefit the City and the users of the Neighborhood Libraries by providing additional convenience to them in the library environment.

Section 402. Scope Of Services.

The Contractor shall perform all necessary services required in connection with and respecting the following:

(a) Copy Center and Copy Vending Services. The Contractor shall be responsible for the installation, management, service, stocking maintenance and repair of the Copy Center, Copy Machines and Vending Machines and shall provide personnel and supervision necessary to operate and maintain the Copy Center, Copy Machines and Vending Machines in a clean, environmentally sound condition, all as further described in (Sub)Exhibits 1 and 2 hereto. The Contractor will make the Copy Center and the Copy Vending Services available for the City and the users of the Neighborhood Libraries at competitive prices during Normal Business Hours; provided, however, that the Contractor may operate the Copy Center during such additional hours as are mutually agreed upon by the parties. All Copy Machines and Vending Machines shall be subject to inspection and approval by the City prior to final installation. At each Location, the Contractor shall provide easy to understand, straightforward, informational signage and operating instructions for the Copy Center and the Vending Machines. All such signage and instructions shall be typeset; no hand written signage or instructions shall be acceptable. All such signage or instructions shall be neatly posted on the front or top of a Copy Machine or Vending Machine and be protected by a clear laminate, or the like, which would facilitate easy cleaning and a neat appearance. The Contractor shall post copyright law signage on all Copy Machines and Vending Machines. All copyright law signage shall be approved by the Commissioner of the Library prior to the posting thereof.

The Copy Machines, Vending Machines, signage and instructions supplied by the Contractor shall be in compliance with all applicable federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons 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, 40 ILCS 25/1, et seq. (1992), and the regulations promulgated thereunder at 71 Ill. Adm. Code, Ch. 1, Sec. 400.110. The Contractor shall, prior to installation of Copy Machines, Vending Machines, signs and instructions, review the City's proposed layout and notify the City in the event that the proposed layout is not in compliance with the above referenced standards.

The Contractor shall furnish and install all consumable supplies required by each Copy Machine and Vending Machine so as to provide uninterrupted service to users. Paper (8½ inches x 11 inches, 8½ inches x 14 inches and 11 inches x 17 inches) shall be supplied by the Contractor. The material content of the paper shall be within the specifications of the Machine manufacturer's recommended paper type. When possible, recycled paper (as determined to be acceptable by the manufacturer) shall be utilized, at no cost to the City. All toner, developer, fuser oil, drums, corona wires, or any other consumable part or supply item, shall be provided by the Contractor as part of the service and at no cost to the City. The responsible Contractor shall maintain an adequate inventory of these items at all times. Storage space shall be made available to the Contractor at each Location, subject to availability of space. The Contractor shall be liable for all supplies stored at any Location.

(b) Reimbursement Funds; Refunds. The Contractor shall make available an adequate amount of funds of not less than \$5.00 per Location designated by the Commissioner of the Library to reimburse Vending Machine users for monetary losses from malfunctions of Vending Machines. The reimbursement fund at each such Location will be replenished on a weekly basis or as necessary to maintain the adequate level of funds.

The Contractor shall provide a reimbursement plan to accommodate the different personnel and logistic variances at each Location. City personnel shall distribute reimbursements to users. At all Locations, the Contractor shall provide users with an explicit explanation of where and how "malfunction reports" and "refund requests" shall be made. Vending Locations shall be fully equipped with refund claim slips ("Refund Slips") and change banks ("Change Banks"), which shall be conveniently located and accessible. The Contractor shall post signs at each Location which direct the public to the Refund Slips and Change Banks. The signs must

be clearly labeled and easy to read and acceptable to the Commissioner of the Library.

(c) Maintenance, Repairs and Replacements. All Copy Machines and Vending Machines shall be regularly serviced by the Contractor throughout the entire term of this Agreement. Maintenance schedules shall be adjusted in accordance with maintenance demands. Access to the Copy Machines and Vending Machines for purposes of maintenance, repair and replacement shall be limited to normal business hours, unless otherwise agreed by the Commissioner of the Library.

The Contractor shall provide personnel and supervision to serve as key operators for the Copy Vending Services provided at the Library. Such key operators shall regularly (a) keep paper cassette trays filled at all times, so as to provide uninterrupted service to a user, for all Locations, as needed, (b) respond to paper jams or other operational problems within four (4) hours from the time that a Branch Head places a service call, (c) install and maintain toner, developer, fuser oil, drums, corona wires or any other consumable part of supply item and (d) clean exterior surfaces. All paper cassette trays shall be locked by the Contractor so that access to the paper in the trays is limited to the Contractor's key operators and Repair Persons.

The Contractor shall be responsible for all Copy Machine and Vending Machine repairs. The Contractor shall provide specific guarantees of a policy procedure and practice for making replacements. If any Copy Machine or Vending Machine is damaged or is inoperable or "Out-of-Order" for any reason whatsoever, the Contractor shall immediately repair such Copy Machine or Vending Machine in a manner acceptable to the Commissioner of the Library. The Contractor hereby agrees to repair and replace Copy Machines and Vending Machines as promptly as possible. All of the Contractor's repair, replacement and maintenance responsibilities shall be fulfilled by local service personnel operating from a local service center. The Contractor must have a qualified repair person ("Repair Person") at the Location of the damaged or inoperable Copy Machine or Vending Machine within four (4) hours of being notified of such damage or inoperability, or within four (4) hours of the time the Contractor should reasonably have been aware of the damage or inoperability, whichever is first; provided, however, that if the Contractor is notified of the damaged or inoperable Copy Machine or Vending Machine or should reasonably have become aware of such damage or inoperability, whichever is first, during non-Business hours, the Contractor shall have four (4) hours after the start of the next Normal Business Day to respond without being in default of its obligations and responsibilities pursuant to this Agreement. Phone numbers for service calls shall be posted in the same manner as signage and instructions as described above. Such numbers shall be to the Contractor's office, answering service, beeper or other alternative method by which the four (4) hour response time can be maintained.

The Contractor shall replace any Copy Machine or Vending Machine that experiences downtime as a result of inherent mechanical problems equal to the greater of four (4) to five (5) hours per week or eight percent (8%) of the time during which such Machine is required under this Agreement to be available for operation (the "Downtime Standard"). Such Machine shall be replaced with a new or rebuilt Machine within one (1) week from the date of notice thereof. Such replacement Machine shall be factory certified as a new or rebuilt Machine. If such downtime is a result of an attachment or accessory, then the attachment or accessory shall be immediately replaced as described above for Machines.

The Repair Person provided by the Contractor must be well-trained (factory trained or other accredited training) and knowledgeable about Copy Machines and Vending Machines (and attachments and accessories thereto) and have the ability to efficiently and effectively repair such Machines and to provide a level of service needed to maintain each Copy Machine and Vending Machine in operation in compliance with this Agreement and the Downtime Standard. The Repair Person shall repair each damaged or inoperable Copy Machine or Vending Machine within a reasonable time following inspection of the damage to the Copy Machine or Vending Machine.

If for any reason the Repair Person is unable to repair the damage to the broken Copy Machine or Vending Machine within a reasonable time, the Contractor must replace the broken Copy Machine or Vending Machine with a new or like new Copy Machine or Vending Machine meeting all the requirements for Copy Machines or Vending Machines set forth in this Agreement. The replacement Copy Machine or Vending Machine must be installed and fully operable within one (1) week of the time the Contractor was notified that the original Copy Machine or Vending Machine was broken or inoperable or the Contractor should reasonably have become aware of the damage or inoperability, whichever occurs first.

If, due to the fault or negligence of the Contractor, the City and/or the public is unable to notify the Contractor that a Copy Machine or Vending Machine is damaged or has become inoperable, the Contractor shall be deemed to have been given notice that a repair needs to be made pursuant to this Section, and the time for responsive action set forth herein shall commence as of the time the Contractor would have had notice in the absence of such fault or negligence.

The Contractor agrees that Repair Persons shall be available during Normal Business Hours to fulfill the Contractor's obligations under this Agreement. The Contractor shall insure that each Repair Person carries a photo identification with the Contractor's logo and operates in a professional manner whenever making a service call to a Location. Every Repair Person shall be properly bonded and insured.

The Contractor shall replace immediately any Copy Machine or Vending Machine when the manufacturer's recommended copy limit for that Machine has been reached. Such limit shall be established by the manufacturer's maintenance manual as the time at which it recommends a rebuild service be performed after a designated number of copies have been made.

All Repair Persons shall first report to the Branch Head at each Neighborhood Library prior to initiating any service work.

The Contractor agrees to provide a Service Report (the "Service Report") to the City regarding the three (3) preceding calendar months not later than the one hundred fifth (105th) day following the execution of this Agreement and not later than the fifteenth (15th) day following the last day of every third (3rd) calendar month thereafter. Each Service Report shall contain the following information for each such three (3) calendar month period: (1) Location, date and time of each service call; (2) Location, date and time of Repair Person's response to each service call; (3) nature of problem relating to each service call; (4) date and time of Repair Person's completion of actions responsive to each service call; (5) number of copies made by the Repair Person in connection with each service call; (6) percentage of Machine downtime; in hours/month, based on total operating hours per month, per Machine and per Location; and (7) total number of labor hours spent servicing all Machines and all Locations.

All Vending Machines except those furnished by the City shall remain the exclusive property of the Contractor.

Any Vending Machine owned by the City shall, at the request of the Commissioner of the Library be replaced by a Vending Machine owned by the Contractor. At the end of the Term of this Agreement, the City shall have the option to purchase any or all of such replacement Vending Machines at the mutually agreed upon price set forth in a buy-out schedule provided by the Contractor as each replacement takes place.

(d) Reports. The Contractor agrees to provide a Commission Detail Report (the "Detail Report") to the City regarding each preceding calendar month (the "Monthly Payment Period"), at no cost, by the fifth (5th) Business Day of each calendar month. Each Detail Report will be in a form approved by the City's Program Manager, will identify the date of the Report and the Monthly Payment Period being reported and will reflect (a) all Gross Revenues earned or accrued by the Contractor during such Monthly Payment Period, (b) the corresponding Revenue Percentage (as defined in Section 1201 below) and Commissions during such Monthly Payment Period and (c) the year-to-date cumulative totals for Gross Revenues and Commissions for each year of the Term of this Agreement. Totals by each Copy Center Service and Vending Machine and by account for each Location collected during such Period and for such year-to-date shall be detailed. Card meter readings shall be included in each Detail

Report indicating the number of magnetic cards sold and the number of re-charges made during the applicable Period and for the year-to-date. The City may divide the Copy Center and Vending Machines into different accounts and receive one Detail Report and Commission check per account. Additional or customized reports shall be provided to the City at no cost to the City upon request of the City's Program Manager. The Detail Report shall be in substantially the form attached hereto as (Sub)Exhibit 4. The Detail Reports shall set forth the activity for the applicable Period and the year-to-date of the Copy Center, each Copy Machine and each Vending Machine and the total dollar and unit volume of every Service provided.

All monthly reports and related records shall be maintained by the Contractor for at least three (3) years, and shall be subject to inspection by the City's Project Manager and audit and other City inspection by the City. Representatives of the City may, at their discretion, examine the reports and records at the offices of the Contractor provided that reasonable notice of an intent to examine the records is provided to the Contractor.

The Contractor will provide each month to the Commissioner of the Library, the Commissioner of the City's Department of Revenue and the City Comptroller, at no cost, the monthly Detail Reports, through mechanized transmission or delivery. A reasonable number of additional reports shall be provided by the Contractor to the City at no extra cost upon request of the City's Program Manager.

(e) Records and Audit. The Contractor shall maintain books and records of the operations of the Copy Center and Vending Machines, including cash and non-cash revenues generated, and unit sales of each service provided on a monthly basis. The books and records shall maintain a separate account for each Copy Machine, Vending Machine and Location. All books and records shall be maintained in a manner consistent with generally accepted accounting principles and practice.

The City reserves the right, by itself or through a third party designated by the Commissioner of the Library, upon ten (10) days' written notice to the Contractor, to audit and review the records serving as the basis for such audit, which records shall be regarded as proprietary and confidential. In the event that the audit ordered by the City properly determines that the compensation paid to the City was underpaid in the prior calendar year by more than five percent (5%), the Contractor shall bear the cost of the City's audit.

(f) Collections. The Contractor shall collect Gross Revenues from the Copy Center and each Vending Machine at least once per week. The Commissioner of the Library may, in his or her discretion, require the Contractor to collect Revenues on a more frequent basis provided that the

increased number of collections is reasonably necessary for the protection of City's interests under this Agreement.

(g) Payment. The City's monthly Commission check representing the City's share of the Gross Revenues generated from the Copy Center and the Copy Vending Services as determined in accordance with Section 1201 of this Agreement shall be presented to the office of the City Comptroller no later than the fifth (5th) Business Day of the calendar month immediately following the month during which the Gross Revenues are generated. The monthly Commission check shall be accompanied by the Detail Report required by Section 402(d) of this Agreement. The Contractor shall provide a copy of the Commission check and Detail Report to the Commissioner of the Library by the fifth (5th) Business Day of each calendar month.

(h) Special Promotions. The Contractor shall create and propose to the City's Program Manager promotions, contests, prizes or award incentives to induce increased Copy Center and Copy Vending Services customer patronage. All programs shall include promotional literature and winner announcements, as appropriate. Upon approval by the City's Program Manager, the Contractor shall implement such proposals. All special promotions are subject to the further provisions set forth in Article 6.

(i) Recycling. All or part of the discarded paper shall be collected at all Locations and recycled as provided in Article 7.

(j) Location of Copy Center and Vending Machines. The Copy Center shall be located in the Library at the location designated by the Commissioner of the Library. The Vending Machines shall be located at the Neighborhood Libraries at the Locations designated from time to time by the City's Program Manager.

When the Commissioner of the Library designates a new Neighborhood Library or the City's Program Manager designates a new Location therein, the Contractor shall evaluate the feasibility of such designation and respond to the Commissioner of the Library and the City's Program Manager on a timely basis, which in no event shall be more than two (2) weeks after the Contractor's receipt of the designation.

As set forth in the definition of Neighborhood Libraries and as set forth in this Section, the City reserves the right to modify the Location of the Copy Center and to modify, cancel or add to the Neighborhood Libraries and the Locations therein. Upon the exercising by the City of such right to add to the Neighborhood Libraries and the Locations therein, the Contractor shall furnish the Copy Machines, Vending Machines and other mandatory accessories required by the City in accordance with the same terms and conditions hereof. Each new Location shall be fitted with such Machines within thirty (30) days of a written request from the

Commissioner of the Library, with a copy of all written correspondence sent to the Purchasing Agent.

Upon the exercising by the City of the right to delete any existing Neighborhood Library or the Locations therein, the Contractor shall discontinue such service within thirty (30) days of written notice from the Commissioner of the Library.

Any relocations from one Location to another or moves to another building, shall be performed by the Contractor at no expense to the City, and keeping the same equipment which was at the original Location. However, if the relocation requires an upgrade to a higher volume Machine, or if additional Machines are required, then the Contractor shall provide new or additional Machines which would meet the needs of the relocation site in accordance with the terms and conditions of this Agreement.

All of the above described changes shall be subject to prior approval by the Commissioner of the Library.

In the event that a City Department other than The Chicago Public Library requires installation of a Vending Machine, then that Department's Location can be fitted with an appropriate Vending Machine and that Location shall be incorporated into this Agreement by modification and approval by the Purchasing Agent.

All modifications, cancellations and additions are subject to the further provisions set forth in Section 901.

Section 403. Profitability.

The City recognizes that certain costs will be incurred by the Contractor as a result of providing the Copy Center and multiple Vending Machine Locations. The Contractor shall have the opportunity to document, and is responsible for documenting, the financial payback for the Copy Center and Vending Machines on a Location-by-Location basis. Although it is the intent of the City not to require unprofitable Locations, the City shall have the absolute right to designate the Copy Center and Vending Machine Locations.

Section 404. Equipment Requirements.

The Contractor shall supply, at its own expense, the Copy Center and all of the Vending Machines and any related equipment required by this Agreement. Except as otherwise provided herein, the Copy Center and all Vending Machines shall be current generation and new or like new and of the highest quality. No modifications done to any Machine shall be

acceptable unless the modification has been approved by the manufacturer in writing. All Copy Machines and Vending Machines that provide services in units must be equipped with non-resettable count meters, to indicate the total number of units from the time each Machine left the factory to current time usage. These meters shall be readable by the appropriate Branch Head. All Vending Machines shall have dollar bill acceptors. All multi-machine Vending Machine Locations shall have dollar bill converters to provide change.

Each Vending Machine shall enable multi-use vending, i.e. be able to accept cash (coins and paper currency), provide change due and accept magnetic cards when copies are to be made.

When cash is deposited into a Vending Machine (the "Vend Box") users shall be able to insert coins in nickel, dime or quarter denominations or paper currency in \$1 and \$5 bill denominations to make single, multiple or repetitive copies, and receive back the appropriate amount of change due after the copying operations have been completed. "Exact Change" shall be signaled to the user if sufficient change is not available from the Machine to be dispensed.

To facilitate multiple copying, the users shall be able to insert multiple coins (or bills), then make copies at the copier's rated speed until the deposited value is depleted. This would eliminate the need to insert coins for every copy made.

Users at the Locations set forth in (Sub)Exhibit 5 shall be able to purchase plastic magnetic cards by inserting coins or paper currency in \$1, \$5 and \$10 bill denominations in a card dispenser. A magnetic card shall be dispensed with an encoded monetary value on it such that, as copies are made, the cash value encoded on the card decreases until the balance on the card reaches zero, or becomes less than the cost of a single copy -- at which time the transaction in progress is suspended. Magnetic cards shall be reusable such that more cash value can be added to the depleted card by re-encoding them using a Magnetic Card Recharger. Cards can be recharged in value no greater than \$100.00. Cards shall have magnetic stripes of high (4,000 oersted) demagnetization resistance. Size of card can be either CR-50 or CR-80.

Each Vending Machine shall be constructed so that the coin Vend Box and the card Vend Box receptacles are neatly integrated with the rest of the Machine cabinetry. Vend Box receptacles shall be able to accept coins and paper currency and provide change due for such coin and paper currency transactions.

The Contractor shall make available forty thousand (40,000) free copies per month, total for all Locations combined, to Neighborhood Library personnel. These copies shall be accounted for separately from the public domain copies made. The Contractor shall make available a separate copy-

counter to the Neighborhood Library personnel which shall enable them to: make copies from the Vending Machines, not have those copies recorded onto the same meter which the public's copies are read from; and have only their copies read. At the end of each month, all of the copies made by Neighborhood Library personnel from all Locations shall be added together to determine the total copies made per month. Any copies made in excess of the 40,000 allotment shall be charged back to the City based on the Actual Cost Per Copy. "Actual Cost Per Copy" shall be defined as:

the sum of the amortized annual cost of all the Vending Machines, plus the annual cost of supplies to operate the Vending Machines, plus the annual maintenance cost to operate the Vending Machines, plus the annual labor cost to operate the Vending Machines. That sum shall be divided by the annual volume of total copies made by the Vending Machines (including Neighborhood Library personnel copies). The resulting figure shall be the Actual Cost Per Copy. However, Actual Cost Per Copy shall not exceed ten cents (\$0.10).

The City reserves the right to increase the 40,000 free copy limit up to fifteen percent (15%) each year. The previous years' figures shall be the new figure by which the next percentage adjustment shall be computed.

The Copy Center and all Vending Machines shall be subject to inspection by the City. The City may reject any Copy Machine or Vending Machine delivered pursuant to this Agreement provided there is a reasonable basis to believe that the rejected Machine would not operate efficiently or satisfy the purposes of this Agreement. Grounds for rejecting a Copy Machine or Vending Machine shall include, but shall under no circumstances be limited to the following: (1) obvious external damage, (2) unattractiveness, (3) the Machine is not a current model, (4) the Machine would not appear to a reasonable person as being "new" or "like-new", (5) the Machine does not comply with any of the requirements set forth in this Agreement, (6) the Machine lacks a non-resettable meter (and is required hereby to have one), (7) the Machine does not meet the highest standard of quality or (8) the Machine does not comply with any applicable federal, state or local law, including without limitation, any accessibility laws.

Section 405. Implementation.

The City recognizes that the complete implementation of the Proposal may take up to six (6) months from the Effective Date. Within five (5) days of the Effective Date, the Contractor shall submit to the Commissioner of the Library a detailed plan (the "Plan") for the complete implementation of the Proposal including but not limited to the installation of the Copy Center and all Vending Machines. The Commissioner of the Library shall have the right, in his or her discretion, to accept or reject the Plan.

Section 406. Pricing.

The prices of all Services shall be as agreed to by the Contractor and the City and initially shall be as set forth in (Sub)Exhibit 6. The City reserves the right to continuously monitor and review the Contractor's pricing schedule and the Commissioner of the Library, on behalf of the City, may, in his or her discretion, request the Contractor to make adjustments in such pricing schedule. The Contractor may not change the prices of any Services without first obtaining the explicit approval, in writing, of the Commissioner of the Library. Any adjustment to the prices of Services shall be as mutually agreed to between the Contractor and the Commissioner of the Library.

Section 407. Confidentiality.

(a) All of the reports, data, findings or information in any form prepared, assembled or encountered by or provided to the Contractor under this Agreement are confidential, and the Contractor agrees that, except as specifically authorized in this Agreement or as may be required by law, the reports, data or information shall not be made available to any other individual or organization, except the City, without the prior written approval of the Commissioner of the Library. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors shall be bound by the confidentiality provisions contained in this Agreement.

(b) The Contractor shall not, and shall not permit any Subcontractor to, issue publicity news releases or grant press interviews and, except as may be required by law during or after the performance of this Agreement, otherwise publicly disseminate any information regarding the Copy Center, Copy Vending Services or this Agreement without the prior written consent of the Commissioner of the Library. The Contractor shall not post any signs, plaques or other identification of its Services at or near the Neighborhood Libraries without the prior approval of the Commissioner of the Library.

(c) In the event the Contractor or Subcontractor is presented with a request for any documents or information by any administrative agency or with a subpoena duces tecum regarding any records, data or documents, the Contractor or such Subcontractor shall immediately give notice to the Commissioner of the Library and to the Corporation Counsel for the City, with the understanding that the City shall have the opportunity to contest such process by any means available to it before such records, data or documents are submitted to a court or other third party, provided, however, that the Contractor or such Subcontractor shall not be obligated to withhold such delivery beyond that time as may be ordered by the Court or administrative agency, unless the subpoena is quashed or the time to produce is otherwise extended.

(d) If the Contractor has executed a separate confidential information non-disclosure agreement with the City in connection with the services, before or in connection with the execution of this Agreement, that non-disclosure agreement is to be attached to this Agreement as a (Sub)Exhibit, and to the extent that the provisions of the separate non-disclosure agreement or this Section 4.07 conflict, the provisions which preserve the greater confidentiality for the City shall control.

Article 5.

Sanitation At Copy Center And Vending Machine Locations.

The Contractor shall be responsible for removing all paper, cardboard and other trash generated by the Copy Center and the Vending Machines including, but not limited to such trash generated during the filling and servicing of the Copy Machines and Vending Machines. All trash shall be removed in a timely fashion and pursuant to a schedule approved by the Commissioner of the Library and the City's Program Manager. The Contractor represents and warrants that at all times it will be willing and ready to take whatever action is reasonably possible to maintain the highest standards of sanitation and cleanliness in the Locations. The Contractor's commitment to the maintenance of a clean and attractive environment in the areas surrounding the Copy Center and the Vending Machines is a material covenant on which the City has relied in concluding this Agreement. Any violation of this Article 5 by the Contractor shall be grounds for the immediate termination of this Agreement by the City. If the City terminates this Agreement because of violation by the Contractor of this Article 5, the City shall have no further obligation to the Contractor and specifically shall not be indebted to the Contractor for any losses the Contractor may incur as a result of the termination of this Agreement pursuant to this Article 5.

Article 6.

Special Promotions.

Wherever and whenever possible, the Contractor shall offer a variety of promotional programs, special events, product give-aways or contests in

connection with the Copy Center and Copy Vending Services that the Contractor will supply pursuant to this Agreement.

All promotions planned for the Locations shall be discussed in advance with and shall be subject to the prior written approval of the City's Program Manager. The Contractor shall advertise such promotions to the maximum extent reasonably possible.

All promotions shall be carried out in a fair manner. Whenever a promotion involves a contest where prizes will be awarded, the Contractor will make every effort to insure that every participant has an equal chance of winning and that no participant will be shown favoritism in any manner whatsoever.

Article 7.

Recycling Requirements.

To the extent any Neighborhood Library participates in the City's "City Sort" recycling program or other recycling program, the Contractor shall be responsible for sorting all paper disposed of in the Copy Center or in any of the Locations (the "Disposed Paper"). All Disposed Paper shall be placed by the Contractor, at its expense, in appropriate recycling containers supplied by the City.

The recycling program set forth herein may be altered, modified or amended at any time by the Commissioner of the Library upon giving the Contractor twenty-four (24) hours notice. The Commissioner of the Library, in his or her sole discretion, may at anytime remove the Contractor from any participation in such recycling program. The Commissioner of the Library, at any time, may request the Contractor to develop a more comprehensive recycling program acceptable to the City. Upon reviewing such a request from the Commissioner of the Library, the Contractor shall prepare a more comprehensive program setting forth all action that the Contractor will undertake to meet the City's recycling goals.

The City shall have the right to inspect the Contractor's recycling operations upon reasonable notice.

Article 8.

Term Of Agreement; Timeliness.

Section 801. Term Of Agreement.

Unless sooner terminated or otherwise extended pursuant to this Agreement, this Agreement shall be for a term of five (5) years beginning on the Effective Date.

Section 802. Timeliness Of Performance.

The Contractor shall provide the Copy Center and the Vending Services to the Locations within the reasonable time limits required from time to time by the Commissioner of the Library. The Contractor acknowledges that sometimes deadlines for installation of Copy Machines and Vending Machines and furnishing the Services are dictated by the requirements of agencies or events outside of the control of the City, that failure by the Contractor to meet these deadlines may result in economic or other losses to the City and that in those circumstances, time is of the essence.

Section 803. No Damages For Delay.

The Contractor agrees that it is not entitled to and shall make no claims against the City for damages, charges, additional costs or hourly fees for any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

Section 804. Agreement Extension Option.

At the request of the Commissioner of the Library, the Purchasing Agent may elect to extend the term of this Agreement for three (3) additional periods of one (1) year each (the "Three Year Period"). Such extensions, if any, shall be upon the same terms and conditions as this original Agreement. However, the Contractor shall have the right to reject an extension of the term of this Agreement if the Contractor notifies the Purchasing Agent of its rejection at least ninety (90) days prior to the expiration of the initial term of this Agreement or any extension thereof and states its unwillingness to agree to an extension under the same terms and conditions.

Section 805. Removal Of Existing Vending Machines.

The City intends to cause the removal of existing Copy Machines, Vending Machines and related equipment from Locations in such a manner and at such times as will permit the Contractor to install the Copy Center and the Vending Machines in the Locations in accordance with the Installation Schedule (as defined in Section 901) and the Plan to be agreed upon as provided in Section 405 of this Agreement. In no event shall the City's failure to cause such removal result in any liability of the City to the Contractor. Such failure shall not relieve the Contractor of any of its obligations and responsibilities under this Agreement except that such failure shall postpone the responsibilities of the Contractor to install the Copy Center and the Vending Machines at Locations where the City has failed to remove existing copy machines, vending machines and related equipment. In such event, the Contractor's responsibilities to install the Copy Center and the Vending Machines at such Locations shall be postponed until the City can cause the removal of such existing copy machines, vending machines and related equipment.

Article 9.

Installation Procedures.

Section 901. Approval Of Specific Locations By The Commissioner Of The Library.

Within five (5) days after the Effective Date, the Contractor shall submit to the Commissioner of the Library for approval a list of the proposed Locations and a schedule setting forth the number of Copy Machines and Vending Machines which shall be installed each month ("Installation Schedule"). The Installation Schedule in the form attached hereto as (Sub)Exhibit 7, shall be deemed effective upon approval by the Commissioner of the Library. Any proposed deviation from the previously approved Plan and the Installation Schedule must also be submitted by the Contractor in a timely manner for approval by the Commissioner of the Library.

Prior to the installation of Copy Machines or Vending Machines at a particular Location, the Contractor shall submit to the Commissioner of the Library for approval a drawing showing the exact proposed position of each Copy Machine or Vending Machine at that Location. (Sub)Exhibit 3 to this Agreement may be amended to add additional Neighborhood Libraries with the prior express written approval of the Commissioner of the Library; provided, however, in no event may any location be added to (Sub)Exhibit 3

if the provision of Services at such location would conflict with any prior arrangements of the City or would otherwise be legally precluded.

Section 902. Installation Procedures.

No Copy Machines, Vending Machines or related facilities may be installed in any of the Locations without prior approval of the Commissioner of the Library and the issuance of the required permits therefor, which permits shall indicate the time, manner and place of installing the Copy Machines or Vending Machines. The Contractor shall submit to the Commissioner of the Library documents which set forth the specifications, standards and procedures for installation of the Copy Center and the Vending Machines. Said specifications, standards and procedures shall be consistent with the highest standards of the copy and vending service industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of persons and property. Said documents shall be submitted to the Commissioner of the Library for review and approval prior to commencement of any installation of the Copy Center or a Vending Machine and shall be modified as said Commissioner may require in the interest of public safety. If at any time it is determined by the City or other governmental authority, in its sole discretion and judgment, that the Copy Center, and Copy Machine, any Vending Machine or any of the Services may be harmful to the health or safety of any person, then the Contractor shall, at its sole cost and expense, promptly correct the harmful situation to the satisfaction of the City or such governmental authority. Correction of the harmful condition may include removal of the Copy Machine, Vending Machine or discontinuation of such Service.

Subject to the provisions of Section 907 hereof, the Contractor shall pay all direct and indirect costs of installing, operating and maintaining the Copy Center and the Vending Machines.

Section 903. Use Of Existing Wiring.

The Contractor shall use existing wiring and other facilities whenever economically and/or technically feasible and shall not construct or install any new, different or additional wiring in the City for the Copy Center or Vending Machines without approval of the City and any other applicable governmental agency. The Contractor shall comply with all applicable safety standards in the installation of the Copy Center and the Vending Machines. All wiring associated with the installation of the Copy Center and the Vending Machines must be installed "out of sight" and be accomplished in such a manner to conform with City requirements. The Contractor is responsible for inspecting all existing wiring associated with the installation of the Copy Center and the Vending Machines and confirming that it is safe and meets applicable requirements of the Code.

Any internal wiring shall be installed by the City or its designated agent at the expense of the City.

Section 904. Duty Of Care.

(a) The Contractor shall at all times exercise all reasonable care to avoid damage to and loss affecting City property, and the property of third parties in connection with the installation and maintenance of the Copy Center and the Vending Machines. The City shall cooperate with and furnish the Contractor with any assistance which the Contractor may reasonably require and which is reasonably within the power of the City to furnish to minimize or prevent any such damage or loss. The Contractor shall obtain the prior written consent of the Commissioner of the Library before proceeding with any installation or maintenance work necessitating cutting into or through any part of a structural element of a City building, including but not limited to girders, beams and concrete ceilings. Such consent by the Commissioner shall not be construed as approval by the City as to the methods used in such installation or maintenance work which may affect structural elements.

(b) The Contractor shall take all reasonable safety precautions and shall comply with all applicable provisions of federal, state and local laws, codes and regulations to prevent accidents or injury to persons on, about or adjacent to any of the Locations where installation work is being performed.

(c) The Contractor shall take all reasonable and appropriate precautions in the performance of the Contractor's installation and maintenance work on, about, under or adjacent to the Locations to protect from damage property that may be displaced or damaged during the performance of this Agreement. The Contractor shall report to the City any damage on, about, under or adjacent to the Locations or other public property or the property of third persons resulting from the Contractor's performance of installation or maintenance work under this Agreement. Substantial or material damage to Locations, other City property, or to the property of third parties due, in whole or in substantial part, to the Contractor's performance of installation or maintenance work under this Agreement shall be the responsibility of the Contractor to repair or replace to a reasonably acceptable standard. Any action by the Contractor in connection with the installation of the Copy Center or Vending Machines under this Agreement shall not interfere with the customary uses of or any specifically permitted or licensed uses of any public areas.

(d) On a daily basis during any installation or maintenance of the Copy Center or a Vending Machine, the Contractor shall clean up and properly dispose of refuse and waste materials in, or under or about the Locations or other City property or the property of third parties resulting from the installation or maintenance work by the Contractor. Upon completion of the

Contractor's installation or maintenance work, the Contractor shall clean up and properly dispose of all refuse, waste and surplus materials resulting from such installation or maintenance work pursuant to this Agreement. Upon the Contractor's failure to commence performance of the tasks described in this section within two (2) business days after receiving notification in writing by the City's Program Manager of the Contractor's failure to do so, the City may arrange to have such work performed by City employees or third parties and may charge to the Contractor the actual, direct cost thereof to the City; provided, however, that any disputes regarding the propriety or amount of such charges shall be subject to the dispute resolution procedures set forth in Section 1102 of this Agreement. The Contractor shall also be responsible for all "housekeeping" chores related to maintenance of the Copy Center and Vending Machines, including enclosures. Such responsibilities shall include maintaining a suitable appearance, general cleaning, removal of common graffiti and repair of enclosure equipment.

Section 905. Other Requirements And Approvals.

Issuance of any required permit by the City as to the installation or maintenance of the Copy Center, a Copy Machine or a Vending Machine pursuant to this Agreement does not waive other applicable requirements of federal or Illinois law or the Code, and the Contractor shall comply with such other requirements.

Section 906. Cooperation.

(a) The City agrees to provide reasonable cooperation and assistance where necessary in order for the Contractor to perform its obligations under this Agreement.

(b) The City shall use reasonable efforts to: (i) secure the cooperation of City personnel so that the Contractor's maintenance and installation work may be done in a timely and efficient manner; (ii) relocate or remove as appropriate and as reasonably necessary items of movable property such as furniture, wall hangings, drapes, carpets, boxes, supplies and any other items that may impede or prevent the timely and efficient completion of the installation or maintenance work; (iii) coordinate any necessary arrangements with other City contractors working in the Locations which may affect the Contractor's performance under this Agreement; and (iv) perform or assist the Contractor in performing such other site preparation requirements as the Commissioner of the Library and the Contractor agree are necessary or desirable for the timely and efficient performance of this Agreement.

Section 907. Electricity; Telephones.

The Contractor, at its expense, shall supply necessary outlets for electricity for the Copy Center and the Vending Machines. The City shall pay all utility costs incurred in connection with supplying electricity to the Copy Center and the Vending Machines. The Contractor shall identify to the City in advance such requirements concerning electricity. Nothing in this Section shall relieve the Contractor from its obligations to pay the costs of installing the Copy Center and the Vending Machines as set forth in Section 902 of this Agreement.

All Copy Machines, Vending Machines, accessories and any unit-to-unit connections shall be U.L. approved. Any electrical outlet configurations which are not currently installed at a Location but which are required by the Contractor's Machine, shall be provided by the Contractor to the City at no extra charge.

The City shall provide one CityNet telephone line at no charge to the Contractor for the Copy Center. The Contractor shall promptly cause to be installed in the Copy Center any additional telephone lines, including a T.D.D. line, at no charge to the City.

Section 908. Installation Standards.

The Contractor shall install, operate and maintain the Copy Center and Vending Machines in accordance with the following standards: (i) applicable requirements of the Code; (ii) applicable written standards of the City's Department of General Services and the City's Department of Buildings; (iii) the standards set forth in the National Electric Code; (iv) requirements of the R.F.P. and the Proposal; (v) applicable manufacturer's specifications; and (vi) the Contractor's standard operating practices and procedures. To the extent that these standards are inconsistent or in conflict, the Commissioner of the Library and the Contractor shall use reasonable efforts to resolve such inconsistencies or conflicts in accordance with this Agreement. The Copy Center and all Vending Machines installed by the Contractor under this Agreement shall also comply with all applicable federal, state and local laws, regulations, decrees, orders and judgments.

Section 909. Licenses And Permits.

The Contractor shall bear responsibility for and, in a timely manner consistent with its obligations under this Agreement, shall secure and maintain at its expense such permits, licenses, authorizations and approvals

as are necessary for the installation, management, operation, repair and maintenance of the Copy Center and Vending Machines and the management and operation of the Copy Center.

Section 910. Schedule Of Installation.

The Contractor shall install the Copy Center and Vending Machines in accordance with the Installation Schedule as set forth in Section 901 of this Agreement.

Section 911. Conduct Of The Contractor's Personnel.

(a) The Contractor shall direct its installation personnel to comply with written security regulations to the City, as furnished by the City from time to time.

(b) The Contractor shall direct its installation personnel never to smoke at any of the Locations.

(c) The Contractor shall directly, or through a designated Subcontractor (which shall be a Subcontractor subject to Section 1411 of this Agreement), superintend all work to be performed by it under this Agreement.

Section 912. Access.

The City's Program Manager and the Contractor's Program Manager shall cooperate in arranging reasonable access and the right to use building amenities for the Contractor's personnel at all Locations as may be required for the purpose of performing under this Agreement. The City is not obligated to provide access at such time and in such locations as the City may determine shall unduly interfere with the public safety or public business. Any dispute over access shall be resolved pursuant to Section 1102 of this Agreement.

Section 913. Inspection.

The City reserves the right to inspect all facilities and equipment related to the Copy Center and the Vending Machines throughout the duration of this Agreement.

*Article 10.**Bond Or Letter Of Credit; Insurance.***Section 1001. Payment And Performance Bond.**

On or prior to the Effective Date, the Contractor shall obtain a bond running to the City, with a good and sufficient corporate surety, approved by the City Comptroller and the City's Corporation Counsel with a minimum amount of One Hundred Fifty Thousand Dollars (\$150,000). Said bond shall be conditioned upon the faithful performance and discharge of the obligations imposed in this Agreement on the Contractor and shall insure the cost of removal of the Copy Center and any or all of the Vending Machines at any time the City determines the need for removal. The bond shall be in substantially the form attached hereto as (Sub)Exhibit 8. The City's right to recover under the bond shall be in addition to any other rights it may have pursuant to this Agreement or under law. Any proceeds recovered under the bond may be used to reimburse the City for loss of payment of amounts to be paid by the Contractor pursuant to this Agreement, and to pay or reimburse the City for such additional expenses as may accrue or be incurred by the City as a result of the Contractor's failure to comply with this Agreement including, but not limited to, attorneys' fees and the costs of any action or proceeding or judgment against the City, the cost of removal of the Copy Center and/or Vending Machines and any auditing costs and fees. For the City to recover from the surety or from the Contractor under this Section for removal of any of the Copy Center and/or any Vending Machines it is not necessary that the City first perform such work. The Commissioner of the Library is hereby authorized to determine the cost of performing said removal and the restoration of the applicable City facilities and his decision as to the amount shall be final and binding.

Section 1002. Letter Of Credit.

In lieu of the bond described in Section 1001, the Contractor may provide the City with a letter of credit in the principal amount of One Hundred Fifty Thousand Dollars (\$150,000) in substantially the form set forth in (Sub)Exhibit 8. Said letter of credit shall be provided for the length of this Agreement and shall provide for the right of the City to draw thereon if terminated prior to the termination date of this Agreement. Said letter of credit shall be used to ensure the faithful performance by the Contractor of all provisions of this Agreement and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over the Contractor's acts or defaults under this Agreement and for payment by the Contractor of any Commissions, penalties, liens, claims and taxes due the City which arise by reason of the installation, operation or maintenance of the Copy Center or the Vending

Machines. Said letter of credit shall provide that upon notice by the City to the issuer thereof that the Contractor has failed to pay to the City any Commissions due the City within the time fixed in this Agreement; or has failed to repay the City within ten (10) days any damages, expenses or costs which the City is compelled to pay by reason of the Contractor's act or omission to act in connection with this Agreement; or has failed after three (3) days notice of such failure to comply with any provisions of this Agreement which the Commissioner of the Library has reasonably determined can be remedied by a draw on the letter of credit, the City may immediately draw up to the amount thereof, with interest and penalties, if any, under the letter of credit. Upon such request for payment, the City shall notify the Contractor of the amount and date thereof. If amounts are drawn under the letter of credit, the Contractor shall take such actions as may be necessary to maintain such letter of credit at the full required amount within three (3) days of notification by the City of its drawing against such letter of credit. The rights reserved to the City under such letter of credit shall be in addition to any rights it may have pursuant to this Agreement or under law.

Section 1003. Qualified Companies.

The bond or the letter of credit called for in this Agreement shall be issued by a company or financial institution authorized to do business in Illinois and satisfactory to the City Comptroller. The bond or the letter of credit shall be in form and substance satisfactory to the Corporation Counsel of the City and if a letter of credit, shall be in the form set forth in (Sub)Exhibit 8.

The bond or letter of credit shall contain a covenant or endorsement of the surety or the issuer of the letter of credit, as the case may be, to provide sixty (60) days written notice by registered mail of such surety's or issuer's intention to terminate, substantially change, or not to renew such bond or letter of credit to both the Corporation Counsel of the City and the Contractor, and the Contractor shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance of a replacement bond or letter of credit prior to the proposed effective date of such termination, substantial change or nonrenewal.

Failure to carry or keep such bond or letter of credit in force throughout the term of this Agreement and any extension thereof shall constitute a material breach of this Agreement. Notwithstanding anything to the contrary, any bond issued in satisfaction of Section 1001 or letter of credit issued in satisfaction of Section 1002 of this Agreement shall provide that termination, nonrenewal or substantial change of such bond or letter of credit shall not become effective until a replacement bond or letter of credit has been approved by the Corporation Counsel of the City and coverage thereunder has begun. Any letter of credit provided to the City in satisfaction of Section 1002 shall provide that, upon notice of termination, nonrenewal or substantial change, the City shall be entitled to draw thereon

ten (10) days prior to the effective date of such termination, nonrenewal or substantial change unless a replacement letter of credit has been approved by the City's Corporation Counsel and delivered to the City prior to such draw date. The City also reserves the right to stop any work related to the carrying out of this Agreement until proper evidence of bond or letter of credit is furnished.

Section 1004. Right To Require Replacement Of Bond Or Letter Of Credit.

If the financial condition of any bonding company or letter of credit issuer issuing a performance bond or letter of credit pursuant to Section 1001 or Section 1002 of this Agreement materially and adversely changes, the City may, at any time, require that such bond or letter of credit be replaced with such other bond or letter of credit consistent with the requirements set forth in this Article.

Section 1005. Alteration.

The Contractor shall not materially change or alter the terms or conditions of the bond or letter of credit referred to herein or replace or cancel said bond or letter of credit without prior approval of the Corporation Counsel of the City.

Section 1006. No Excuse From Performance.

None of the provisions contained herein or in the bond or letter of credit required herein shall be construed to excuse the faithful performance by the Contractor of the terms and conditions of this Agreement or limit the liability of the Contractor under this Agreement for any and all damages in excess of the amounts of such performance bond or letter of credit.

Section 1007. Insurance Coverage.

The Contractor shall procure at the Contractor's sole expense and maintain at all times during the term of this Agreement the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Contractor or by Subcontractors.

The kinds and amounts of insurance required are as follows:

(a) **Worker's Compensation And Occupational Disease Insurance.**

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees of the Contractor and any Subcontractors. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.

(b) **Commercial Liability Insurance (Primary And Umbrella).**

Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operation, independent contractors, broad form property damage and contractual liability coverages are to be included. The City and Tishman Midwest Management Corp. ("Tishman") are to be named as additional insureds.

(c) **Automobile Liability Insurance.**

When any motor vehicles are used in connection with Services to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage. The City and Tishman are to be named as additional insureds.

(d) **Property Insurance.**

The Contractor shall maintain All Risk Property Insurance for the Copy Center, Vending Machines, equipment, fixtures and materials which are furnished by the Contractor pursuant to this Agreement.

The Contractor will 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 coverage to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement.

The 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 the Contractor'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, cancelled or nonrenewed.

The Contractor shall require all Subcontractors to carry the insurance required herein, or the Contractor may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the indemnity provisions of this Agreement.

The City maintains the right to modify, delete, alter or change these insurance requirements.

Article 11.

Program Management And Dispute Resolution.

Section 1101. Program Management.

(a) **Program Manager.** Each of the Parties shall designate in writing a Program Manager (and a designated alternate when the Program Manager is not available) who shall have project management responsibilities for implementing, planning, administrating, provisioning and executing this Agreement, including, but not limited to, installation work.

(b) **Program Management Meetings.** The Parties shall schedule program management meetings that shall be attended by each party's Program Manager and such other of its designated representatives as deemed necessary or desirable by a Party. Such program management meetings shall be held on an "as needed" basis at a time and place agreed upon by the Program Managers. The purposes of the program management meetings will be to monitor the progress of, discuss changes to and resolve disputes arising in connection with this Agreement. All program management meetings may be conducted by conference call. Except as otherwise provided herein, each Party shall bear its own expenses in connection with attending such program management meetings. The Parties agree to provide, whenever reasonably necessary, additional personnel to such program management meetings whose expertise or responsibility are pertinent to the agenda of the meeting.

Section 1102. Dispute Resolution.

(a) The Parties may refer disputes under this Agreement to the Program Managers for resolution. In the event that the Program Managers have not resolved any dispute within twenty (20) days after consideration, either of the Parties may, at any time and by prior written notice to the other Party, request that such dispute be submitted in writing to the Purchasing Agent for a resolution. The Purchasing Agent shall render a written decision, including a detailed explanation thereof, regarding any such dispute within thirty (30) days of submission of a documented request for resolution of the dispute to the Purchasing Agent. Such decision shall be binding on the Parties but shall be subject to the further rights described in Subsection (b) of this Section.

(b) Upon the failure of the Parties to resolve any dispute through the procedures set forth in Subsection (a) of this Section or if a Party shall dispute the decision of the Purchasing Agent as described in this Subsection (b), a Party may seek an appropriate remedy at law or in equity. The Contractor shall continue to perform the Services in accordance with the Purchasing Agent's decision during any period of dispute resolution, including judicial; provided however, that the City may agree in writing to suspend performance as to any Services which would be directly affected by the dispute until such dispute is resolved.

Article 12.

Commissions And Payment Terms.

Section 1201. Commissions.

In exchange for the privilege of installing, maintaining, managing, operating and servicing the Copy Center and the Vending Machines as specified in this Agreement, the Contractor will pay to the City monthly Commissions equal to the following percentages of monthly Gross Revenues (each a "Revenue Percentage"):

(a) For the Copy Center:

Monthly Gross Revenues
Generated

Monthly Commission to City
(% of Monthly Gross Revenues)

\$0 -- \$99,999.99

8%

Monthly Gross Revenues Generated	Monthly Commission to City (% of Monthly Gross Revenues)
\$100,000 -- \$149,999.99	9%
\$150,000 -- \$199,999.99	10%
\$200,000 -- \$249,999.99	12%
\$250,000 and above	14%

(b) For the Copy Vending Services:

Monthly Gross Revenues Generated	Monthly Commission to City (% of Monthly Gross Revenues)
\$0 -- \$99,999.99	8%
\$100,000 -- \$124,999.99	9%
\$125,000 -- \$149,999.99	10%
\$150,000 -- \$199,999.99	12%
\$200,000 and above	14%

The above Revenue Percentages apply to the entire amount of Gross Revenues generated, not just to the Gross Revenues within the range attained. For example, if the Copy Center generates One Hundred Fifteen Thousand Dollars (\$115,000) Gross Revenues in a month, the Contractor shall pay the City nine percent (9%) of One Hundred Fifteen Thousand Dollars (\$115,000) in Commissions for that month; and if the Copy Vending Services generate One Hundred Twenty-nine Thousand Dollars (\$129,000) in a month, the Contractor shall pay the City ten percent (10%) of One Hundred Twenty-nine Thousand Dollars (\$129,000) in Commissions for that month.

The Commissions shall be paid to the City at such times and in accordance with such terms as set forth in Section 402(g) of this Agreement. All Commissions shall be presented to the office of the City Comptroller and deposited by the City Comptroller in the City's general fund. Payments made to any office or officer of the City other than the City Comptroller's office shall not be counted toward the amounts payable by the Contractor under this Agreement.

Section 1202. Material Underpayment Or Nonpayment.

In the event that the audit provided for in Section 402(e) of this Agreement determines that, or it is otherwise determined that, the Contractor made underpayments in any month which exceeded five percent (5%) of the amount due in said month, or in the event that the Contractor fails to make any payments on the date due, the Contractor shall pay, in addition to the amount due the City, interest thereon compounded daily at the rate of one hundred and fifty percent (150%) of the corporate base rate as computed daily by The First National Bank of Chicago. Interest on the entire sum originally due shall accrue from the date on which the original payment should have been made.

Section 1203. Other Fees.

In addition to and unrelated to the payments of the Commissions, the Contractor shall pay all fees of general application necessary to obtain federal, state, local and City licenses, permits and authorizations required for installation, management, maintenance, repair or operation of the Copy Center or Vending Machines, including but not limited to inspection fees required in connection with obtaining electrical wiring permits from the City's Department of Buildings.

The payment by the Contractor to the City of Commissions pursuant to this Agreement shall be in addition to and exclusive of all license fees, utility fees or taxes, and franchise fees or taxes which the Contractor may now or in the future be obligated to pay to the City.

Section 1204. Collections.

The Contractor is responsible for all collections of Gross Revenues and all security as to the Copy Center, Vending Machines and the collection process. Collections of Gross Revenues from the Copy Center and Vending Machines shall be accomplished in a prompt and timely manner and should not interfere with the Copy Center or Vending Machines use and access.

Article 13.

*Events Of Default, Remedies, Termination, Suspension
And Removal Of Equipment.*

Section 1301. Events Of Default Defined.

The following shall constitute events of default under this Agreement:

- (a) Any material misrepresentation made by the Contractor to the City in connection with this Agreement or the Contract Documents;
- (b) The Contractor's material failure to perform any of its obligations under this Agreement, including, but not limited to, the following:
 - (1) Failure to install the Copy Center or Vending Machines or to perform the Services with sufficient personnel and equipment to ensure the performance of the Services and the timely installation of the Copy Center or Vending Machines pursuant to the schedule agreed upon under this Agreement due to a reason or circumstances within the Contractor's reasonable control;
 - (2) Failure to perform the Services in a manner satisfactory to the City or inability to perform the Services satisfactorily as a result of insolvency, filing of bankruptcy or assignment for the benefit of creditors;
 - (3) Discontinuance of the Services for reasons not beyond the Contractor's reasonable control;
 - (4) Failure to collect the Gross Revenues or to pay Commissions in a timely fashion as required by Section 402(g) and Section 1204, respectively, of this Agreement or to file the Detail Reports required by Section 402(d) of this Agreement in a timely fashion;
 - (5) Failure to promptly re-perform, within a reasonable time after rejection, Services that are rejected by the City as unsatisfactory;
 - (6) Failure to comply with any other material term of this Agreement, including, but not limited to, the provisions concerning insurance, payment and performance bond or letter of credit and nondiscrimination;
 - (7) Any other acts specifically and expressly stated in this Agreement as constituting an event of default; and
 - (8) Any change in ownership or control of the Contractor without the prior written approval of the Purchasing Agent, which shall not be unreasonably withheld.

- (c) Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

Section 1302. Remedies.

The occurrence of any event of default which the Contractor has failed to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default or which, if such event of default cannot be reasonably cured within thirty (30) calendar days after notice, the Contractor has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure, may, at the sole option of the City, permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Purchasing Agent, and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes Resolution provisions of this Agreement. Written notification of the default, and any intention of the Purchasing Agent to terminate this Agreement, shall be provided to the Contractor, and such decision shall be final and effective upon Contractor's receipt, as defined herein, of such notice. Upon the giving of such notice as provided herein, the City may invoke any or all of the following remedies:

- (a) The right to cancel this Agreement as to any or all of the Services yet to be performed;
- (b) The right of specific performance, an injunction or any other appropriate equitable remedy;
- (c) The right to money damages including special and consequential damages; and
- (d) The right to deem the Contractor non-responsive in future contracts to be awarded by the City.

Upon the occurrence of an event of default hereunder, the City may elect not to declare a default or to terminate this Agreement. The Parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 1303. Termination For Convenience.

In addition to termination pursuant to Section 1302 hereof, the City's Program Manager may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to the Contractor. If the City elects to terminate this Agreement in full, all Services to be provided hereunder shall cease effective sixty (60) days after the notice is deemed to have been given in accordance with Section 1510 of this Agreement if no date is given or upon the effective date stated in the notice. Payment to the City of Commissions accrued before the effective date of the termination shall be paid on the same basis as set forth in Sections 402 (g) and 1201 hereof. The amount of Commissions so accrued shall be mutually agreed upon by the City and the Contractor and, if not agreed to, the dispute shall be settled in accordance with Section 1102 of this Agreement.

Section 1304. Suspension; Removal Of Equipment.

(a) The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. The Contractor shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the Purchasing Agent and such equitable extension of time as may be mutually agreed upon by the Purchasing Agent and the Contractor when necessary for continuation or completion of Services. No suspension of this Agreement shall in the aggregate exceed a period of forty-five (45) days within any one (1) contract year. If the total number of days of suspension exceeds forty-five (45) days in any contract year, the contractor by written notice may treat such suspension as a termination of this Agreement for convenience.

(b) The Contractor shall remove any or all of its equipment upon written request from the Commissioner of the Library or Purchasing Agent, by the date stated in the request. A maximum of thirty (30) days shall be given to the Contractor in order for it to comply with the request. After the time provided the Contractor to remove its equipment has elapsed, and if the Contractor's equipment is still at a Location, then the Contractor shall pay

the City Thirty Dollars (\$30) per Machine still present, per day, including holidays and weekends.

Article 14.

Special Conditions.

Section 1401. Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

(a) That it is financially solvent; that it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services to be performed by it or them under this Agreement; and that the Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

(b) That no officer, agent or employee of the City is employed by the Contractor 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); and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any Subcontractors to the Contractor or higher tier Subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order; and the Contractor 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

(c) That the Contractor shall not knowingly use the services of any ineligible contractor or consultant for any purpose in its performance under this Agreement; and

(d) That the Contractor and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Purchasing Agent to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default under any contract awarded by the City; and

(e) That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the

nature of its obligations hereunder; that, from its own analysis, it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions and all other matters which in any way may affect this Agreement or its performance; and that the time available to it for such examination, analysis and preparation was adequate; that it was permitted access to any person or information in connection with its preparation of the Proposal; and

(f) That this Agreement is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and shall perform, or cause to be performed, such obligations in strict accordance with the provisions and requirements of this Agreement; and

(g) That, except only for those representations, statements or promises expressly contained in this Agreement, including any (Sub)Exhibits and Attachments attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement or has been relied upon by the Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) 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

(h) That the Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents, and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that the Contractor expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission; and

(i) That the Contractor 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): (i) 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 or employee's official capacity; or (ii) 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 (iii) has made an admission of guilt to such conduct described in clause (i) or (ii) 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 any 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 the Contractor has executed a Contractor's Affidavit as required under the Illinois Criminal Code, 720 ILCS 5/33E-11 (1992), as amended, and under the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 (1992), as amended, which is attached hereto as (Sub)Exhibit 9 and incorporated by reference as if fully set forth here. Prior to entering into any contractual relationship with any third party in order to perform under this Agreement, the Contractor shall conduct a diligent investigation in order to determine compliance with this Section. If after the Contractor enters into such a contractual relationship it is determined that such contractual relationship is in violation of this subsection, the Contractor shall immediately cease to use such third party in performing under this Agreement. In all cases in which the Contractor enters into a contractual relationship with such third parties, the terms of such contract shall provide that the Contractor shall be entitled to recover all payments made by the Contractor to such third party if prior to or subsequent to the beginning of such contractual relationship the use of such third party in order to perform under this Agreement would be violative of this subsection; and

(j) That the Contractor acknowledges that the City, in its selection of the Contractor to perform hereunder, materially relied upon the Proposal and the Contractor's oral presentation; that the aforesaid information was accurate at the time it was made; that except as affected by this Agreement, no material changes in it have been or will be made without the express consent of the City; and that the City relied among other things during negotiations for this Agreement on the Contractor's statements and representations that the Contractor holds itself to very high standards of quality and professionalism as a provider of the Services; and

(k) That it shall be the duty of the Contractor and all Subcontractors and all officers, directors, agents, partners and employees of the Contractor and all Subcontractors to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to

Chapter 2-56 of the Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Code. The Contractor shall inform all its Subcontractors of this provision and require understanding and compliance herewith.

Section 1402. Business Documents And Disclosure Of Ownership Interests.

The Contractor shall provide copies of its latest articles of incorporation, bylaws and resolutions, and evidence of its authority to do business in the State of Illinois including, without limitation, registrations of assumed names and certifications of good standing with the Office of the Secretary of State of Illinois. The Contractor has executed the appropriate Disclosure of Ownership Interests in Section I of the Contractor's Affidavit attached hereto and incorporated by reference herein as (Sub)Exhibit 9. The Contractor shall further cause its Subcontractor or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all such documents to the City.

Section 1403. Nonliability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

Section 1404. Incorporation.

This Agreement and the (Sub)Exhibits and Attachments attached to this agreement are incorporated into this Agreement by this reference and are collectively referred to as the "Contract Documents" and constitute the entire and exclusive agreement between the Parties with respect to the subject matter of the Contract Documents and supersede all prior communications and negotiations, whether written or oral.

Section 1405. Independent Contractor Status.

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the parties, and the rights, and the obligations of the Parties shall be only those expressly set forth in this Agreement. The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

Section 1406. Conflict Of Interest.

This Agreement is subject to, and the Contractor 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 in this Agreement, or economic interest, direct or indirect, in this Agreement, or any subcontract resulting herefrom.

Section 1407. Anti-Apartheid Covenant.

The Contractor has executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") in Section IV of the Contractor's Affidavit attached to this Agreement as (Sub)Exhibit 9 and incorporated into this Agreement by reference. The Contractor understands and acknowledges that the City may declare a default and terminate all existing contracts with the Contractor and may terminate this Agreement if the Contractor violates any provision of Chapter 3-68 of the Code (as applicable), including but not limited to (i) a violation of the certifications contained in the Affidavit; (ii) the concealment of an existing contractual relationship or entering into a contractual relationship with (A) South Africa, (B) a South African business or (C) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa; and (iii) the sale to the City of goods principally manufactured, produced, assembled, grown or mined in South Africa. This right of termination is supplemental to any other remedy which the City may have under this Agreement, at law or in equity, and shall entitle the City to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy.

Further, the Contractor understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Code shall be subject to a fine of not less than Five Hundred Dollars (\$500) and not more than One Thousand Dollars (\$1,000) for each offense. Every day that the violation continues shall constitute a separate and distinct offense. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law. The Contractor shall include this provision in all contracts with Subcontractors.

Section 1408. Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his or her compensation, or the terms, conditions or privileges of his or her employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate or classify his or her 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 or her status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1988), 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 (1988); Rehabilitation Act of 1973, 29 U.S.C. Sec. 793 -- 794 (1988); Americans with Disabilities Act, 42 U.S.C. Sec. 12101, et seq., and 41 C.F.R. Part 60, et seq. (1990).

B. State Requirements.

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., 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, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

Contractor shall comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010, et seq. of the Code. Further, Contractor shall furnish or shall cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

D. Subcontractors.

Contractor agrees that all of the above provisions (A), (B) and

(C), will be incorporated in all agreements entered into with any suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Agreement.

Section 1409. Minority- And Women-Owned Business Enterprises.

The Contractor shall include the provisions of this section in every subcontract, if any, relating to this Agreement including procurement and leases of material or equipment. In addition, the Contractor agrees that, in the performance of this Agreement, in every year that this Agreement remains in effect, including any optional extension period pursuant to Section 804 hereof, it shall abide by the "Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment" ("M.B.E./W.B.E. Special Conditions") in effect for the first year of this Agreement. Every year that this Agreement is in effect, thirty (30) days prior to the anniversary of the Effective Date, Contractor shall submit to the City revised and updated Schedules C-1 and D-1 evidencing compliance with the M.B.E./W.B.E. Special Conditions in the one year period immediately following the anniversary. For the purpose of (Sub)Exhibit 10, the word "Contractor" shall be deemed to have the same meaning as the word "Contractor" in this Agreement. The Contractor shall submit its schedules for Subcontractors, if any, promptly upon completion. The Contractor's completed schedules evidencing its compliance hereunder shall be and become a part of this Agreement, in (Sub)Exhibit 10, upon acceptance by the Purchasing Agent. Notwithstanding such acceptance, the Contractor shall utilize minority and women's business enterprises at not less than the greater of (1) twenty-five percent (25%) and five percent (5%), respectively, of the Total Contract Price as defined in the M.B.E./W.B.E. Special Conditions or (2) those amounts listed in the Schedules C-1 and D-1 as approved by the Purchasing Agent.

Section 1410. Indemnification.

The Contractor agrees to defend, indemnify, keep and hold harmless the City, its officers, officials, agents and employees, from and against any and all liabilities, losses, deaths, damages, costs, payments and expenses of every kind and nature (including court costs and reasonable attorneys' fees and disbursements) as a result of claims, demands, actions, suits, proceedings, judgments or settlements which arise out of the negligence, gross negligence or wilful misconduct of the Contractor. The Contractor shall defend all suits brought upon all such claims and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and expense, to participate in the defense of any suit, without relieving the Contractor of

any of its obligations under this Agreement. The indemnities contained in this Section shall survive expiration or termination of this Agreement. The Contractor expressly understands and agrees that the requirements set forth in this Section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's responsibility to obtain insurance pursuant to Section 1007 of this Agreement or to provide a bond or letter of credit pursuant to Sections 1001 or 1002 of this Agreement.

Section 1411. Subcontracts And Assignments.

The Contractor shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the Purchasing Agent and the Commissioner of the Library. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services to be provided under this Agreement or this Agreement. The City expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder.

All subcontracts and all approvals of subcontractors and any assignment to which the Commissioner of the Library and the Purchasing Agent consent shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement; and if any Subcontractor or assignee shall fail to observe or perform the terms and conditions of this Agreement to the satisfaction of the Commissioner of the Library, the City shall have the absolute right upon written notification to rescind approval forthwith and to require the performance of this Agreement by the Contractor itself or by any other City-approved Subcontractor or assignee. Any approval for the use of Subcontractors or assignees in the performance of the Services under this Agreement shall under no circumstances operate to relieve the Contractor of any of its obligations or liabilities hereunder.

The Contractor, upon entering into any agreement with a Subcontractor, shall furnish the Purchasing Agent with five (5) copies thereof. All subcontracts shall contain provisions that require the services to be performed in strict accordance with the requirements of this Agreement and shall provide that the Subcontractors are subject to all the terms of this Agreement, and are subject to the approval of the Commissioner of the Library and the Purchasing Agent. Provided that such agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided herein with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services to be provided under this Agreement.

Section 1412. Anti-Scofflaw.

Contractor acknowledges and agrees:

(i) In accordance with Section 2-92-380 of the Code and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City shall be entitled to set-off a portion of the contract price or compensation due under this Agreement 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 Contractor to the City. For purposes of this Section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint with respect to 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 the City for which the period granted for payment has expired.

(ii) Notwithstanding the provisions of Subsection (i), above, no such debt(s) or outstanding parking violation complaint(s) shall be set off from the contract price or compensation due under this Agreement if one of more of the following conditions are met: (1) the Contractor has entered into an agreement with the Department of Revenue, or the other appropriate City department, for payment of all outstanding parking violation complaints and/or debts owed to the City and Contractor is in compliance with the agreement; or (2) the Contractor is contesting the liability for or the amount of the debt in a pending administrative or judicial proceeding; or (3) the Contractor has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

Section 1413. MacBride Ordinance.

The City, through the passage of the MacBride 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 Code, if the Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor 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).

Section 1414. Copyright.

All copying provided by the Contractor shall conform to copyright laws.

Article 15.

General Conditions.

Section 1501. Successors.

This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, legal representatives and transferees of the City and the Contractor.

Section 1502 Counterparts.

This Agreement is comprised of four (4) identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 1503. Amendments.

No changes, amendments or modifications of this Agreement, or any part hereof including, without limitation, the (Sub)Exhibits to this Agreement, shall be valid unless specifically authorized by this Agreement or unless otherwise authorized by the City Council of the City.

Whenever in this Agreement, the Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to the Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was requested.

Section 1504. Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provision(s) required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement shall be deemed inserted in this Agreement whether or not

they appear in this Agreement or, upon application by either Party, this Agreement shall forthwith be amended to make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement. The Contractor will comply with all federal, state and local laws and regulations governing the Services and will procure and keep in effect all of the necessary licenses and permits required by law in connection with the performance of the Services.

Section 1505. Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Contractor hereby irrevocably submits itself to the original jurisdiction of those 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 Agreement. The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director or managing or general agent of the Contractor. If any action is brought by the Contractor against the City concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 1506. Severability.

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or 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 circumstance, 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 Agreement shall not effect the remaining portions of this Agreement or any part hereof.

Section 1507. Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. 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 Agreement.

Section 1508. Cooperation.

The Contractor agrees at all times to cooperate fully with the City. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the Commissioner of the Library in connection with the termination or expiration.

Section 1509. Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives performance by the Contractor in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

Section 1510. Notices.

Except for requests for special meetings, bills, invoices, requests for maintenance (which may be made verbally), any notices, invoices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given by a Party if personally delivered to the Project Manager of the other Party or sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the other Party's Project Manager. A notice sent by registered or certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices or communications intended for the Contractor shall be addressed to:

Xerox Corporation
160 North Franklin Street
Chicago, Illinois 60606
Attention: Center Manager

All notices or communications intended for the City shall be addressed to:

Commissioner
Chicago Public Library
Harold Washington Library Center
400 South State Street
10th Floor
Chicago, Illinois 60607
Attention: Copy Center and Copy Vending Services
Program Manager

With a copy to:

Purchasing Agent
Department of Purchases, Contracts
and Supplies
City of Chicago
City Hall -- Room 400
121 North LaSalle Street
Chicago, Illinois 60602

With a copy to (for notices of dispute resolution, breach or legal actions):

Corporation Counsel
City of Chicago
Department of Law
City Hall -- Room 511
121 North LaSalle Street
Chicago, Illinois 60602

Either Party may change its address or the individual to whom such notices are to be given by a notice given to the other Party in the manner set forth above.

Section 1511. Parties.

Except where the context would require a different meaning, all references to the Contractor or the City include each of its and their officials, officers, directors, employees, shareholders, agents, successors, beneficiaries, permitted assigns, legal representatives, Subcontractors, suppliers and materialmen; provided, however, that, in the case of the Contractor, all obligations and liabilities arising under this Agreement shall not be individual or personal, but shall be borne by the Contractor solely and only to the extent of its corporate capacity, and in the case of the City, shall be borne by it solely and to the extent permissible under state and local law as a municipal corporation and a home rule unit of local government.

No member, individually or collectively, of the City Council of the City or agent or employee of the City and no officer or director of the Contractor incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default in the performance of any of the terms hereof. All such liability of such officials, agents and employees of the City and officers and directors of the Contractor, unless otherwise required by law, is hereby released as a condition of and in consideration for the execution of this Agreement. The signatories to this Agreement, do however, by execution hereof, warrant their authority to sign this Agreement.

Section 1512. Attachments And (Sub)Exhibits.

The Attachments set forth immediately following this Agreement and the (Sub)Exhibits attached hereto are hereby incorporated into, and shall form an integral part of, this Agreement as though written out in full in this Agreement.

Section 1513. Benefit.

This Agreement shall inure to the benefit of, and be binding upon, the Parties. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the Parties any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the Parties in writing. No benefits, payments or considerations received by the Contractor for the performance of services associated and pertinent to this Agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or by any other person or persons identified as agents of, or who are by definition an employee of the City.

Section 1514. Waiver.

(a) Failure or delay on the part of the City to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver, to be effective, must be in writing, and must be signed by a duly authorized representative of the City. A written waiver of default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

(b) No approval to be given by the City pursuant to this Agreement shall operate to relieve the Contractor from any of its responsibilities or obligations under this Agreement or be deemed an approval of any deviation or failure of performance from the requirements of the Contract Documents, unless such deviation or failure of performance is excused pursuant to this Agreement.

Section 1515. Survival.

Notwithstanding any termination or expiration of this Agreement, the provisions of this Agreement related to indemnification and compensation shall survive any termination or expiration hereof.

Section 1516. Authority.

Execution of this Agreement by the City is authorized by an ordinance of the City Council of the City adopted on _____, Council Journal of Proceedings, page _____. Execution of this Agreement by the Contractor is authorized by a resolution of the Board of Directors of the Contractor adopted on July 14, 1980.

Article 16.

Disclaimer; Limitation Of Liability.

Notwithstanding anything in this Agreement to the contrary, City expressly disclaims any and all liability for damage of any kind to the Vending Machines and the Copy Machines. Responsibility for repairing and/or replacing any damaged or broken Vending Machine or Copy Machine, and all liability for damage to the Vending Machines shall be the responsibility of Contractor. City's total disclaimer applies whether the damage to the Vending Machines and the Copy Machines occurs while the Vending Machines and the Copy Machines are in one of the Locations, are in

the process of being transported to or from one of the Locations, or are in the process of being installed or removed from one of the Locations.

Except for (a) claims for personal injury and/or death, (b) Contractor's gross negligence, recklessness or wilful misconduct and (c) Contractor's liability for indemnification under Section 1410, any liability of Contractor to the City for direct, indirect, special, consequential or incidental damages (such as loss of use, revenue or profit), whether arising due to a breach of this Agreement, tortious acts (including, but not limited to, negligence) or under any other theory, shall be limited in the aggregate to \$1,000,000.

In Witness Whereof, The City and the Contractor have executed this Agreement as of the Effective Date, at Chicago, Illinois.

City of Chicago

By: _____
Mayor

City Comptroller

Acting Purchasing Agent

Recommended By: _____
Acting Commissioner of the Library

Approved As To Form And Legality:

Assistant Corporation Counsel

Xerox Corporation

By: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__

Notary Public

My Commission expires: _____

[Attachment C-1 to this Agreement omitted for
printing purposes but on file and available
for public inspection in the Office
of the City Clerk.]

(Sub)Exhibits 1 through 10 and Attachments A, B and D-1 to this
Agreement read as follows:

(Sub)Exhibit 1.

Description Of Copy Center.

1. The Copy Center equipment shall consist of:

- (1) Xerox 5100 Copier
 - (1) Xerox 5365 with Finisher
 - (1) Xerox 5042 Book Copier
 - (1) Xerox 5775 Color Copier with Sorter, Transparency Capabilities and Slide Projector
 - (1) Minolta RP 609Z Microfilm Reader Printer
 - (2) Minolta 16mm Cartridge Printers
 - (2) Minolta Open Reel Reader Printers
 - (1) Minolta Fiche/Ultrafiche Reader Printer
 - (2) Computers
 - (2) Fax Machines
 - (1) Scanner
 - (1) H-P Printer
2. The Copy Center shall also provide:
- (3) Xerox operators
- Maintenance, repairs, supplies (toner, developer, fuser and staples) and paper
- Backup operators to cover sick and vacation days
- Xerox supervision and management
3. The Copy Center shall include backup support from Xerox's 160 North Franklin Street location.
4. Copy Center Services shall include:
- Copies (8½ inch by 11 inch, 8½ inch by 14 inch and 11 inch by 17 inch)

Book Copies

Color Copies

Oversized Copies

Two (2) Sided Copies

Reductions/Enlargements

Slide Copies

Glass Work

Fax Service

Stapling

Cutting

Folding

Laser Printing

Pick-up and Delivery (all Neighborhood Libraries)

Microfiche Printing/Copying

Microfilm Printing/Copying

Mailing

CD Rom Services

Patent Services

Citations

5. Copy Center Details:

Copy Center Manual

Market The Copy Center

Bulletin Board

Open House

Promotions

Prepare And Provide Job Ticket

Binding

Mailing Services

Turnaround Time

Delivery Between Libraries

Customized Reports

Flexibility

Total Satisfaction Guarantee

Quarterly Focus Groups

Service Turnaround; Turnaround time standards shall be no more than four (4) hours, with a preferred turnaround time standard of no more than two (2) hours

Waste

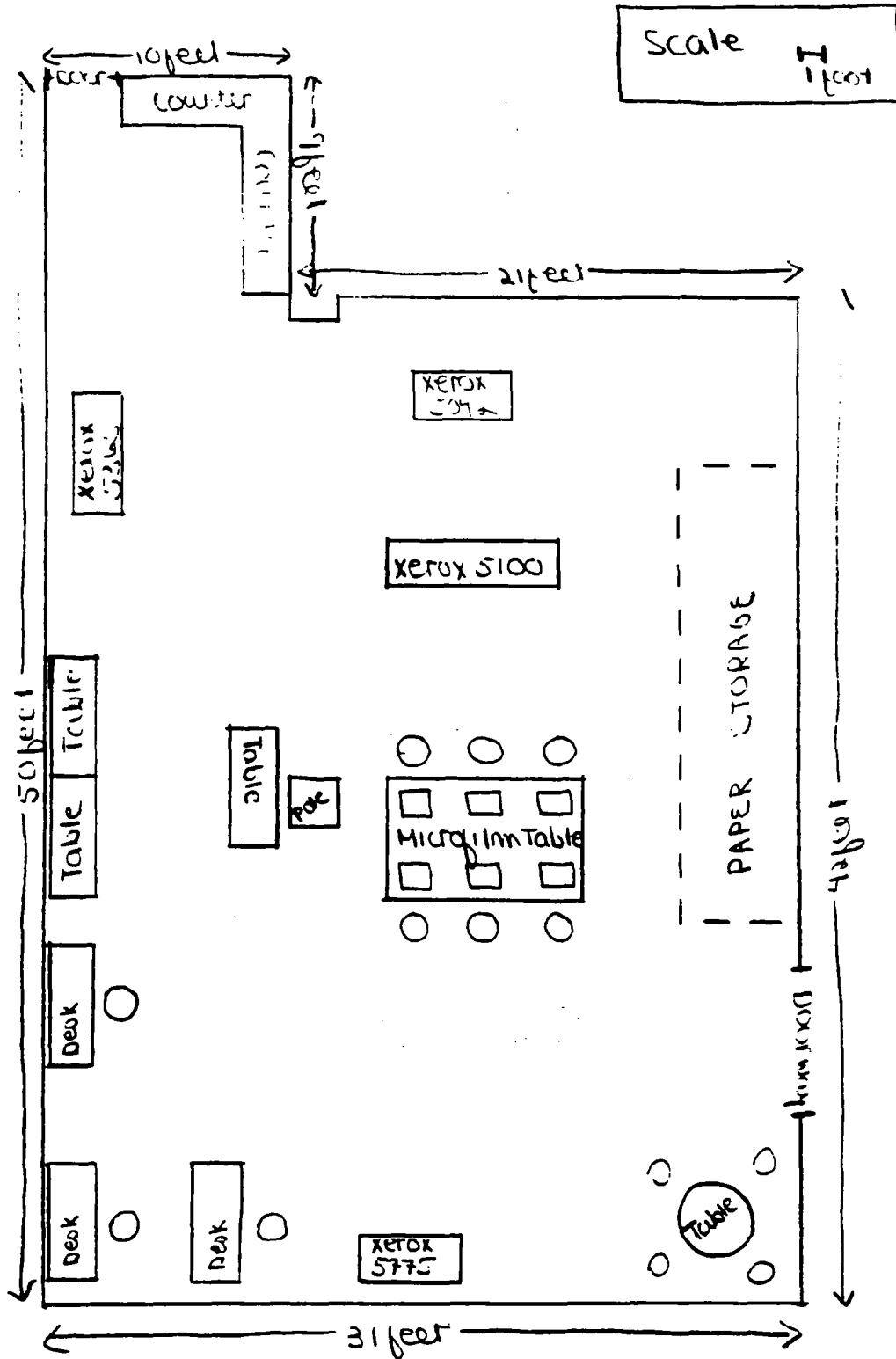
Design Layout

Copy Center Hours

6. All City materials submitted to the Copy Center shall be returned to the location designated by the Commissioner of the Library within four (4) hours of the completion of the service requiring the use of such City materials.
7. The Copy Center layout initially shall be as follows:

[Drawing attached to this (Sub)Exhibit 1 printed on page 36154 of this Journal.]

Drawing To (Sub)Exhibit 1 Copy Center Layout.



*(Sub)Exhibit 2.**Description Of Copy Vending Services.*

1. The Vending Machines shall consist of:
 - (118) Xerox 5042 Book Copiers with Magnetic Card Readers, Coin and Bill Acceptors and Angled Consoles
 - (120) Magnetic Card Readers for the Microfilm/fiche and CD ROMS
 - (20) Coin-ops for the Microfilm/fiche and CD ROMS
 - (40) Danyl Card Dispensers
 - (22) Panasonic Electric Typewriters (model no. KX-E4000)
 - (2) Magnetic Card Reader Control Devices for Rental Typewriters
 - (2) Xerox Site Managers

2. The Copy Vending Services shall also include:

Maintenance, repairs, supplies (toner, developer, fuser and staples) and paper

Backup site managers to cover sick and vacation days

Xerox supervision and management

3. Copy Vending Services Details:

ACT Trained

Dedicated Service Technicians

Service Turnaround

Customized Copy Cards

Laminated Signs on Copiers

User Refunds

Beeper for Vending Site Managers

Portable Phones

Money Pickup

End-User Training

Customized Reports

Meter Read/Customer Satisfaction Report

Continuous Service Meetings

Quarterly Focus Groups

Total Satisfaction Guarantee

Flexibility

4. All Book Copiers, shall, at a minimum, provide 8½ inch by 11 inch, 8½ inch by 14 inch and 11 inch by 17 inch copiers, enable a user to make multiple copies and feature reduction/enlargement capabilities.
5. The Book Copiers shall be initially placed at the Neighborhood Libraries as set forth in Exhibit 3.
6. The Contractor shall adapt all Vending Machines currently owned or hereafter acquired or leased by the City with appropriate vending capabilities.
7. The Contractor shall, at the request of the Commissioner of the Library, adapt fax machines with appropriate vending capabilities; provided, however, that the Contractor shall not be required to provide such vending fax machines in a number greater than the number of vending copy machines provided pursuant to this Agreement, or to continue to provide a vending fax machine for a particular Location if, as mutually determined by the City and the Contractor, such a machine is unprofitable.

*(Sub)Exhibit 3.**Neighborhood Libraries.*

		Number Of Copiers
1.	Harold Washington Library Center (main branch) 400 South State Street, 60605	29
2.	Sulzer Regional Library 4455 North Lincoln Avenue, 60625	4
3.	Woodson Regional Library Center 9525 South Halsted Street, 60628	4
4.	Albany Park 5150 North Kimball Avenue, 60625	1
5.	Altgeld 941 East 132nd Street, 60627	1
6.	Archer 5148 South Archer Avenue, 60632	1
7.	Auburn 1364 West 79th Street, 60620	1
8.	Austin 5615 West Race Avenue, 60644	1
9.	Austin-Irving 6110 West Irving Park Road, 60634	1
10.	Avalon 8828 South Stony Island Avenue, 60617	1
11.	Back of the Yards 1743 West 47th Street, 60609	1

		Number Of Copiers
12.	Beverly 2121 West 95th Street, 60643	1
13.	Bessie Coleman 1731 -- 1745 East 63rd Street, 60637	1
14.	Bezazian 1226 West Ainslie Street, 60640	1
15.	Blackstone 4904 South Lake Park, 60615	1
16.	Brainerd 8945 South Loomis Boulevard, 60620	1
17.	Brighton Park 4314 South Archer Avenue, 60632	1
18.	Cabrini Green 375 West Elm Street, 60610	1
19.	Chicago Lawn 6120 South Kedzie Avenue, 60629	2
20.	Chinatown 2353 South Wentworth Avenue, 60616	1
21.	Clearing 5643 West 63rd Street, 60638	1
22.	Daley 3400 South Halsted Street, 60608	1
23.	Damen Avenue 2056 North Damen Avenue, 60647	1
24.	Darrow, Clarence 2700 South California, 60608	1
25.	Douglas 3353 West 13th Street, 60623	1
26.	East Side 10542 South Ewing Avenue, 60617	1

		Number Of Copiers
27.	Eckhart Park 1371 West Chicago Avenue, 60622	1
28.	Edgebrook 5426 West Devon Avenue, 60646	1
29.	Edgewater 1210 West Elmdale Avenue, 60660	1
30.	Gage Park 2807 West 55th Street, 60632	1
31.	Galewood-Monte Clare 6969 West Grand Avenue, 60635	1
32.	Garfield Ridge 6348 South Archer Avenue, 60638	1
33.	Hall 4801 South Michigan Avenue, 60615	1
34.	Hamilton Park 7200 South Normal Avenue, 60621	1
35.	Hamlin Park 2205 West Belmont Avenue, 60618	1
36.	Hansberry, Lorraine 4314 South Cottage Grove Avenue, 60653	1
37.	Hegewisch 3048 East 130th Street, 60633	1
38.	Humboldt Park 1626 North California Avenue, 60647	1
39.	Ickes, Harold Homes 2420 South State Street, Apartment 101, 60616	1
40.	Independence 3718 West Irving Park Road, 60618	1
41.	Jefferson Park 5363 West Lawrence Avenue, 60630	1

		Number Of Copiers
42.	Jeffery Manor 2435 East 100th Street, 60617	1
43.	Kelly 6151 South Normal Avenue, 60621	1
44.	King, Martin Luther 3436 South Dr. Martin Luther King, Jr. Drive, 60616	1
45.	John Merlo 644 West Belmont Avenue, 60657	1
46.	Legler 115 South Pulaski Road, 60624	1
47.	Lincoln Park 959 West Fullerton Avenue, 60614	1
48.	Logan Square 3255 West Altgeld Street, 60647	1
49.	Lozano, Ruby 1805 South Loomis Street, 60608	1
50.	Marshall Square 2724 West Cermak Road, 60608	1
51.	Mayfair 4200 West Lawrence Avenue, 60630	1
52.	McKinley Park 2021 West 35th Street, 60609	1
53.	Midwest 2335 West Chicago Avenue, 60622	1
54.	Mount Greenwood 11010 South Kedzie Avenue, 60655	1
55.	North-Austin 5724 West North Avenue, 60639	1

		Number Of Copiers
56.	North-Lake View 3754 North Southport Avenue, 60613	1
57.	North-Pulaski 1330 North Pulaski Road, 60651	1
58.	Northtown 6435 North California Avenue, 60645	1
59.	Oriole Park 5201 North Oketo Avenue, 60656	1
60.	Portage-Cragin 5108 West Belmont Avenue, 60641	1
61.	Pullman 11001 South Indiana Avenue, 60628	1
62.	Rockwell Gardens 2515 West Jackson Boulevard, 60612	1
63.	Roden 6083 North Northwest Highway, 60631	1
64.	Rogers Park 6907 North Clark Street, 60626	1
65.	Roosevelt 1055 West Roosevelt Road, 60608	1
66.	Scottsdale 4101 West 79th Street, 60652	1
67.	Sherman Park 5440 South Racine Avenue, 60609	1
68.	W. Smith 722 East 103rd Street, 60628	1
69.	South Chicago 9055 South Houston Avenue, 60617	1

		Number Of Copiers
70.	South Shore 2505 East 73rd Street, 60649	1
71.	Southeast 1934 East 79th Street, 60649	1
72.	Stateway 3618 South State Street, 60609	1
73.	Taylor, Robert 5120 South Federal Street, 60609	1
74.	Toman 4005 West 27th Street, 60623	1
75.	Tuley Park 501 East 90th Place, 60619	1
76.	Uptown 929 West Buena Avenue, 60613	1
77.	Walker 11071 South Hoyne Avenue, 60643	1
78.	West Addison 7536 West Addison Street, 60634	1
79.	West Belmont 3104 North Narragansett Avenue, 60634	1
80.	West Lawn 4020 West 63rd Street, 60629	1
81.	West Town 1310 North Milwaukee Avenue, 60622	1
82.	Wrightwood 2519 West 79th Street, 60652	1
83.	Whitney Young 7901 South Dr. Martin Luther King, Jr. Drive, 60619	1

*(Sub)Exhibit 4.**Sample Commission Report.*

Copier Number	Location	Start Meter Read	End Meter Read	Monthly Volume	40,000 Copy Allow- ance	Total Volume	Revenue At \$.15 Per Copy	Refunds	Commission Owed To The Chicago Public Library At %
1	HWLC 1st Floor East	100	5,213	5,113	332	4,781	\$717.15	\$5.00	\$71.22
2	HWLC 1st Floor West	51	4,295	4,244	1,561	2,683	402.45	2.45	40.00
3	HWLC 2nd Floor East	62	6,752	6,690	3,025	3,665	549.75	2.25	54.75
4	HWLC 2nd Floor West	75	6,850	6,775	925	5,850	877.50	2.50	87.50
5	HWLC 3rd Floor East	32	8,145	8,113	1,784	6,329	949.35	2.35	94.70
ETC.:									
TOTAL:									\$ <u> </u>

Department Report.

April 30, 1992

Bldg. 212, 216, 222

Model Number	Location Site	Department	Totals Impressions	Department Number	Total
5018	216 1st	Office of General Counsel	11,700	002	\$ 468.00
5052	ABA 540	Office of General Counsel	11,275	002	451.00
5014	18st 9th	Archives	232	007	9.28
5014	18st 9th	Archives	1,088	007	43.52
5052	680 L.S.D.	Facilities Planning	11,018	011	440.72
5052	HUR 3rd Fl.	Human Resources	29,769	016	1,190.76
5012	HUR 2nd Fl.	Compensation and Benefits	3,580	020	143.20
5052	HUR 2nd Fl.	Compensation and Benefits	8,917	020	356.68
5018	216 3rd	Organization Development	11,402	021	456.08
5052	HUR 1st Fl.	Recruitment	10,655	023	426.20
5034	448 ONT. B	Psych. Broker Program	5,129	025	205.16
5018	Y.M.C.A.	Psych. Emergency Housing	4,498	029	179.92
5018	216 2nd	Cash Entry	7,845	102	313.80
5034	216 4th	AFS Administration	7,356	151	294.24
5052	212 1st	AFS Central Collection	23,765	152	950.60

8/4/93

REPORTS OF COMMITTEES

36165

Model Number	Location Site	Department	Totals Impressions	Department Number	Total
5014	212 3rd	AFS Inpatient/ Outpatient Billing	7,585	155	\$ 303.40
5034	212 2nd	AFS Inpatient/ Outpatient Billing	10,204	155	408.16
5018	446 ONT. B	AFS Psychiatry Services	1,938	156	77.52
5014	HUR 1st Fl.	Nurse Recruitment	1,610	404	64.40
5018	448 ONT. B	Evening Alcohol Program	19,636	516	785.44
5018	441 ONT. 1	M.R.I.	4,130	518	165.20
5012	222 1st	Development Evaluation Clinic	2,553	533	102.12
5052	446 ONT. B	Psychotherapy	38,599	576	1,543.96
5014	626 St. Cl.	St. Clair Radiology	2,515	601	100.60
5034	12 Fl. Ward	Department of Psychiatry	<u>10,025</u>	663	<u>401.00</u>
		SUBTOTAL:	<u>247,024</u>		<u>\$9,880.96</u>

Carriage House.

Model Number	Location Site	Department	Totals Impressions	Department Number	Total
5012	C.H. 1201	Public Relations	1,519	010	\$ 60.76

Model Number	Location Site	Department	Totals Impressions	Department Number	Total
5034	C.H. 1208	Public Relations	11,758	010	\$ 470.32
5014	C.H. 1212	Marketing Administration	445	047	17.80
5034	C.H. 801	Physician Recruitment	15,095	058	603.80
5052	C.H. 719	Plant Operations Administration	19,300	387	772.00
5018	C.H. 314	Nursing Development	2,663	403	106.52
5052	C.H. 26th	Nursing Development	7,079	403	283.16
5018	C.H. 1002	Policy Procedures	5,815	413	232.60
5018	C.H. 813	E.P.S.	1,625	414	65.00
5018	C.H. 710	Corp. Health Services	3,706	613	148.24
5034	C.H. 913	Herman Waldeck Research	9,932	756	397.28
		SUBTOTAL:	<u>78,937</u>		<u>\$3,157.48</u>

Erie

Model Number	Location Site	Department	Totals Impressions	Department Number	Total
5034	259 134	Facilities Planning	17,425	011	\$697.00

8/4/93

REPORTS OF COMMITTEES

36167

Model Number	Location Site	Department	Totals Impressions	Department Number	Total
5034	259 7th Fl.	Financial Services	18,495	100	\$ 739.80
5052	259 7th Fl.	Financial Services	49,568	100	1,982.72
5018	259 130	General Accounting	5,162	140	206.48
5052	259 123	Accounts Payable	11,043	143	441.72
5012	259 150	AFS Psychiatry Services	585	156	23.40
5052	259 5th Fl.	Management Information	22,880	186	915.20
5052	259 605	Management Information	47,330	186	1,893.20
5018	259 237	Part Hospitalization	<u>6,445</u>	560	<u>257.80</u>
		SUBTOTAL:	<u>178,933</u>		<u>\$7,157.32</u>

Non-Subsidiaries

Model Number	Location Site	Department	Totals Impressions	Department Number	Total
5018	C.H. 1st	Streeterville Corp. (*)	3,022	037	\$120.88
5018	WOR H. 1st	Streeterville Corp. (*)	2,135	037	85.40
5034	ABA 6th Fl.	NWF-Fund Raising 11200	21,808	169	872.32

36168

JOURNAL--CITY COUNCIL--CHICAGO

8/4/93

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5052	ABA 5th Fl.	NWF-Fund Raising 11200	10,266	169	\$ 411.44
5018	737M 15th Fl.	Networking	<u>9,229</u>	370	<u>369.16</u>
		SUBTOTAL:	<u>46,460</u>		<u>\$1,859.20</u>

Olson

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5014	OLS E.R.	Admitting and Info.	26,158	060	\$1,046.32
5052	OLS 7328	Nursing Admin./ Surgical	30,019	411	1,200.76
5034	OLS 4201	Operating Room H.S.B.	50,654	425	2,026.16
5052	OLS 3565	Diagnostic Radiology Olson	39,586	525	1,583.44
5012	OLS 4525	SPD/Processing Olson	8,469	548	338.76
		SUBTOTAL:	<u>154,886</u>		<u>\$6,195.44</u>

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5052	PAS 566	Administration-Psych.	34,768	004	\$1,390.72

8/4/93

REPORTS OF COMMITTEES

36169

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5012	PAS 245	Hospital Services Admin.	3,037	012	\$ 121.48
5014	PAS 173	Employee Assistance	2,089	013	83.56
5018	JEN 116	Employee Assistance	599	013	23.96
5012	PAS 251	Facilities Eng.	635	014	25.40
5034	PAS 530	Facilities Eng.	1,665	014	66.60
5034	PAS 250	Medical Affairs Administration	7,875	054	315.00
5034	PAS 276	Operations Administration	3,169	055	126.76
5046	PAS 254	Operations Administration	15,229	055	609.16
5018	PAS 345	Program Administration	4,558	056	182.32
5012	PAS BASE	Admitting and Info.	1,625	060	65.00
5014	PAS 642	AFS Registration Front Office	6,553	154	262.12
5018	PAS 126	Security	8,136	350	325.44
5014	PAS 012	Plant Operations Administration	3,979	387	159.16
5034	PAS 012	Plant Operations Administration	14,447	387	577.88
5034	PAS 164	Medical Records	29,422	395	1,176.88
5034	PAS 176	Utilization Review Prog.	7,215	396	288.60
5018	PAS 033	Bio. Medical Engineer	4,070	398	162.80

36170

JOURNAL--CITY COUNCIL--CHICAGO

8/4/93

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5012	PAS 576	Nursing Admin./ Psychiatry	683	407	\$ 27.32
5052	PAS 532	Transplant Administration	8,644	444	345.76
5018	PAS 300	Pathology Surgical Path.	4,616	506	184.64
5034	PAS 316	Pathology Surgical Path.	14,838	506	593.52
5034	PAS 1044	Neurogological Test Center	9,790	528	391.60
5018	JEN 214	Infectious Control	5,690	532	227.60
5018	PAS 390	Ocupational Therapy	5,805	562	232.20
5018	PAS 019	Inventory and Billing	222	581	-8.88
5012	PAS 129	Dental Center	1,945	598	77.80
5018	JEN 215	Dept. of Surgery	1,819	666	72.76
5014	PAS 044	Materials Mgnt. Administration	1,013	695	40.52
		SUBTOTAL:	<u>204,136</u>		<u>\$8,165.44</u>

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5034	PAS Base	President's Office	2,630	003	\$ 105.20
5034	PAS 263	Facilities Planning	10,857	011	434.28

8/4/93

REPORTS OF COMMITTEES

36171

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5012	PR 448	AFS Psychiatry Services	3,392	156	\$ 135.68
5018	PR 058	Receiving	3,499	366	139.96
5034	PR 9th Fl.	Psychiatric Social Services	1,035	386	41.40
5052	PR 484	Nursing Admin./Prentice	34,505	406	1,380.20
5034	PR 9th Fl.	Nursing Admin./Psychiatry	19	407	.76
5034	PR 9th Fl.	Acute Care 5E	630	450	25.20
5034	PR 9th Fl.	Chemical Dependence	690	452	27.60
5034	PR 9th Fl.	Adolescent Psychiatry	3,474	453	138.96
5034	PR 9th Fl.	Acute Care (8 West)	1,076	455	43.04
5012	PR 523	Labor and Delivery Prentice	2,957	483	118.28
5012	PR 5th Rec.	Labor and Delivery Prentice	5,786	483	231.44
5014	PR 404	Perinatal Unit	5,767	489	230.68
5018	PR 474	Perinatal Unit	1,835	489	73.40
5034	HUR 330	Psychiatric Emergency Program	11,703	546	468.12
5012	PR 214	OB/GYN Ultrasound	1,974	552	78.96

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5012	PR 224	OB/GYN Ultrasound	1,425	552	\$ 57.00
5014	PR 473	OB Ambulatory Care	5,830	558	233.20
5034	PR 15th Fl.	Dep. Obstetrics/ Gynecology	16,796	665	671.84
5034	PR 490B	Dep. Obstetrics/ Gynecology	10,140	665	405.60
		SUBTOTAL:	<u>126,020</u>		<u>\$5,040.80</u>

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5018	WES 290	President Office	5,006	003	\$ 200.24
5018	WES 1705	Pastoral	5,612	006	224.48
5012	WES 144	Patient Representatives	3,991	008	159.64
5034	WES 186	Medical Staff Office	7,530	009	301.20
5014	WES 160	Health Resources	967	031	38.68
5018	WES 120	Admitting and Info.	9,681	060	387.24
5034	WES 103A	Admitting and Info.	7,397	060	295.88
5012	WES 105	AFS Registration Front Office	5,279	154	211.16

8/4/93

REPORTS OF COMMITTEES

36173

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5014	WES T25	AFS Registration Front Office	3,160	154	\$ 126.40
5034	WES 292	Food Services	11,335	300	453.40
5012	WES 023	Plant Operations Utilities	44	388	1.76
5052	WES 172	Nursing Admin./ Med./Oncology	27,742	408	1,109.68
5052	WES 458	Renal Services Administration	179	446	7.16
5014	WES 619	6 West Wesley	1,892	462	75.68
5018	WES 1540	Gastroenterology	3,551	502	142.04
5034	WES 1526	Gastroenterology	7,756	502	310.24
5018	WES 330	Pathology Support Services I/P	13,517	510	540.68
5018	WES 561	Pathology Administration	10,561	512	422.44
5034	WES 577	Cardiology Graphics	21,195	520	847.80
5052	WES 583	Cardiology Graphics	26,707	520	1,068.28
5014	WES 354	Diagnostic Radiology Wesley	11,579	526	463.16
5052	WES 458	Blood Flow Laboratory	4,433	530	177.32
5012	WES 1631	Infectious Control	6,078	532	243.12

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5052	WES 458	Pulmonary Function Lab.	14,095	535	\$ 563.80
5018	WES 679	Respiratory Care Administration	11,511	543	460.44
5018	WES 486	Nuclear Medicine	9,303	544	372.12
5018	WES 032	Radiation Oncology	13,628	545	545.12
5052	WES 458	O.P. Dialysis	5,472	565	218.88
5012	WES 159	Pharmacy Administration	1,101	580	44.04
5034	WES 153	Pharmacy Administration	16,623	580	664.92
5012	WES 149	Ambulatory Care Center	4,564	597	182.56
5012	WES 152	Geriatric Evaluation	2,592	605	103.68
5012	WES 122H	Diagnostic Testing Service	1,348	608	53.92
5018	WES 210	Corp. Health Services	422	613	16.88
5012	WES 1801	Consultation/ Liaison Psych.	2,806	659	112.24
5014	WES 296	Dept. of Medicine	2,625	664	105.00
5034	WES 296	Dept. of Medicine	3,051	664	122.04
5052	WES 296	Dept. of Medicine	32,075	664	1,283.00
5052	WES 201	Dept. of Surgery	19,634	666	785.36

Model Number	Location Site	Department	Total Impressions	Department Number	Total
5052	WES 093	Materials Mgnt. Administration	<u>19,337</u>	695	<u>773.48</u>
		SUBTOTAL:	<u>355,379</u>		<u>\$14,215.16</u>
		GRAND TOTAL:	<u>1,391,795</u>		<u>\$55,671.80</u>

(Sub)Exhibit 5.

*Neighborhood Libraries Requiring Magnetic
Card Dispensers And Rechargers.**

Harold Washington Library Center

Sulzer Regional Library

Woodson Regional Library

Northeast District

1. Rogers Park
2. Albany Park
3. Lincoln Park
4. Midwest

Northwest District

1. Edgebrook
2. Lozano
3. Portage-Cragin
4. Austin

* The Commissioner of the Library may amend this list with 30 days notice to the Contractor.

Northeast District

5. Chinatown
6. Edgewater
7. Northtown
8. John Merlo
9. Bezazian
10. Independence

Northwest District

5. Jefferson Park
6. Toman
7. West Belmont
8. Roden
9. Marshall Square
10. Legler

Southeast District

1. Avalon
2. Blackstone
3. Hall
4. Hegewisch
5. Kelly
6. King
7. Pullman
8. South Shore
9. South Chicago
10. Whitney Young

Southwest District

1. West Lawn
2. Mount Greenwood
3. Beverly
4. Brighton Park
5. Chicago Lawn
6. Daley
7. Wrightwood
8. Scottsdale
9. Sherman Park
10. Walker

*(Sub)Exhibit 6.**Initial Prices Of Services.*

Vending Program

Pricing.

Description	Cost Per Copy
Copiers	
8.5 x 11 Coin	\$.15
8.5 x 11 Mag Card	\$.13
11 x 17 Coin	\$.25
11 x 17 Mag Card	\$.23
Microfilm/Fiche	
8.5 x 11 Coin	\$.15
8.5 x 11 Mag Card	\$.13
11 x 17 Coin	\$.25
11 x 17 Mag Card	\$.23
Printers	
8.5 x 11 Coin	\$.15
8.5 x 11 Mag Card	\$.13
Typewriters	
3 hours/day, 22 Typewriters, 26 days/month	\$.25 -- 15 minutes (\$1/hour)

Copy Center Services

Pricing.

Description	Cost Per Copy
Copies	
8.5 x 11, 8.5 x 14 White	\$.20
11 x 17 White	\$.30
3 Hole	\$.30
8.5 x 11, 8.5 x 14 Color	\$.25
11 x 17 Color	\$.25
8.5 x 11, 8.5 x 14 Cardstock	\$.40
Transparencies	\$1.00
Labels	\$2.00
Reduction/Enlargement	
On to 8.5 x 11, 8.5 x 14	\$.50
On to 11 x 17	\$.50
Color Copies	
8.5 x 11, 8.5 x 14	\$2.00
11 x 17	\$3.00
Transparencies	\$3.00

Description	Cost Per Copy
Slides	
8.5 x 11, 8.5 x 14	\$3.00
11 x 17	\$4.00
Transparencies	\$4.00
Fax Service	
Outgoing (708) or (312) 1 Page	\$2.00
Additional Pages	\$1.00
Long Distance, 1 Page	\$3.00
Additional Pages	\$1.00
Incoming, Per Page	\$1.00
Stapling	
Normal, Per Staple	\$.05
Heavy Duty, Per Staple	\$.20
Cutting, Per cut, per 100 sheets	\$.01
Folding (per sheet)	\$.02
Bookcopying	\$.50
Glass Work	\$.50
Laser Printing	\$.50
Microfiche/Film Copies	\$4.00
CD ROM Services	\$4.00

Description	Cost Per Copy
Pickup and Delivery (Loop Area)	\$15.00
Mailing	Varies
Patent Services, per patent + Copy Costs	\$20.00

(Sub)Exhibit 7.

Form Of Installation Schedule.

¹Week One:

Date:

Building:

Location within Building:

Equipment:

¹Repeat for each day of the week, for each Building and for each week during the installation period.

(Sub)Exhibit 8.

Contractor's Performance Bond.

(Specimen Copy)

Know All Men By These Presents, That we, _____
Principal, hereinafter referred to as Contractor, and _____,
Surety, of the County of Cook and State of Illinois, are held and firmly bound
unto the City of Chicago in the penal sum of _____ lawful
money of the United States, for the payment of which sum of money, well
and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these
presents.

Sealed with our seals and dated this ____ day _____ of A.D., 19 ____.

The Condition Of The Above Obligation Is Such, That whereas the above
Bounden Contractor has entered into a certain contract with the City of
Chicago, bearing date the ____ day of _____ A.D. 19 ____, for

Now, if the said Contractor shall in all respects well and truly keep and
perform the said contract on _____ part, in accordance with
the terms and provisions of all of the Contract Documents comprising said
contract, and in the time and manner therein prescribed, and further shall
save, indemnify, and keep harmless the City of Chicago against all loss,
damages, claims, liabilities, judgments, costs, and expenses which may in
anywise accrue against said City of Chicago, in consequence of the granting
of said contract, or which may in anywise result therefrom, or which may in
anywise result from any injuries to, or death of, any person, or damage to
any real or personal property, arising directly or indirectly from, or in
connection with, work performed or to be performed under said contract by
said Contractor, _____ Agents, Employees or Workmen,
assignees, subcontractors, or anyone else, in any respect whatever, or which
may result on account of any infringement of any patent by reason of the
materials, machinery, devices or apparatus used in the performance of said
contract, and moreover, shall pay to said City any sum or sums of money

determined by the Purchasing Agent to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by _____ assignees and subcontractors, in or about the performance of said contract, and shall insure _____ liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of an Act of the General Assembly of the State of Illinois, entitled "An Act to promote the general welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment within this State, and without this State where the contract of employment is made within this State; providing for the enforcement and administering thereof, and a penalty for its violation, and repealing an Act therein named", approved July 9, 1951, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act to promote the general welfare of the people of this State by providing remedies for injuries suffered or death resulting from occupational diseases incurred in the course of employment; providing for enforcement and administration thereof, and to repeal an Act therein named", approved July 9, 1951, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration, or removal of buildings, bridges, viaducts and other structures, and to provide for the enforcement thereof", approved June 3, 1907, as amended, and generally known as the "Scaffolding Act", then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or _____ agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts of the General Assembly of the State of Illinois, when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of an Act entitled "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended (hereinafter called the "Act"); provided, further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall have contained the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the one hundred twenty (120) day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of the work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time,

alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved _____ 19 _____ (Seal)

_____ (Seal)

Purchasing Agent

_____ (Seal)

Approved As To Form And Legality: _____ (Seal)

_____ (Seal)

Assistant Corporation Counsel

Form Of Letter Of Credit.

(date)

[Date]

City of Chicago
c/o Commissioner of the Library
400 South State Street
Chicago, Illinois 60605

Ladies and Gentlemen:

We hereby issue irrevocable Stand-By Letter of Credit No. _____ in your favor for the account of Xerox Corporation, 800 Long Ridge Road, P.O. Box 1600, Stamford, CT 06904, up to an aggregate amount of U.S. Dollars \$ _____.

Funds under this Credit are available to you unconditionally against your sight drafts for any sum or sums not exceeding a total of U.S. Dollars \$ _____ drawn on us mentioning our Credit No. _____ purportedly signed by the Commissioner of the Library or the City Comptroller of the City of Chicago (whether acting or actual).

Our obligations hereunder are primary obligations and shall not be affected by the performance or non-performance by Xerox Corporation, under any agreement with the City. We engage with you that any draws under this Credit shall be duly honored on sight if presented to us on or before _____.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce publication No. 400 (U.C.P.) and to the Uniform Commercial Code -- Letters of Credit, 810 ILCS 5/5-101, et seq. (1992) as amended, as in effect in the State of Illinois (U.C.C.). To the extent the provisions of the U.C.P. and the U.C.C. conflict, the provisions of the U.C.C. shall control.

(authorized signature)

(Sub)Exhibit 9.

Contractor's Affidavit.

Specification Number: B19157601

Bidder/Proposer Name: Xerox Business Services

Bidder/Proposer Address: 160 North Franklin Street

2nd Floor

Chicago, Illinois 60606

Federal Employer I.D. Number: 160468020

or Social Security Number: _____

Instructions: For Use With A 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.

The undersigned Michael Krapec, as Center Manager -- XBS
(Name) (Title)

and on behalf of Xerox Corporation ("Contractor") having been duly
(Business Name)

sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Sections 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: Corporation Sole Proprietor
(Check One) Partnership Not-for-Profit Corporation
 Joint Venture Other

Section 1.

For-Profit Corporations.

a. Incorporated in the State of New York

b. Authorized to do business in the State of Illinois: Yes [x] 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)
(See Annual Report)			

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
N/A		%
		%
		%
		%

e. Is the corporation owned partially or completely by one or more other corporations? Yes [] No [x]

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 Annual Report)		_____ %
		_____ %
		_____ %
		_____ %

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
_____	_____ %
_____	_____ %

Names Of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %

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 [] If "No", complete items b and c of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest:

Name(s) Of Principal(s) (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

Section 4.

*Land Trusts, Business 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.

Section 5.

Not-For-Profit Corporations.

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.

"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: _____

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. The 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. 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. (MJK) 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 (D)(1)(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 (D)(1) 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), (B) or (C) below. If unable to certify as to the statements contained in (A), (B) or (C) below, please contact the Department of Purchases, Contracts and Supplies for the City of Chicago.

- A. (MJK) The Contractor has no contracts for professional services, either directly or through any of its subsidiaries with South Africa, any South African business, or any business or corporation for the express purpose of assisting operations in or trading with any private or public entity located in South Africa ("Prohibited Contracts"). The Contractor certifies that neither it or nor its subsidiaries have been disqualified from acting as a financial institution for the City under the Anti-Apartheid Ordinance.
- B. (MJK) Further, Contractor certifies that it and its subcontractors under the subject contract will not provide to the City any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.
- C. (MJK) The Contractor and its subsidiaries maintain a policy not to enter into additional Prohibited Contracts in the future and will maintain that policy during the term of this contract with the City; and that the Contractor and its subsidiaries are actively pursuing a program of disengaging from all Prohibited Contracts and will complete their disengagement within one year from the date of this affidavit. Contractor also certifies that it has complied with Anti-Apartheid Regulation 5.1(a) and (b) and attached the necessary information and will report on a quarterly basis concerning the status of the disengagement program to the Purchasing Agent and the head of the City department with which the Contractor enters into this contract. The Contractor certifies that neither it or nor its subsidiaries have been disqualified from acting as a financial institution for the City under the Anti-Apartheid Ordinance.

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.

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.

- 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.

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, 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) Michael Krapec
Signature of Authorized Officer

Michael Krapec
Name of Authorized Officer (Print
or Type)

Center Manager
Title

(312) 902-5732
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 19th day of May, 19 93
by Michael Krapec (Name)
as Center Manager (Title)
Xerox Business Services (Contractor).

Florence Agazzi
Notary Public Signature
"Official Seal"
Florence Agazzi
Notary Public, State of Illinois
My commission expires March 20, 1995.

[Annual report referred to in this Contractor's Affidavit omitted
for printing purposes but on file and available for public
inspection in Office of the City Clerk.]

(Sub)Exhibit 10.

*Special Conditions Regarding Minority Business Enterprise
Commitment And Women Business Enterprise
Commitment (Including Schedules C-1
And D-1).*

Clarifying Addendum To The Special Condition
Regarding M.B.E. And W.B.E. Commitment
And Schedule D-1.

"Total Contract Price", as used in Section "I.B." of Special Condition Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment, previously set forth in this (Sub)Exhibit 10, shall mean Gross Revenues.

The annual M.B.E. requirement of the Contractor under this Agreement shall be computed by multiplying .25 (representing the required M.B.E. percentage of 25%) by the Total Contract Price in each and every year the Agreement is in effect.

The annual W.B.E. requirement under this Agreement shall be computed by multiplying .05 (representing the required W.B.E. percentage of 5%) by the Total Contract Price in each and every year this Agreement is in effect.

"Percent Amount of Participation", as used in Schedule D of this (Sub)Exhibit 10, shall mean, for each M.B.E. or W.B.E. participant, the Dollar Amount of Participation (as used in Schedule D) divided by the Total Contract Price.

Special Conditions Regarding Minority Business
Enterprise Commitment And Women
Business Enterprise
Commitment.

I. Policy And Terms.

A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) in accordance with Section 2-92-420, et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority- and Women-Owned Businesses and all other regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum

opportunity to participate fully in the performance of this Agreement. Therefore, the Contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex and shall take affirmative action to ensure that women- and minority-owned businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Purchasing Agent has established a goal of awarding not less than twenty-five percent (25%) of the annual dollar value of all contracts to certified M.B.E.s and five percent (5%) of the annual value of all contracts to certified W.B.E.s.

B. Accordingly, the Contractor commits to expend at least the following percentages of the Total Contract Price (inclusive of any and all modifications and amendments), if awarded, for contract participation by M.B.E.s and W.B.E.s:

Year Advertised	M.B.E. Percentage	W.B.E. Percentage
1991	21.1%	5%
1992	19.5%	4.9%
1993	17.7%	4.8%
after 1993	16.9%	4.5%

C. This commitment is met by the Contractor's status as a M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s as prime contractor (to the extent of the M.B.E. or W.B.E. participation in such joint venture), or by subcontracting a portion of the work to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the performance of the contract from one or more M.B.E.s or W.B.E.s, or by the indirect participation of M.B.E.s or W.B.E.s in other aspects of the Contractor's business (but no dollar of such indirect M.B.E. or W.B.E. participation shall be credited more than once against a contractor's M.B.E. or W.B.E. commitment with respect to all contracts of such contractor), or by any combination of the foregoing. Note: M.B.E./W.B.E. participation goals are separate and those businesses certified with the City of Chicago as both an M.B.E./W.B.E. shall not be credited more than once against a contractor's M.B.E. or W.B.E. commitment in the performance of the contract.

D. As noted above, the Contractor may meet all or part of this commitment by contracting with M.B.E.s or W.B.E.s for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of M.B.E./W.B.E. participation, the

Contractor shall first consider involvement of M.B.E.s/W.B.E.s as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Purchasing Agent will require the Contractor to demonstrate the specific efforts undertaken by it to involve M.B.E.s and W.B.E.s directly in the performance of this contract.

E. The contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.'s or W.B.E.'s in private sector projects.

II. Definitions.

A. "Minority Business Enterprise" or "M.B.E." means a firm awarded certification as a minority-owned and controlled business in accordance with City ordinances and regulations.

B. "Women Business Enterprise" or "W.B.E." means a firm awarded certification as a women-owned and controlled business in accordance with City ordinances and regulations.

C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as M.B.E.s and W.B.E.s, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed M.B.E. and W.B.E. firms.

D. "Area of Specialty" means the description of an M.B.E. or W.B.E. firm's business which has been determined by the Purchasing Agent to be most reflective of the M.B.E. or W.B.E. firm's claimed specialty or expertise. Each M.B.E./W.B.E. letter of certification contains a description of its Area of Specialty. This information is also contained in the Directory. Credit toward this contract's M.B.E. and W.B.E. participation goals shall be limited to the participation of firms performing within their Area of Specialty.

Notice: The City does not make any representation concerning the ability of any M.B.E./W.B.E. to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of M.B.E.s/W.B.E.s to satisfactorily perform the work proposed.

E. "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 M.B.E.s and W.B.E.s in contract work. A joint venture seeking to be credited for M.B.E./W.B.E. participation may be formed among certified M.B.E./W.B.E. firms or between certified M.B.E./W.B.E. firm(s) and non-M.B.E./W.B.E. firm(s).

A joint venture is eligible for M.B.E./W.B.E. credit if the M.B.E./W.B.E. partner(s) share 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 M.B.E./W.B.E. ownership percentage.

F. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Counting M.B.E./W.B.E. Participation Toward The Contract Goals.

A. The inclusion of any M.B.E. or W.B.E. in the contractor's M.B.E./W.B.E. Utilization Plan shall not conclusively establish the contractor's right to full M.B.E./W.B.E. credit for that firm's participation in the contract.

B. The Purchasing Agent reserves the right to deny or limit M.B.E./W.B.E. credit to the contractor where any M.B.E. or W.B.E. is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its M.B.E. and W.B.E. goals 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 the performance of a clearly defined and distinct element of work and is carrying 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. The amount of M.B.E./W.B.E. participation credit shall be based upon an analysis by the Purchasing Agent of the specific duties that will be performed by the M.B.E. or W.B.E. Each M.B.E./W.B.E. shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the M.B.E. /W.B.E..

C. The participation of M.B.E.s and W.B.E.s who have been certified as "brokers" shall no longer be considered eligible to participate on contracts awarded by the City in 1993 and thereafter until further notice for any consideration of M.B.E. or W.B.E. credit.

D. Credit for the participation of M.B.E.s/W.B.E.s as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the M.B.E./W.B.E. as specified by the joint venture's executed joint venture agreement. The Purchasing Agent reserves the right to deny or limit M.B.E./W.B.E. credit to the contractor where any M.B.E./W.B.E. joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

IV. Regulations Governing Reductions To Or Waiver Of M.B.E./W.B.E. Goals.

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the M.B.E./W.B.E. commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the M.B.E. and/or W.B.E. percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the M.B.E./W.B.E. percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Purchasing Agent or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Purchasing Agent or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Purchases complete documentation that adequately addresses the conditions for waiver described herein. Proposers responding to Request for Proposals (R.F.P.s) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Purchases complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (R.F.I./R.F.Q.s) deemed by the Purchasing Agent or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver

described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Purchasing Agent, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Purchasing Agent, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or readvertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation.

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified M.B.E./W.B.E. firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified M.B.E./W.B.E. firms;
 - b. A listing of all M.B.E./W.B.E. firms contacted that includes:
 - i) Names, address and telephone numbers of M.B.E./W.B.E. firms solicited;
 - ii) Date and time of contact;
 - iii) Method of contract (written, telephone, transmittal of facsimile documents, et cetera).
 - c. Copies of letters of any other evidence of mailing that substantiates outreach to M.B.E./W.B.E. vendors that includes:

- i) Project identification and location;
- ii) Classification/commodity of work items for which quotations were sought;
- iii) Date, item and location for acceptance of subcontractor bid proposals;
- iv) Detailed statement which summarizes direct negotiations with appropriate M.B.E./W.B.E. firms for specific portions of the work and indicates why negotiations were unsuccessful;
- v) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve M.B.E./W.B.E. goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on M.B.E./W.B.E. subcontractors for the type of work that was solicited.

Or

2. Subcontractor participation will be deemed excessively costly when the M.B.E./W.B.E. subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontract's quote is excessively costly, the bidder/proposer must provide the following information:
 - a. A detailed statement of the work identified for M.B.E./W.B.E. participation for which the bidder/proposer asserts the M.B.E./W.B.E. quote(s) were excessively costly (in excess of 20% higher).
 - i) A listing of all potential subcontractors contacted for a quotation on that work item;
 - ii) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - b. Other documentation which demonstrates to the satisfaction of the Purchasing Agent that the M.B.E./W.B.E. proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination

will be based on factors that include, but are not limited to the following:

- i) The City's estimate for the work under a specific subcontract;
- ii) The bidder/proposer's own estimate for the work under the subcontract;
- iii) An average of the bona fide prices quoted for the subcontract;
- iv) Demonstrated increase in other contract costs as a result of subcontracting to the M.B.E./W.B.E. or other firm.

B. Assist Agency Participation.

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the M.B.E./W.B.E. business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Purchasing Agent or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability.

1. If the Purchasing Agent determines that a lesser M.B.E. and/or W.B.E. percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Purchasing Agent determines prior to the bid solicitations that M.B.E./W.B.E. subcontractor participation is impracticable.

This may occur whenever the Purchasing Agent determines that for reasons of time, need, industry practices or standards not previously known by the Purchasing Department Administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Purchasing Agent has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

V. Procedure To Determine Bid Compliance.

The following Schedules and described documents constitute the bidder's M.B.E./W.B.E. proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule C-1: Letter Of Intent From M.B.E./W.B.E. To Perform As Subcontractor, Supplier And/Or Consultant.

A Schedule C-1 executed by the M.B.E./W.B.E. (or Schedule B/Joint Venture Subcontractor) must be submitted by the bidder/proposer for each M.B.E./W.B.E. included on their Schedule D-1 and must accurately detail the work to be performed by the M.B.E./W.B.E. and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must be in triplicate with original signatures on all documents.) Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters Of Certification.

A copy of each proposed M.B.E./W.B.E. firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the M.B.E./W.B.E. firm's Area of Specialty. The M.B.E./W.B.E. firm's scope of work, as detailed by their Schedule C-1 must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's/proposer's M.B.E./W.B.E. proposal includes the participation of M.B.E./W.B.E. as joint venturer on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement and a Schedule B.

In order to demonstrate the M.B.E./W.B.E. partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the M.B.E./W.B.E.; and (3) the commitment of management, supervisory and operative personnel employed by the M.B.E./W.B.E. to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

D. Required Schedules Regarding D.B.E./M.B.E./W.B.E. Utilization.

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed M.B.E./W.B.E. firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the M.B.E./W.B.E. commitment in accordance with Section IV herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each M.B.E./W.B.E. firm included on their Schedule D-1. The total dollar commitment to proposed M.B.E.s must at least equal the M.B.E. goal, and the total dollar commitment to proposed W.B.E.s must at least equal the W.B.E. goal. Bidders are responsible for calculating the dollar equivalent of the M.B.E. and W.B.E. goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening (See Section V. A. above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized in triplicate to conform with the Schedule C-1). Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed

to reduce the dollar commitment made to any M.B.E. or W.B.E. in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

VI. Reporting Requirements During The Term Of The Contract.

A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the M.B.E.s and W.B.E.s included in their approved M.B.E./W.B.E. Utilization Plan. These written agreements shall be made available to the Purchasing Agent upon request.

B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, a "M.B.E./W.B.E. Utilization Report", indicating final M.B.E. and W.B.E. payments shall be submitted directly to the Department of Purchases, Contracts and Supplies so as to assure receipt either at the same time, or before the using Department receives contractor's final invoice. (Notice: Do not submit invoices with "M.B.E./W.B.E. Utilization Reports".) Final payments may be held until the Utilization Reports have been received.

C. During the term of all other contracts, the contractor shall submit regular "M.B.E./W.B.E. Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Purchasing Agent, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Purchasing Agent, the contractor's first "M.B.E./W.B.E. Utilization Report" will be due ninety (90) days after the date of contract award and reports will be due quarterly thereafter.

D. "M.B.E./W.B.E. Utilization Reports" are to be submitted directly to: Department of Purchases, Contracts and Supplies, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 North LaSalle Street, Chicago, Illinois 60602.

E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VII. M.B.E./W.B.E. Substitutions.

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new M.B.E. or W.B.E. in order to actually fulfill the M.B.E./W.B.E. requirements.

The contractor must notify the Purchasing Agent immediately in writing of the necessity to reduce or terminate an M.B.E./W.B.E. subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the name, address and principal official of the substitute M.B.E./W.B.E. and the dollar value and scope of work of the subcontract. Attached should be all the requisite M.B.E./W.B.E. affidavits and documents, as enumerated above in Section V, "Procedure to Determine Bid Compliance".

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with M.B.E./W.B.E. contract requirements.

After award of contract, no relief of the M.B.E./W.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the M.B.E./W.B.E. requirements of this contract 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 the contractor to locate specific firms, solicit M.B.E./W.B.E. bids, seek assistance from technical assistance agencies, et cetera, as outlined above in the section entitled "Regulations Governing Reductions To or Waiver of M.B.E./W.B.E. Goals".

VIII. Non-Compliance And Damages.

The following constitute a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the M.B.E./W.B.E. percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an M.B.E. or W.B.E., such status was a factor in contract award, and was misrepresented by the Contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified

subcontractor or supplier, upon proper notification to the Purchasing Agent and/or Contract Compliance Administrator and make every effort to identify and engage a qualified M.B.E. or W.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 the contractor may be withheld until corrective action is taken.

IX. Arbitration.

A. In the event a Contractor has not complied with the contractual M.B.E./W.B.E. percentages in its Schedule D, underutilization of M.B.E.s/W.B.E.s shall entitle the affected M.B.E./W.B.E. to recover from the Contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the Contractor and such affected M.B.E.s/W.B.E.s regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing M.B.E./W.B.E. in accordance with these regulations. This provision is intended for the benefit of any M.B.E./W.B.E. affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an M.B.E./W.B.E..

B. An M.B.E./W.B.E. desiring to arbitrate shall contact the Contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) days of the Contractor receiving notification of the intent to arbitrate from the M.B.E./W.B.E. the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("A.A.A."), a not-for profit agency, with an office at 205 West Wacker Drive, Suite 1100, Chicago, Illinois 60606-1212 [Phone: (312) 346-2282; Fax: (312) 346-0135]. All such arbitrations shall be initiated by the M.B.E./W.B.E. filing a demand for arbitration with the A.A.A.; shall be conducted by the A.A.A.; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the M.B.E./W.B.E.; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees as damages to a prevailing M.B.E./W.B.E..

D. The M.B.E./W.B.E. must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the A.A.A.. The

M.B.E./W.B.E. also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

X. Record Keeping.

The Contractor shall maintain records of all relevant data with respect to the utilization of M.B.E.s/W.B.E.s, retaining these records for a period of at least three (3) years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, federal or state authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XI. Information Sources.

Small business guaranteed loans; surety bond guarantees; 8(a) certification:

U.S. Small Business
Administration
Suite 437
219 South Dearborn Street
Chicago, Illinois 60604
Attention: Jack Smith,
District Director
(312) 353-4529

Bond Guarantee Program Surety
Bond
Fifth Floor
230 South Dearborn Street
Chicago, Illinois 60604
Attention: Tony Zanetello
(312) 353-7331

Procurement Assistance
Fifth Floor
230 South Dearborn Street
Chicago, Illinois 60604
Attention: Robert Murphy,
Assistant Regional Administrator
(312) 353-1395

Project information and general M.B.E./W.B.E. information:

City of Chicago
Department of Purchases
Contract Monitoring and
Compliance
City Hall -- Room 403
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Patricia J. Martin
(312) 744-1895

City of Chicago
Department of Purchases
Contract Administrator Division
City Hall -- Room 403
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Diana Mingauw
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Purchases
Certification Unit
City Hall -- Room 403
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Carnice Carey
(312) 744-1896

Information on M.B.E./W.B.E. availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
11th Floor
1412 Broadway
New York, New York 10018
Attention: Anne Astrlon
(212) 944-2430

Chicago Regional Purchasing
Council
Suite 925
36 South Wabash Avenue
Chicago, Illinois 60602
Attention: Maye Foster
Thompson
(312) 263-0105

[Schedule "C-1" referred to in these Special Conditions Regarding Minority and Women's Business Enterprise Commitments omitted for printing purposes but on file and available for public inspection in Office of the City Clerk.]

Attachments "A", "B" and Schedules "B" and "D-1" to these Special Conditions Regarding Minority and Women's Business Enterprise Commitments read as follows:

Attachment "A".

Assist Agencies.

Non-Construction.

Cando
Suite 910
343 South Dearborn
Street
Chicago, Illinois 60604
(312) 939-7171
(312) 939-7236*

National Association of
Women Business Owners-
Chicago Chapter
Suite 270
825 Greenbay Road
Wilmette, Illinois 60091
Attention: Kevin Boyer
(708) 256-1563
(708) 256-8954*

Uptown Center Hull
House
4520 North Beacon
Street
Chicago, Illinois 60640
Attention: Ed Jacob/
Curt Roeschley
(312) 561-3500

Latin American
Chamber of
Commerce
Suite 12
2539 North Kedzie
Avenue
Chicago, Illinois 60647
Attention: D. Lorenzo
Padron/Christina
Hernandez
(312) 252-5211
(312) 252-7065*

Midwest Women's Center
828 South Wabash Avenue
Chicago, Illinois 60604
Attention: Mary Morten
(312) 922-8530
(312) 922-8931*

The Neighborhood
Institute
2255 East 75th Street
Chicago, Illinois 60649
Attention: Olivia
Grady/Adrian Hill
(312) 933-2021
(312) 933-2039*

* Facsimile Number

Women In Business
Yellow Pages
Suite 150
7358 North Lincoln
Avenue
Chicago, Illinois 60646
Attention: Ida Bialik
(708) 679-7800
(708) 679-7845*

Asian American
Small Business
Association
5023 North Broadway
Chicago, Illinois 60640
Attention: Charles Soo
(312) 728-1030

Minority Economic
Resource Corp.
Minority Business
Department
2570 East Devon
Avenue
DesPlaines, Illinois
60018
Attention: Carlina
Rodriguez
(708) 297-4705
(708) 297-5343*

Cosmopolitan Chamber of
Commerce
Suite 100
1326 South Michigan Avenue
Chicago, Illinois 60605-2602
Attention: Consuelo Pope
(312) 786-0212
(312) 786-9079*

Illinois Department of
Commerce and
Community Affairs
Suite 3-400
100 West Randolph Street
Chicago, Illinois 60601
Attention: Mollie Cole
(312) 814-6111
(312) 814-6732*

Industrial Council of
Northwest Chicago
2023 West Carroll Avenue
Chicago, Illinois 60612
Attention: Andrew
Goldsmith
(312) 421-3941

North River Commission/
Ladcor
4745 North Kedzie Avenue
Chicago, Illinois 60625
Attention: Joel Bookman
(312) 478-0202

Chicago Business Development
Center
Suite 2920
180 North LaSalle Street
Chicago, Illinois 60601
Attention: Ben Liddell
(312) 444-9884

International Trade
Bureau-Operation
P.U.S.H.
930 East 50th Street
Chicago, Illinois 60615
(312) 373-3366
(312) 373-3571*

Chicago Regional
Purchasing Council
36 South Wabash
Avenue
Chicago, Illinois 60603
Attention: Maye
Foster Thompson
(312) 263-0105
(312) 263-0280*

Triton College
Small Business
Development Center
2000 Fifth Avenue
River Grove, Illinois
60171
Attention: Harry
McGinnis
(708) 456-0300

* Facsimile Number

Westside Small Business
Development Corp.
112 North Pulaski Road
Chicago, Illinois 60624
Attention: David Young
(312) 638-1990

M.E.G.A. Center
Operated by: Burgos &
Associates, Inc.
7th Floor
105 West Adams Street
Chicago, Illinois 60603
Attention: Dan Drapala
(312) 977-9190
(312) 977-9196*

Women's Business Development
Center
Suite 400
8 South Michigan Avenue
Chicago, Illinois 60603-3306
Attention: Hedy Ratner/
Elizabeth Scully
(312) 853-3477
(312) 853-0145*

Chicago Urban League
4510 South Michigan Avenue
Chicago, Illinois 60653
Attention: Lee V. Smith
(312) 285-5800 X383
(312) 285-7772*

Little Village 26th Street
Area Chamber of Commerce
3610 West 26th Street
Chicago, Illinois 60623
Attention: Abundio Zaragoza, Jr.
(312) 521-5387
(312) 521-7103*

Mexican American Chamber
of Commerce
Suite 500
111 East Wacker Drive
Chicago, Illinois 60601
Attention: Alphonse C. Gonzales
(312) 616-2737
(312) 226-3791*

Construction.

Association of Asian
Construction Enterprises
739 -- 741 South Cicero Avenue
Chicago, Illinois 60644
Attention: Mr. Samuel Chung,
President
(312) 421-6788
(312) 921-4188*

Women Construction Owners &
Executives
6723 South Pulaski Road
Chicago, Illinois 60629
Attention: Theresa Kern
(312) 582-9800
(312) 582-9850*

* Facsimile Number

Black Contractors United
Suite 503
1603 South Michigan Avenue
Chicago, Illinois 60616-1209
Attention: Jerome E. Peters
(312) 663-0704
(312) 663-0706*

National Association of Women
In Construction
c/o Kelso-Burnett Company
Suite 1216
223 West Jackson Boulevard
Chicago, Illinois 60606
Attention: Margie Homer
(312) 922-2610
(312) 922-2629*

Hispanic-American Construction
Industry Associations (H.A.C.I.A.)
Suite 610
542 South Dearborn Street
Chicago, Illinois 60605-1527
Attention: Carlos Ponce
(312) 786-0101

Mexican American Chamber
of Commerce of Illinois
Suite 500
111 East Wacker Drive
Chicago, Illinois 60601
Attention: Alphonse C. Gonzales
(312) 616-2737
(312) 226-3791*

African American Contractors
Association
1344 South Michigan Avenue
Chicago, Illinois 60605
Attention: Omar Shareef,
President
(312) 915-5960
(312) 663-9809*

Attachment "B".

(On Bidder/Proposer's Letterhead)

Return Receipt Requested

(Date)

* Facsimile Number

Re: Specification No: _____

Description: _____

(Assist Agency Name and Address)

Dear _____:

_____(Bidder/Proposer)____ intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. Due to the inability to identify an appropriate D.B.E./M.B.E./W.B.E. firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted. If you are aware of such a firm, please

contact _____ at _____
Name of Company Representative address/phone

within ten (10) working days of receipt of this letter.

Under the City of Chicago's M.B.E./W.B.E./D.B.E. Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Diane E. Minor, Contract Compliance Administrator
Department of Purchases, Contracts and Supplies
City of Chicago
121 North LaSalle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at
 _____.

Sincerely,

Schedule B: Affidavit Of Joint Venture (M.B.E./W.B.E.).

This form need not be submitted if all joint venturers are M.B.E.s and/or W.B.E.s. In such a case, however, a written joint venture agreement among the M.B.E. and W.B.E. venturers must be submitted. In all proposed joint ventures, each M.B.E. and/or W.B.E. venturer must submit a copy of their current Letter of Certification.

All Information Requested By This Schedule Must Be Answered In The Spaces Provided. Do Not Refer To Your Joint Venture Agreement Except To Expand On Answers Provided On This Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____

Address of joint venture: _____

Phone number of joint venture: _____

II. Identify each non-M.B.E./W.B.E. venturer(s):

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning M.B.E./W.B.E. compliance:

III. Identify each M.B.E./W.B.E. venturer(s):

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning M.B.E./W.B.E. compliance:

IV. Describe the role(s) of the M.B.E. and/or W.B.E. venturer(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the M.B.E. and/or W.B.E. venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the M.B.E./W.B.E.'s own forces; (3) work items to be performed under the supervision of the M.B.E./W.B.E. venturer; and (4) the commitment of management, supervisory and operative personnel employed by the M.B.E./W.B.E. to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What are the percentage(s) of M.B.E./W.B.E. ownership of the joint venture?

M.B.E./W.B.E. ownership percentage(s) _____

Non-M.B.E./W.B.E. ownership percentages _____

B. Specify M.B.E./W.B.E. percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of M.B.E./W.B.E.
Partner Firm

Name of Non-M.B.E./W.B.E.
Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this ____ day of _____, 19____, the above-signed officers

(names of affiants)

personally appeared and, known to me to be the persons described in the

foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Signature of Notary Public

My commission expires: _____

(SEAL)

Schedule D-1.

Affidavit Of M.B.E./W.B.E. Goal Implementation Plan.

Contract Name: Copy Center & Copy Vending Services

Specification No.: B19157601

State of Illinois

County (City) of Cook

I Hereby Declare And Affirm, that I am duly authorized representative of:

Xerox Corporation
(Name of Bidder/Proposer)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the M.B.E./W.B.E. goals of this contract.

All M.B.E./W.B.E. firms included in this plan have been certified as such by the City of Chicago (Letters of Certification attached) or have had a complete application for M.B.E./W.B.E. Certification on file with the City of Chicago for at least 30 days.

I. Direct Participation Of M.B.E./W.B.E. Firms.

(Note: The bidder/proposer shall, in determining the manner of M.B.E./W.B.E. participation, first consider involvement with M.B.E./W.B.E. firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder/proposer is a certified M.B.E. or W.B.E. firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as a M.B.E. satisfies the M.B.E. goal only. Certification of the bidder/proposer as a W.B.E. satisfies the W.B.E. goal only.)
- B. If bidder/proposer is a joint venture and one or more joint venture partners are certified M.B.E.s or W.B.E.s, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the M.B.E./W.B.E. firm(s) and its ownership interest in the joint venture.
- C. M.B.E./W.B.E. Subcontractors/Suppliers/Consultants:

1. Name of M.B.E./W.B.E.: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes ___ No ___ *(see page 2)

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

2. Name of M.B.E./W.B.E.: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
3. Name of M.B.E./W.B.E.: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
4. Name of M.B.E./W.B.E.: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

5. Name of M.B.E./W.B.E.: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes _____ No _____ *
6. Attach additional sheets as needed.

II. Indirect Participation Of M.B.E./W.B.E. Firms.

(Note: This section need not be completed if the M.B.E./W.B.E. goals have been met through the direct participation outlined in Section I. If the M.B.E./W.B.E. goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed M.B.E./W.B.E. direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

M.B.E./W.B.E. Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

- A. Name of M.B.E: Turnbull Enterprises, Inc.
 Address: 333 North Michigan Avenue, Suite 532, Chicago, Illinois 6060

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

Contact Person: Nadine Murray Phone: (312) 755-0505

Dollar Amount Participation: \$390,000 per year

Percent Amount of Participation: 25 %

Schedule C-1 attached? Yes No *

B. Name of W.B.E.: C. C. B. Services, Inc.

Address: 1701 Golf Road, Rolling Meadows, Illinois 60008

Contact Person: Mr. Waddell Steel Phone: (708) 228-1801

Dollar Amount Participation: \$78,000 per year

Percent Amount of Participation: 5 %

Schedule C-1 attached? Yes No *

C. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes No *

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

D. Name of M.B.E./W.B.E.: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes ___ No ___ *

E. Attach additional sheets as needed.

III. Summary Of M.B.E./W.B.E. Proposals.

A. M.B.E. Proposal:

1. M.B.E. Direct Participation (from Section I):

M.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct M.B.E. Participation:	\$ _____	_____ %

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

W.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect W.B.E. Participation:	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as the M.B.E./W.B.E. Liaison Officer:

Name: Anne R. Dempsey Phone Number: (312) 902-5708

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the Contractor, to make this affidavit.

(Signed) Anne R. Dempsey (July 7, 1993)
Signature of Affiant (Date)

State of Illinois

County of Cook

This instrument was acknowledged before me on July 7, 1993 (date) by
 Anne R. Dempsey (name/s of person/s) as
 Officer (type of authority, e.g., officer, trustee, etc.) of
 Xerox Corporation (name of party on behalf of whom instrument was
executed).

(Signed) Roberto D. Roque
Signature of Notary Public

Official Seal
Roberto D. Roque
Notary Public, State of Illinois
My commission expires September 4, 1994.

Ms. Nadine Murray, Vice President of Operations
Turnbull Enterprises, Inc.
333 North Michigan Avenue
Suite 532
Chicago, Illinois 60601-3903

Dear Ms. Murray:

We are in receipt of your application to the City of Chicago for certification as a Minority Business Enterprise (M.B.E.). This application was made in the format of a Schedule A: 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 Turnbull Enterprises, Inc. is certified as an M.B.E. eligible to fulfill M.B.E. requirements on City contracts. Your firm is certified as of April 1, 1992 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:

Travel Management.

Your participation on City contracts will only be credited toward M.B.E. goals in your area of specialty. Credit for participation in other areas requires an expansion of your current certification. Requests for expansion of certification must be submitted to this office along with all documentation necessary to establish a justification for such expansion.

It is the obligation of Turnbull Enterprises, 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

D.B.E./M.B.E./W.B.E. Utilization Report.

Notice: This Report Is Not To Be Completed At The Time Of Bid Or Proposal Submission. If Awarded A Contract With An Approved D.B.E./M.B.E./W.B.E. Plan, The Prime Contractor Will Be Required To Submit This Report In Accordance With The Reporting Requirements Stated In The Special Condition Regarding Disadvantaged Or Minority And Women Business Enterprise Commitment.

Contract Administrator: _____ Specification No.: _____

Phone No.: _____ Contract No.: _____

Date of Award: _____

Utilization Report No.: _____

State of _____

County (City) of _____

In connection with the above-captioned contract:

I Hereby Declare And Affirm that I am the _____
(Title -- Print or Type)

and duly authorized representative of _____
 (Name of Company -- Print or Type)

 (Address of Company) () (Phone)

and that the following Disadvantaged, Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each D.B.E./M.B.E./W.B.E. sub-agreement and the amounts of money paid to each to date.

D.B.E./M.B.E./W.B.E. Name	Indicate If Firm (D.B.E./M.B.E Or W.B.E.)	Amount Of Contract	Amount Paid To Date
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Amount Billed To City: \$ _____

Amount Paid To Prime Contractor: \$ _____

For each D.B.E./M.B.E. and/or W.B.E. listed on this report, briefly describe the work or goods/services provided in relation to this contract. (Indicate line items, if applicable)

D.B.E./M.B.E./W.B.E. Name	Description Of Work/Services And/Or Goods Provided
_____	_____
_____	_____
_____	_____

I Do Solemnly Declare And Affirm Under The Penalties Of Perjury That The Contents Of The Foregoing Document Are True And Correct, And That I Am Authorized, On Behalf Of The Contractor, To Make This Affidavit.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) 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).

Signature of Notary Public

(Seal)

AMENDMENT OF ORDINANCE WHICH ESTABLISHED
BOUNDARIES OF ENTERPRISE ZONE I.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the expansion of Enterprise Zone I, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

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 on December 23, 1982 passed an ordinance establishing Proposed Enterprise Zone I appearing on Council Journal of Proceedings pages 14288 to 14291; and amended and

appearing in the March 18, 1987 Council Journal of Proceedings on pages 40461 to 40464; and amended and appearing in the September 14, 1988 Council Journal of Proceedings on pages 17234 to 17236 (collectively, the "Designating Ordinance"); and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, 20 ILCS 655/1, et seq. ("Illinois Enterprise Zone Act") to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone I will increase the development and rehabilitation of the depressed areas on the west side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone I as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the Designating Ordinance is hereby amended by inserting the language in italics, as follows:

The following area, hereafter referred to as "Zone I", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone I;

starting at the Corporate Limits and the Eisenhower Expressway; then running east on the Eisenhower Expressway to Damen Avenue; then running south on Damen Avenue to 16th Street; then running east on 16th Street to Ashland Avenue; then running north on Ashland Avenue to Roosevelt Road; then running east on Roosevelt Road to Racine Avenue; then running south on Racine Avenue to Maxwell Street; then running east on Maxwell Street to Halsted Street; then running south on Halsted Street to 16th Street; then running east on 16th Street to *Jefferson Street; then running north on Jefferson Street extended to Maxwell Street; then east on Maxwell Street to Clinton Street; then south on Clinton Street extended to 16th Street; then east on 16th Street to the South Branch of the Chicago River; then running southwest along the river to 18th Street; then east on 18th Street to Wentworth Avenue extended; then south on Wentworth Avenue extended to Archer Avenue; then southwest on Archer Avenue to Cermak Road; then west on Cermak Road to the South Branch of the Chicago River; then running southwest along the river to Western Avenue; then running north on Kedzie Avenue to Cermak Road; then running west on Cermak Road to the Burlington railroad tracks; then running southwest along the*

Burlington railroad tracks to the Corporate Limits; then running north along the Corporate Limits to Roosevelt Road; then running west on Roosevelt Road to the Corporate Limits; then running north along the Corporate Limits to the Eisenhower Expressway to the point of the beginning. The aforementioned area shall exclude Douglas Park. (See Attachment A).

SECTION 2. That Section 2 of the Designating Ordinance is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

That Zone I meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

- 1) it is a contiguous area entirely within the City of Chicago;
- 2) it comprises [10.02] *10.09* square miles, which is within the range allowed by the Illinois Zone Act;
- 3) it is a depressed area as shown by census tract data and other data; and
- 4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. The Attachment A of the Designating Ordinance is hereby deleted and replaced with a new Attachment A attached to this ordinance.

SECTION 4. The modification of the boundaries of Enterprise Zone I provided herein shall not be effective unless the state approves such modification, and until such approval is given, none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone I approved and certified by the state.

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

[Attachment "A" to this ordinance printed on
page 36248 of this Journal.]

AMENDMENT OF ORDINANCE WHICH ESTABLISHED
BOUNDARIES OF ENTERPRISE
ZONE II.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the expansion of Enterprise Zone II, 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.

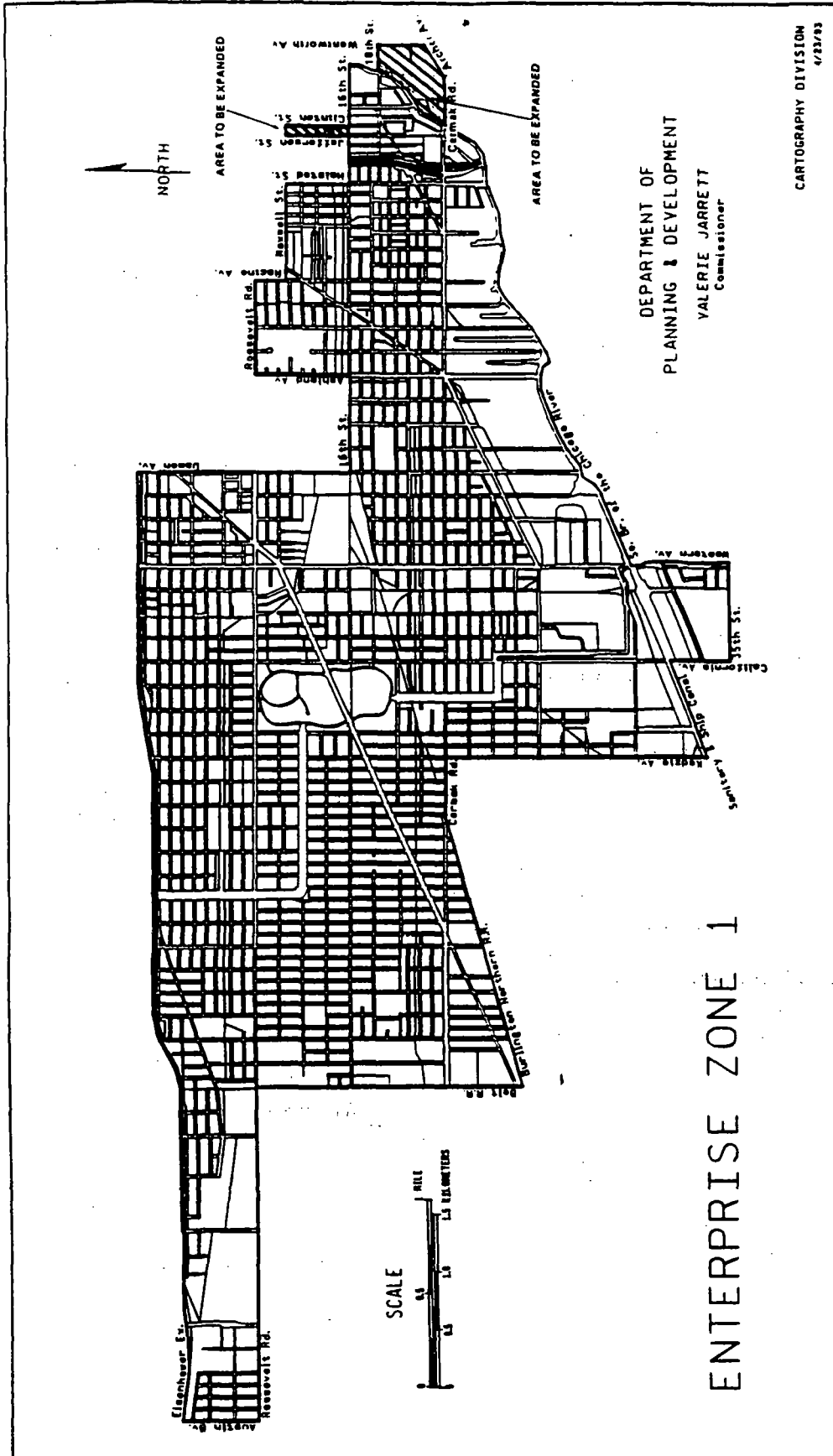
On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

(Continued on page 36249)

Attachment "A".



(Continued from page 36247)

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 on December 23, 1982 passed an ordinance establishing Proposed Enterprise Zone II appearing on Council Journal of Proceedings, pages 14291 to 14293; and amended and appearing in the June 20, 1984 Council Journal of Proceedings on pages 7531 to 7533; and amended and appearing in the September 12, 1990 Council Journal of Proceedings on pages 20248 to 20251; and amended and appearing in the February 4, 1992 Council Journal of Proceedings on pages 11914 to 11917; and amended and appearing in the December 15, 1992 Council Journal of Proceedings on pages 26560 to 26565 (collectively, the "Designating Ordinance"); and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, 20 ILCS 655/1, et seq. ("Illinois Enterprise Zone Act") to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone II will increase the development and rehabilitation of the depressed areas on the near south and southwest sides of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone II as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the Designating Ordinance is hereby amended by inserting the language in italics, as follows:

The following area, hereafter referred to as "Zone II", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone II;

beginning at the intersection of Western Avenue and the north side of Pershing Road, then running east on the north side of Pershing Road to Ashland Avenue, then running north on Ashland Avenue to 30th Street, then running east on 30th Street to Wabash Avenue, then

running north on Wabash Avenue to 28th Street, then running east on 28th Street to Michigan Avenue, then running south on Michigan Avenue to 30th Street, then running east on 30th Street to Dr. Martin Luther King, Jr. Drive, then running south on Dr. Martin Luther King, Jr. Drive to 35th Street, then running east on 35th Street to Cottage Grove Avenue, then running south on Cottage Grove Avenue to 51st Street, then running west on 51st Street to Ashland Avenue, then running north on Ashland Avenue to the south side of 47th Street, then running west on the south side of 47th Street to *the west side of Hoyne Avenue, then running south on the west side of Hoyne Avenue to 49th Street, then west along 49th Street to the east berm of the Conrail Railroad line, then north along the east berm of the Conrail Railroad line to 47th Street, then running west on the south side of 47th Street to Western Avenue, then running north on Western Avenue to the south side of Pershing Road, then west along the south side of Pershing Road to Kedzie Avenue, then south along Kedzie Avenue a distance of 800 feet, then west to the east boundary of the Santa Fe Railway property (Homan Avenue extended), then north along the east boundary of the Santa Fe Railway property to the south side of Pershing Road, then west along the south side of Pershing Road to Central Park Avenue, then south on Central Park Avenue to 47th Street, then east on 47th Street to the east side of Whipple Street, then south on the east side of Whipple Street to 48th Place, then east along 48th Place to California Avenue, then south on California Avenue to 49th Street extended, then west on 49th Street extended to Spaulding Avenue extended, then south on Spaulding Avenue extended to 51st Street, then west along 51st Street to a point which is 155 feet west of the center line of St. Louis Avenue, then north to 49th Street extended, then west along 49th Street extended to Central Park Avenue, then north on Central Park Avenue to 48th Street, then west on 48th Street to the east side of Cicero Avenue, then south on the east side of Cicero Avenue to the south boundary of the Chicago Belt Line Railroad property, then running southeasterly along the south boundary of the Chicago Belt Railroad property to a point in the northeast quarter of Section 27, Township 38 North, Range 13 East of the Third Principal Meridian, said point being a concrete monument with a bronze rod located at an approximate distance of 3,536 feet east of the west line of Section 27, and approximately 2,016 feet north of the east and west center line of Section 27, then continuing southeasterly a distance of 752 feet, then south a distance of 841 feet, then east a distance of 150 feet, then south to 76th Street extended, then running west along 76th Street extended a distance of 873 feet, then north a distance of 2,642 feet, then running parallel to the south boundary of the Chicago Belt Line Railroad property in a northwesterly direction to a point which is approximately 530 feet east of Kostner Avenue extended, then south a distance of 85 feet, then northwesterly along a line parallel to the south boundary of the Chicago Belt Line Railroad property to the east line of Kostner Avenue extended, then south along the east line of Kostner Avenue extended to a point which is approximately 196 feet south of the northern boundary of the Ford City Shopping Center, then west a*

distance of approximately 325 feet, then north to the northern boundary of the Ford City Shopping Center (such boundary being a concrete wall running in an easterly-westerly direction), then west along the northern boundary of the Ford City Shopping Center to a point which is approximately 190 feet east of Cicero Avenue, then north a distance of 450 feet, then west to Cicero Avenue, then north along Cicero Avenue to the north line of 72nd Street, then east along 72nd Street a distance of approximately 1,660 feet, then north a distance of approximately 800 feet to a point which is south of the Chicago Belt Line Railroad property line, then running parallel to the south boundary of the Chicago Belt Line Railroad property in a northwesterly direction to the median of Cicero Avenue, then running north along Cicero Avenue to 63rd Street, then west on 63rd Street to Central Avenue, then north on Central Avenue to 55th Street, then east on 55th Street to the west side of Cicero Avenue, then north on the west side of Cicero Avenue to the Sanitary and Ship Canal of Chicago, then northeasterly along the Sanitary and Ship Canal of Chicago to the Belt Railroad Line, then north along the Belt Railroad Line and the city boundary to 35th Street extended, then east along 35th Street extended to Kolin Avenue extended, then south along Kolin Avenue extended to the Stevenson Expressway, then northeast along the Stevenson Expressway to the north side of Pershing Road, then east along the north side of Pershing Road to Western Avenue (see Attachment A).

SECTION 2. That Section 2 of the Designating Ordinance is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

That Zone II meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

- 1) it is a contiguous area entirely within the City of Chicago;
- 2) it comprises [11.35] *11.71* square miles, which is within the range allowed by the Illinois Zone Act;
- 3) it is a depressed area as shown by census tract data and other data; and
- 4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. The Attachment A of the Designating Ordinance is hereby deleted and replaced with a new Attachment A attached to this ordinance.

SECTION 4. The modification of the boundaries of Enterprise Zone II provided herein shall not be effective unless the State approves such modification, and until such approval is given, none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone II approved and certified by the State.

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

[Attachment "A" to this ordinance printed on
page 36253 of this Journal.]

NOTICE OF PUBLIC HEARING ON CONTINUATION OF
SPECIAL SERVICE AREA NUMBER 5 AND LEVY
OF SPECIAL ANNUAL SERVICES TAX.

The Committee on Finance submitted the following report:

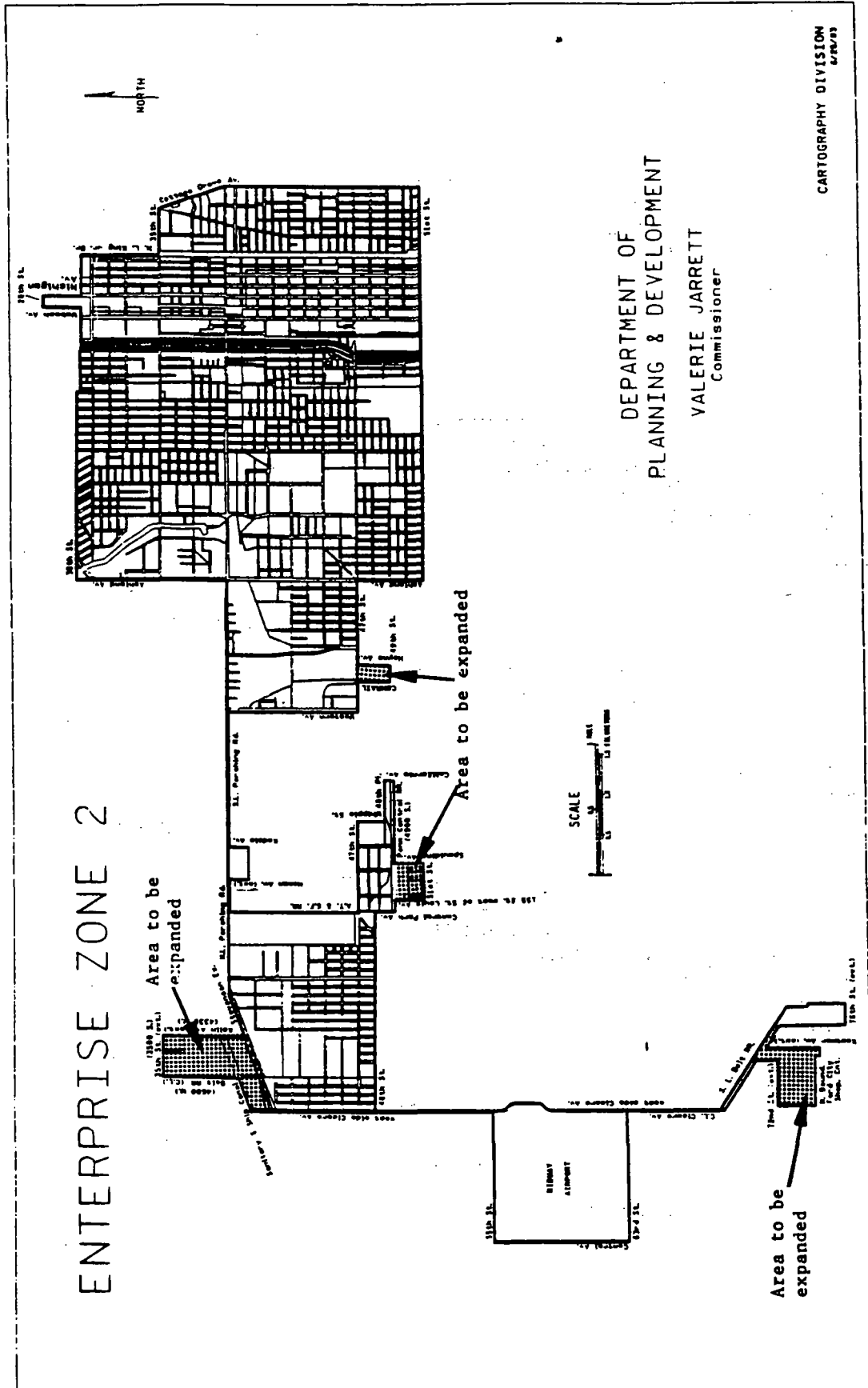
CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing on the continuation of Special Service Area Number 5, 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 36254)

Attachment "A".



ENTERPRISE ZONE 2

DEPARTMENT OF
 PLANNING & DEVELOPMENT
 VALERIE JARRETT
 Commissioner

CARTOGRAPHY DIVISION
8/28/93

(Continued from page 36252)

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" 35 ILCS 235 (the "Act") pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, The City Council of the City of Chicago adopted an ordinance on October 31, 1983, establishing the creation of an area within the City of Chicago known as "Special Service Area Number 5" and authorizing the levy of a special annual services tax (the "services tax") for a period of 10 years from the date thereof within said area for the purposes set forth therein (the "Establishment Ordinance"); and

WHEREAS, The City Council of the City of Chicago finds that it is in the public interest that consideration be given to the continuation of Special

Service Area Number 5; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area will benefit from the special services to be provided, including maintenance of all public ways through snow removal and sweeping, recruitment of new businesses to the area, real estate rehabilitation and maintenance activities, loan packaging services, coordination of promotional and advertising activities for the area, planning and development of activities to promote commercial and economic revitalization efforts, management of private security and anti-gang initiatives, establishment of beautification efforts within the area, and other technical assistance activities to promote commercial and economic development; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the continuation of Special Service Area Number 5 and the levy of the services tax therein for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "hearing") to consider the continuation of Special Service Area Number 5; said area described in the notice set forth in Section 5 herein (the "notice"). At the hearing, there will be considered the levy of the services tax upon the taxable property, sufficient to produce revenues required to provide special services therein. Said tax shall not exceed the sum of three percent (3.00%) of the equalized assessed value of the taxable property within the area. Said tax may be levied annually for a period of 10 years. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Commercial Avenue Commission as described in the Establishing Ordinance, and may include, but is not limited to, maintenance of all public ways through snow removal and sweeping, recruitment of new businesses to the area, real estate rehabilitation and maintenance activities, loan packaging services, coordination of promotional and advertising activities for the area, planning and development of activities to promote commercial and economic revitalization efforts, management of private security and anti-gang initiatives, establishment of beautification efforts within the area, and other technical assistance activities to promote commercial and economic development. Said special services shall be in addition to services provided by and to the City of Chicago generally.

SECTION 3. Notice of hearing shall be published by the City Clerk at least once, not less than 15 days prior to the public hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid in each lot, block, tract, or parcel of land lying within the proposed enlarged area of Special Service Area Number 5. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event that taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION 4. The notice shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 5.

Notice is hereby given that at _____ o'clock __.M. on the ____ day of _____, 1993, at the City Council Chambers, City Hall, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the continuation of an area within the City of Chicago known and designated as "City of Chicago Special Service Area Number 5" and the authorization of the levy of a special annual services tax (the "services tax") therein. The purpose of Special Service Area Number 5 is to provide special services to the area, which may include, but are not limited to, maintenance of all public ways through snow removal and sweeping, recruitment of new businesses to the area, real estate rehabilitation and maintenance activities, loan packaging services, coordination of promotional and advertising activities for the area, planning and development of activities to promote commercial and economic revitalization efforts, management of private security and anti-gang initiatives, establishment of beautification efforts within the area, and other technical assistance activities to promote commercial and economic development.

At the hearing, there will be considered a services tax to be levied against the taxable property included within the boundaries of Special Service Area Number 5, for the provision of said special services, said services tax not to exceed an annual rate of three percent (3.00%) of the equalized assessed value of taxable property therein. The services tax may be levied annually for a period of 10 years. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provision of the Revenue Act of 1939, as amended from time to time.

Special Service Area Number 5, shall consist of the territory described herein and incorporated hereto as "Exhibit 1". An accurate map of said area is attached hereto and made a part hereof as "Exhibit 2". The approximate street location of said territory consists of the area wholly or in part, along South Commercial Avenue, from 87th Street to South Chicago Avenue; on East 91st Street, from South Exchange Avenue to South Houston Avenue; and on East 92nd Street, from South Exchange Avenue to South Houston Avenue.

At the public hearing any interested person affected by the continuation of Special Service Area Number 5 and the levy of the services tax at a rate not to exceed the sum of three percent (3.00%) of the equalized assessed value of taxable property therein, including all persons owning taxable real property within said area, may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issue embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the boundaries of Special Service Area Number 5 and by at least 51% of the owners of record of the land included within the boundaries of said area, objecting to the continuation of Special Service Area Number 5 and the levy of the services tax therein, is filed with the City Clerk within 60 days following the final adjournment of the public hearing, the area shall not be continued and no such tax shall be levied.

By the order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this ____ day of _____, 1993.

City Clerk, City of Chicago
Cook County, Illinois

SECTION 5. This ordinance shall become effective from and after its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Special Service Area Number 5 currently consists of the following area:

That part of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line and that part of fractional Section 6, south of the Indian Boundary Line lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian described as follows:

beginning on the southeast corner of the intersection of West 87th Street and South Exchange Avenue; thence east a distance of 158.50 feet to a point of beginning; thence south a distance of 385.00 feet to a point; thence west a distance of 158.50 feet to the east line of South Exchange Avenue; thence south a distance of 200.00 feet to a point on the northeast corner of the intersection of West 88th Street and South Exchange Avenue; thence east a distance of 158.50 feet to a point; thence south a distance of 1,710.00 feet to a point; thence west a distance of 158.50 feet to a point on the east line of South Exchange Avenue; thence south a distance of 420.00 feet to a point; thence east a distance of 158.50 feet to a point; thence south a distance of 320.00 feet to a point; thence west a distance of 158.50 feet to the east of South Exchange Avenue; thence south a distance of 338.90 feet to a point on the northerly line of South Chicago Avenue; thence southeasterly to the northerly line of the intersection of West 93rd Street and South Chicago Avenue; thence east a distance of 53.5 feet to a point; thence north a distance of 461.00 feet to a point; thence east a distance of 140.00 feet to a point on the west line of South Houston Avenue; thence north a distance of 364.00 feet to a point; thence west a distance of 160.00 feet to a point; thence north a distance of 270.00 feet to a point; thence east a distance of 160.00 feet to a point on the west line of South Houston Avenue; thence north a distance of 390.00 feet to a point; thence west a distance of 160.00 feet to a point; thence north 2,425.00 feet to the south line of West 87th Street; thence west a distance of 358.50 feet to the point of beginning (excepting therefrom all the streets and alleys contained in the above described tract of land).

NOTICE OF PUBLIC HEARING ON CONTINUATION OF SPECIAL
SERVICE AREA NUMBER 8 AND LEVY OF SPECIAL
ANNUAL SERVICES TAX.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing on the continuation of Special Service Area Number 8, which is located in the Lake View Area, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Section 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" 35 ILCS 235 (the "Act") pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, The City Council of the City of Chicago adopted an ordinance on September 14, 1988, establishing the creation of an area within the City of Chicago known as "Special Service Area Number 8" and authorizing the levy of a special annual services tax (the "services tax") for a period of five (5) years from the date thereof within said area for the purposes set forth therein (the "Establishment Ordinance"); and

WHEREAS, The City Council of the City of Chicago finds that it is in the public interest that consideration be given to the continuation of Special Service Area Number 8; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area will benefit from the special services to be provided, including recruitment of new businesses to the area; rehabilitation activities; maintenance and beautification of commercial streets; promotional and advertising activities and other technical assistance programs for area business persons to promote commercial and economic development; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the enlargement of Special Service Area Number 8 and the levy of the services tax therein for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "hearing") to consider the continuation of Special Service Area Number 8; said area described in the notice set forth in Section 5 herein (the "notice"). At the hearing, there will be considered the levy of the services tax upon the taxable property enlarged, sufficient to produce revenues required to provide special services therein. Said tax shall not exceed the sum of forty-one hundredths of one percent (0.41%) of the equalized assessed value of the taxable property within the area. Said tax may be levied annually for a period of 10 years. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the

provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Lake View East Special Service Area Commission as described in the Establishing Ordinance, and may include, but are not limited to, private security, street sweeping, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. Said special services shall be in addition to services provided by and to the City of Chicago generally.

SECTION 3. Notice of hearing shall be published by the City Clerk at least once, not less than 15 days prior to the public hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid in each lot, block, tract, or parcel of land lying within the proposed enlarged area of Special Service Area Number 8. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event that taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION 4. The notice shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 8.

Notice is hereby given that at _____ o'clock __.M. on the ____ day of _____, 1993, at the City Council Chambers, City Hall, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the continuation of an area within the City of Chicago known and designated as "City of Chicago Special Service Area Number 8" and the authorization of the levy of a special annual services tax (the "services tax") therein. The purpose of Special Service Area Number 8 is to provide special services to the area, which may include, but is not limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development.

At the hearing, there will be considered a services tax to be levied against the taxable property included within the boundaries of Special Service Area Number 8, for the provision of said special services, said services tax not to exceed an annual rate of forty-one hundredths of one percent (0.41%) of the equalized assessed value of taxable property therein. The services tax may be levied annually for a period of 10 years. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provision of the Revenue Act of 1939, as amended from time to time.

Special Service Area Number 8, shall consist of the territory described herein and incorporated hereto as "Exhibit 1". An accurate map of said area is attached hereto and made a part hereof as "Exhibit 2". The approximate street location of said territory consists of the area wholly or partially fronting on Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway, from Diversey Parkway to Cornelia Avenue; on Halsted Street, from Belmont Avenue to Diversey Parkway; on Clark Street, from Belmont Avenue to Diversey Parkway; and on Belmont Avenue, from Halsted Street to Broadway.

At the public hearing any interested person affected by the continuation of Special Service Area Number 8 and the levy of the services tax at a rate not to exceed the sum of forty-one hundredths of one percent (0.41%) of the equalized assessed value of taxable property therein, including all persons owning taxable real property within said area, may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issue embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the boundaries of Special Service Area Number 8 and by at least 51% of the owners of record of the land included within the boundaries of said area, objecting to the continuation of Special Service Area Number 8 and the levy of the services tax therein, is filed with the City Clerk within 60 days following the final adjournment of the public hearing, the area shall not be enlarged and no such tax shall be levied.

By the order of the City Council of the City of Chicago, Cook County, Illinois:

Dated this _____ day of _____, 1993.

City Clerk, City of Chicago
Cook County, Illinois

SECTION 5. This ordinance shall become effective from and after its passage.

[Exhibit 2 attached to this ordinance printed
on page 36272 of this Journal.]

Exhibit 1 attached this ordinance reads as follows:

Exhibit 1.

Special Service Area Number 8 currently consists of the following area:

certain parcels of land adjacent to and adjoining North Broadway between the south line of West Addison Street and the north line of West Diversey Parkway; also certain parcels of land adjacent to and adjoining North Clark Street between the north line of West Diversey Parkway and the east line of North Halsted Street; also certain parcels of land adjacent to and adjoining North Halsted Street between the north line of West Diversey Parkway and the south line of West Belmont Avenue; and also certain parcels of land adjacent to and adjoining the north line of West Diversey Parkway between the east line of North Halsted Street and a point which is 193.00 feet west of the west line of North Sheridan Road; said certain parcels located in a part of the northwest quarter of Section 28, a part of the northeast quarter of Section 29 and a part of the southwest quarter of Section 21, all in Township 40 North, Range 14, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, which said certain parcels together with streets, alleys and other public ways heretofore and hereinafter described taken as one whole and contiguous tract of land is bounded and described as follows: beginning at the intersection of the easterly line of North Broadway with the southerly line of Cornelia Avenue and running thence northeastwardly along said southerly line of Cornelia Avenue, a distance of 55.00 feet; thence southeastwardly along a line parallel with said easterly line of North Broadway to the southerly line of Stratford Place; thence northeastwardly along said southerly line to a point which is 75.00 feet northeast of said easterly line of North Broadway; thence southeastwardly along a line parallel with said easterly line of North Broadway, a distance of 125.00 feet; thence southwestwardly along a straight line a distance of 5.00 feet to the northeast corner of Lot 2 in Owner's Division; thence southwardly along the easterly line of Lot 2, a distance of 115.30 feet to the northerly line of Hawthorne Avenue; thence southwardly along a straight line to

an intersection with the southerly line of said Hawthorne Avenue, said intersection being 45.33 feet, as measured along said southerly line, northeasterly of said easterly line of North Broadway; thence southwardly along the easterly line of the westerly half of Lot 14 in B. F. McConnell's Subdivision to the north line of Lot 1 in Jones' Subdivision; thence eastwardly along the north line of Lots 1 and 2 in Jones' Subdivision to the northeast corner of said Lot 2, said northeast corner being 146.80 feet as measured along said line, easterly of the easterly line of North Broadway; thence southwardly along the easterly line of said Lot 2 a distance of 166.50 feet to the north line of Roscoe Street; thence southeastwardly along a straight line to a point on the southerly line of Roscoe Street, said point being 53.00 feet easterly of the easterly line of North Broadway; thence southerly, southeastwardly and southerly along the easterly lines of the parcels of land having frontage along the easterly line of said North Broadway, said parcels identified as 14-21-310-001 and 14-21-310-020, to a point on the north line of Aldine Avenue, which point is 50.00 feet east of the east line of North Broadway; thence westwardly along said north line of Aldine Avenue 50.00 feet to said east line; thence southwardly along said east line a distance of 183.00 feet; thence eastwardly along a straight line a distance of 100.00 feet; thence southwardly along a straight line a distance of 49.00 feet to the north line of Lot 5 in Adolph Schoeninger's Subdivision; thence eastwardly along said north line a distance of 38.97 feet; thence southwardly along a straight line a distance of 41.75 feet; thence westwardly along a straight line a distance of 38.97 feet to a point which is 90.00 feet east of the east line of North Broadway; thence southwardly along a line which is 90.00 feet east of and parallel with said east line to the north line of Melrose Street; thence southwardly to a point on the south line of Melrose Street, which point is 91.00 feet east of the east line of North Broadway; thence southwardly along a straight line a distance of 100 feet; thence eastwardly along a straight line to the west line of the public alley 12.00 feet wide, which west line is 187.00 feet east of and parallel with said east line of North Broadway; thence southwardly along said west line of the public alley, a distance of 88.12 feet to the southeast corner of Lot 8 in Harnstrom's Subdivision; thence westwardly along a straight line a distance of 117.04 feet to a point which is 69.96 feet east of the east line of North Broadway; thence south along a line which is 69.96 feet east of and parallel with said east line a distance of 209.00 feet to the south line of Belmont Avenue; thence east along said south line to a point which is 98.00 feet east of the east line of North Broadway, said point being the northeast corner of Lot 8 in Kimball Young's Subdivision; thence southwardly along the east line of said Lot 8 and its southward extension a distance of 166.00 feet to the south line of the public alley, 16.00 feet wide; thence eastwardly along said south line to the west line of the public alley, 12.00 feet wide, which east line is 130.00 feet east of and parallel with said east line of North Broadway; thence southwardly along said east line of the public alley to the south line of the public

alley, 16.00 feet wide; thence westwardly along said south line to a point which is 50.00 feet east of the east line of North Broadway; thence southwardly along a line 50.00 feet east of and parallel with said east line, a distance of 127.00 feet to the north line of Briar Place; thence southeastwardly along a straight line to a point on the south line of Briar Place, which point is 117.50 feet east of the east line of North Broadway; thence southwardly along a straight line a distance of 135.00 feet; thence eastwardly along the north line of Lot 3 in Culver's Addition to the northeast line of said Lot 3; thence southwardly along the east line of said Lot 3 a distance of 78.00 feet; thence westwardly along a straight line to a point which is 117.00 feet east of said east line of North Broadway; thence southwardly along a line 117.00 feet east of and parallel to said east line to the north line of Barry Avenue; thence southwardly along a straight line to a point on the south line of Barry Avenue which point is 100.04 feet east of the east line of North Broadway; thence southwardly along a straight line a distance of 184.00 feet to the south line of the public alley, 18.00 feet wide; thence westwardly along said south line to a point which is 50.00 feet east of the east line of North Broadway; thence southwardly along a straight line, a distance of 166.00 feet to the north line of Wellington Street; thence southeastwardly along a straight line to a point on the south line of Wellington Street which point is 58.00 feet east of said east line of North Broadway; thence southwardly along a straight line a distance of 140.50 feet to the north line of the public alley, 16.00 feet wide; thence westwardly along said north line, a distance of 11.00 feet; thence southwardly along a line which is 47.00 feet east of and parallel with the east line of North Broadway a distance of 156.50 feet to the north line of Oakdale Avenue; thence southeastwardly along a straight line to a point on the south line of Oakdale Avenue which point is 75.13 feet east of the east line of North Broadway; thence southwardly along a straight line a distance of 83.00 feet; thence eastwardly along a straight line a distance of 49.92 feet; thence southwardly along a straight line a distance of 114.00 feet; thence westwardly along a straight line a distance of 124.95 feet to the east line of North Broadway; thence southwardly along said east line a distance of 263.00 feet to the south line of Surf Street; thence westwardly along said south line a distance of 33.00 feet to the northwest corner of Lot 14 in LeMoyne's Subdivision; thence southwardly along the west line of said Lot 14 and its southward extension a distance of 246.00 feet; thence eastwardly along a straight line a distance of 186.00 feet to the east line of the public alley, 16.00 feet wide; thence southwardly along said east line a distance of 110.00 feet to a point which is 106.00 feet north of the north line of Diversey Parkway; thence eastwardly along a line which is 106.00 feet north and parallel with said north line of Diversey Parkway to the east line of Cambridge Avenue; thence northwardly along said east line to the south line of the public alley 14.00 feet wide, which south line is 150.00 feet north of said north line of Diversey Parkway; thence eastwardly along said south line of the public alley, a distance of 667.00 feet to the northeast corner of Lot 11 in the Resubdivision of Block 1 of LeMoyne's

Subdivision; thence southwardly along the east line of said Lot 11 a distance of 150.00 feet to the north line of Diversey Parkway; thence westwardly along said north line a distance of 1,251.60 feet to an intersection with the easterly line of North Broadway; thence continuing westwardly across said North Broadway and Clark Street to the intersection of the westerly line of Clark Street and the north line of said Diversey Parkway; thence westwardly along said north line of Diversey Parkway to the east line of Burling Street; thence north along said east line a distance of 140.00 feet to the south line of the public alley 17.00 feet wide; thence eastwardly along said south line a distance of 112.50 feet; thence southeastwardly along a straight line to a point on the south line of a private alley, 12.00 feet wide, which point is 101.44 feet west of the west line of Orchard Street; thence along said south line of the private alley and also along the south line of Lot 2 in Abbott's Subdivision to the southeast corner of said Lot 2, said corner being 125.00 feet east of the east line of Orchard Street; thence northwardly along the east line of said Lot 2 a distance of 40.00 feet to the northeast corner of said Lot 2; thence westwardly along a straight line a distance of 11.15 feet; thence northwardly along a straight line a distance of 49.00 feet; thence eastwardly along a straight line a distance of 3.17 feet to the southwest corner of Lot 4 in Bickerdike and Steele's Subdivision; thence northwardly along the west line of Lots 1 through 4, both inclusive, in said Bickerdike and Steele's Subdivision a distance of 89.36 feet to the northwest corner of Lot 1 in said Subdivision; thence westwardly along the north line of Lot 7 in said subdivision a distance of 51.50 feet to the southeast corner of Lot 19 in Raworth and Others Subdivision; thence northwestwardly along the easterly line of Lots 18 and 19 in said Raworth's Subdivision a distance of 116.08 feet to the south line of Lot 7 in said subdivision; thence westwardly along said south line a distance of 7.07 feet to the east line of North Orchard Street aforesaid; thence northwardly along said east line a distance of 160.26 feet to the northwest corner of Lot 1 in said Raworth's Subdivision; thence westwardly along the westward extension of the north line of said Lot 1 and also along the north line of Lot 2 all in said Raworth's Subdivision a distance of 134.90 feet to a point which is 125.00 feet east of the east line of Burling Street aforesaid; thence northwardly along a straight line, a distance of 99.72 feet to the southwest corner of Lot 12 in County Clerk's Division; thence northwestwardly along the westerly line of said Lot 12 to the northwest corner of said lot; thence westwardly along the southerly line of Lot 4 in said County Clerk's Division to the southwest corner of said Lot 4, said corner being 144.83 feet, as measured along said line, westerly of the westerly line of Clark Street; thence northwardly along the westerly line of said Lot 4 to an intersection with the southerly line of Lot 3 in said County Clerk's Division, said intersection being 122.00 feet, as measured along said southerly line, easterly of the easterly line of North Burling Street aforesaid; thence northwestwardly along a straight line to a point on the northerly line of said Lot 3, which point is 120.00 feet, as measured along said northerly line, easterly of said easterly line of North Burling

Street; thence westwardly along said northerly line of Lot 3 to a point which is 92.78 feet, as measured along said line, easterly of said easterly line of North Burling Street; thence northwardly along a straight line a distance of 40.90 feet; thence westwardly along a straight line a distance of 35.00 feet; thence northwardly along a straight line a distance of 7.00 feet; thence westwardly, northwardly and northwestwardly along straight lines to an intersection with the south line of West Oakdale Avenue, said intersection being 59.67 feet, as measured along said south line, east of the easterly line of said North Burling Street; thence northeastwardly along a straight line to a point on the north line of West Oakdale Avenue, said point being 120.00 feet as measured along said north line, west of the westerly line of North Clark Street, said point being also the southwest corner of Lot 16 in Hussander's Subdivision; thence northwestwardly along the easterly line of the public alley 18.00 feet wide, to the northwest corner of Lot 22 in said subdivision; thence westwardly along the north line of the public alley, 16.00 feet wide, and along the north line of Lot 1 in said Hussander's Subdivision to the east line of Halsted Street; thence southwardly along said east line of Halsted Street a distance of 339.65 feet to the north west corner of Lot 5 in Catlin's Subdivision; thence east along the north line of said Lot 5 to the westerly line of the public alley 16.00 feet wide; thence southeastwardly and southwardly along said westerly line to the south line of Lot 9 in the resubdivision of Original Lot 15 in Bickerdike and Steele's Subdivision; thence west along said south line a distance of 142.10 feet to said east line of Halsted Street; thence south along said east line a distance of 35.90 feet; thence east along a straight line to the west line of the public alley 16.00 feet wide; thence southwardly along the west line of said alley and along the west line of the public alley 20.00 feet wide, to the northeast corner of Lot 5 in L.A. Warner's Subdivision; thence westwardly along the north line of said Lot 5 a distance of 140.00 feet to said east line of North Halsted Street; thence southwardly along said east line a distance of 25.00 feet to the south line of said Lot 5; thence eastwardly along said south line a distance of 140.00 feet to the west line of said public alley; thence southwardly along said west line a distance of 39.00 feet to the south line of the public alley 14.00 feet wide; thence east along said south line to the west line of Burling Street; thence south along said west line a distance of 140.00 feet to the north line of West Diversey Parkway; thence west along said north line a distance of 485.00 feet to a point on said north line, which is 80.00 feet west of the west line of said North Halsted Street; thence northwardly along a line which is 80.00 feet west of and parallel to said west line a distance of 132.00 feet; thence west along a straight line a distance of 50.00 feet to the east line of the public alley, 16.00 feet wide; thence north along said east line to the south line of West George Street; thence east along said south line, a distance of 125.00 feet to said west line of North Halsted Street; thence north along said west line to a point which is 49.00 feet north of the north line of Oakdale Avenue; thence west along a straight line a distance of 125.00 feet to the east line of a public alley, 16.00 feet wide; thence northwardly along said east line a

distance of 120.00 feet; thence eastwardly along a straight line a distance of 125.00 feet to said west line of North Halsted Street; thence northwardly along said west line to a point which is 231.00 feet north of the north line of Wellington Avenue; thence westwardly along a straight line a distance of 264.00 feet; thence northwardly along a straight line a distance of 132.00 feet; thence eastwardly along a straight line a distance of 264.00 feet to the west line of said North Halsted Street; thence northwardly along said west line and the northward extension thereof to an intersection with the northeasterly line of said Clark Street; thence northwestwardly along said northeasterly line a distance of 397.60 feet to the northwest corner of Lot 2 in Gehrke and Brauckmann's Subdivision; thence eastwardly along a straight line a distance of 79.45 feet; thence northwardly along a straight line a distance of 18.00 feet; thence westwardly along a straight line a distance of 7.00 feet; thence northwardly along a straight line a distance of 72.00 feet; thence west along a straight line to a point which is 136.225 feet west of said west line of North Halsted Street; thence northwardly along a straight line a distance of 80.00 feet to the south line of West Belmont Avenue; thence eastwardly along said south line to a point which is 125.00 feet east of the east line of said North Halsted Street; thence southwardly along a line which is 125.00 feet east of and parallel with said east line to a point which is 27.00 feet north of California Terrace, a private street; thence west along a straight line a distance of 125.00 feet to said east line of North Halsted Street; thence southwardly along said east line a distance of 107.51 feet; thence eastwardly along the south line of Lot 1 in the resubdivision of part of Lot 21 in Oak Grove Addition, a distance of 73.00 feet; thence north along the east line of said Lot 1 a distance of 14.22 feet to the northwest corner of Lot 20 in Oak Grove Addition to Chicago; thence eastwardly along the north line of said Lot 20 a distance of 45.00 feet to the northeast corner of said Lot 20; thence southwardly along the east line of said lot a distance of 159.60 feet to a point on the north line of West Barry Avenue, said point being 69.00 feet, as measured along said north line, east of the northeasterly line of North Clark Street; thence southeastwardly along a straight line to a point on the south line of said West Barry Avenue, which point is 127.62 feet as measured along said south line, east of the northeasterly line of North Clark Street; thence southwardly along the west line of the public alley a distance of 46.82 feet; thence southeastwardly along the westerly line of the public alley a distance of 150.00 feet; thence eastwardly along a straight line to a point which is 295.00 feet east of said northeasterly line of North Clark Street; thence southeastwardly along the westerly line of the public alley, 20 feet wide a distance of 165.30 feet; thence westwardly along the south line of Lot 10 in Knocke and Gardner's Subdivision, a distance of 80.00 feet; thence southwardly along a straight line, a distance of 128.00 feet to the north line of Wellington Avenue; thence southeastwardly along a straight line to a point on the south line of said Wellington Avenue, which point is 150.10 feet as measured along said south line, east of the northeasterly line of Clark Street; thence southwardly,

southeastwardly and southerly along the westerly line of the public alley, 14.00 feet wide to the north line of Oakdale Avenue; thence southeastwardly along a straight line to a point on the south line of Oakdale Avenue, which point is 214.61 feet, as measured along said south line east of the northeasterly line of Clark Street; thence southwardly along a straight line to the north line of the public alley, 14.00 feet wide; thence westwardly along said north line to an intersection with the northward extension of the west line of Lot 2 in John W. Foster's Resubdivision; thence southwardly along said northward extension and along the west line of Lot 2, a distance of 145.52 feet to the north line of Surf Street; thence southeastwardly along a straight line to a point on the south line of Surf Street, said point being 117.40 feet as measured along said south line, east of said northeasterly line of Clark Street; thence southwardly, southeastwardly and southerly along the westerly line of the public alley to the south line of the public alley, 16.00 feet wide; thence eastwardly along said south line of the public alley to the east line of the public alley, 10.00 feet wide; thence northwardly along said east line to a point on the south line of Surf Street aforesaid, which point is 115.00 feet as measured along said south line, west of the west line of North Broadway; thence northeastwardly along a straight line to a point on the north line of Surf Street, which point is 96.00 feet west of said west line of North Broadway; thence northwardly along a straight line to the north line of the public alley, 14.00 feet wide; thence westwardly along said north line to a point which is 125.00 feet west of said west line of North Broadway; thence northwardly along a straight line a distance of 48.68 feet to the south line of Oakdale Avenue; thence northeastwardly along a straight line to a point on the north line of said Oakdale Avenue, which point is 100.00 feet west of said west line of North Broadway; thence northwardly along a line which is 100.00 feet west of and parallel with said west line to a point which is 72.50 feet north of the north line of the public alley, 14.00 feet wide; thence eastwardly along a straight line a distance of 42.15 feet; thence northwardly along a straight line a distance of 9.00 feet; thence eastwardly along a straight line a distance of 57.85 feet to a point on said west line of North Broadway, which point is 50.00 feet southerly of the south line of Wellington Avenue; thence northwardly along said west line of North Broadway to the north line of Wellington Avenue; thence westwardly along said north line, a distance of 100.00 feet; thence northwardly along a straight line a distance of 128.00 feet; thence westwardly along the south line of Lot 3 in Block 5 of Knocke & Gardner's Subdivision a distance of 90.00 feet to the east line of the public alley, 20.00 feet wide; thence northwardly along said east line a distance of 144.00 feet to the south line of Lot 8 in Noble's Subdivision; thence westwardly along said south line to a point which is 220.00 feet west of said west line of North Broadway; thence northwardly along a straight line to a point on the south line of Lot 39 in Oak Grove Addition to Chicago; thence eastwardly along a straight line to the southwest corner of Lot 7 in said Noble's Subdivision, said corner being 150.00 feet west of said west line of North Broadway; thence

northwardly along the west line of Lot 7 to the northwest corner of the lot; thence eastwardly along the north line of said Lot 7 to a point which is 89.79 feet west of said west line of North Broadway; thence northwardly along a straight line to a point on the south line of Barry Avenue; thence northwestwardly along a straight line to a point on the north line of Barry Avenue, which point is 100.00 feet west of the west line of North Broadway; thence northwardly along a straight line, a distance of 57.25 feet; thence westwardly along a straight line a distance of 100.00 feet; thence northwardly along the westerly line of Lots 1, 2 and 3 in said Noble's Subdivision to a point which is 32.00 feet south of the south line of the public alley, 14.00 feet wide; thence eastwardly along a straight line a distance of 12.00 feet; thence northwardly along a straight line, a distance of 32.00 feet to said south line of the public alley; thence eastwardly along said south line to the east line of the public alley, 18.00 feet wide; thence northwardly along said east line, said east line being 125.00 feet west of and parallel with said west line of North Broadway to a point on the south line of Belmont Avenue; thence northwestwardly along a straight line to a point on the north line of said Belmont Avenue which point is 171.00 feet west of said west line of North Broadway; thence northwardly along the west line of Lot 3 in Hardin's Subdivision and along the northwardly extension of said west line to the north line of the public alley, 16.00 feet wide; thence eastwardly along said north line to the southwest corner of Lot 3 in Sander's Subdivision; thence northwardly along the west line of Lots 1, 2 and 3 in said Sander's Subdivision to a point which is 7.24 feet north of the north line of said Lot 2; thence eastwardly along a line which is 7.24 feet north of and parallel with said north line of Lot 2 to a point which is 39.50 feet west of said west line of North Broadway; thence northwardly along a straight line to the north line of Melrose Street; thence eastwardly along said north line of Melrose Street to the west line of North Broadway; thence north along said west line to the north line of Aldine Avenue; thence westwardly along said north line, a distance of 50.00 feet; thence northwardly along a straight line, a distance of 125.00 feet; thence westwardly along a straight line, a distance of 50.00 feet to the east line of the public alley, 16.00 feet wide; thence northwardly along said east line a distance of 16.60 feet; thence eastwardly along a straight line a distance of 50.00 feet; thence northwardly along a straight line a distance of 125.00 feet to the south line of Buckingham Place; thence eastwardly along said south line a distance of 50.00 feet to an intersection with the southeastward prolongation of the westerly line of North Broadway; thence northwestwardly along said westerly line of North Broadway to the southeasterly corner of Lot 2 in Clark and McConnell's Addition to Lakeview; thence southwestwardly along the southerly line of said Lot 2, a distance of 151.30 feet to the southwest corner of said lot; thence northwestwardly along the westerly line of said Lot 2, a distance of 50.25 feet to the northwest corner of said lot; thence northwardly along the east line of Lot 31 in said Clark and McConnell's Subdivision to a point which is 89.30 feet south of the south line of Roscoe Street; thence eastwardly and northwardly along straight

lines and eastwardly and northeastwardly along a curved line and also northwardly along a straight line, said lines being the boundary line of the parcel identified as 14-21-308-058 to a point on the south line of Roscoe Street; thence eastwardly along said south line, a distance of 45.05 feet to the westerly line of North Broadway; thence northwestwardly along a straight line to the point of intersection of the north line of Roscoe Street with the westerly line of North Broadway; thence westwardly along said north line of Roscoe Street a distance of 67.50 feet; thence northwardly along a straight line to a point on the south line of Lot 4 in E.J.M. Hale's; thence northwestwardly along the westerly lines of Lots 1, 2, 3 and 4 in said E.J.M. Hale's Subdivision to the northwest corner of said Lot 1; thence westwardly along the south line of Lot 6 in Anna P. Colehour's Subdivision to a point on said south line which is 38.50 feet east of the southwest corner of said lot; thence northwardly along a line which is 38.50 feet east of and parallel with the west line of Lots 5 and 6 in said Anna P. Colehour's Subdivision to the north line of said Lot 5; thence westwardly along said north line of Lot 5, a distance of 38.50 feet to the northwest corner of said lot; thence northwardly along the west line of Lots 3 and 4 in said Colehour's Subdivision a distance of 64.46 feet to a point on the west line of said Lot 3; thence eastwardly along a straight line to the southwest corner of Lot 2 in Waller and Beckwith's Resubdivision, said southwest corner being 115.50 feet, as measured along the south line of said Lot 2, westerly of the westerly line of North Broadway; thence northwardly along the west line of Lots 1 and 2 in said Waller and Beckwith's Resubdivision a distance of 138.60 feet to the south line of West Cornelia Street; thence eastwardly along said south line, a distance of 55.15 feet to said westerly line of North Broadway; thence northeastwardly along a straight line a distance of 66.00 feet to the point of beginning, excepting therefrom Units 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 3J, 3K, 3L, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 6I, 6J, 6K, 6L, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J, 7K, 7L, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 8J, 8K, 8L, Penthouse A, Penthouse B, Penthouse C, Commercial A, Commercial B, and Commercial C, all in Brewster Condominium recorded as Document No. 25209739 and excepting also therefrom Units 1 -- 8, both inclusive, in the 805 -- 807 West Wolfram Condominiums recorded as Document No. 87445679 and excepting also therefrom Units 1N, 2N, 3N, 1S, 2S, 3S, 2NP, 3NP, 2SP and 3SP in the 2944 Broadway Condominiums recorded as Document No. 91499626, all in Cook County, Illinois.

The area commonly described as: the area wholly or partially fronting on Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway Avenue, from Diversey Parkway to Cornelia Avenue; on Halsted Street, from Belmont Avenue to Diversey Parkway; and on Clark Street, from Diversey Parkway to Barry Avenue.

Exhibit 2.

Special Service Area Number 8.

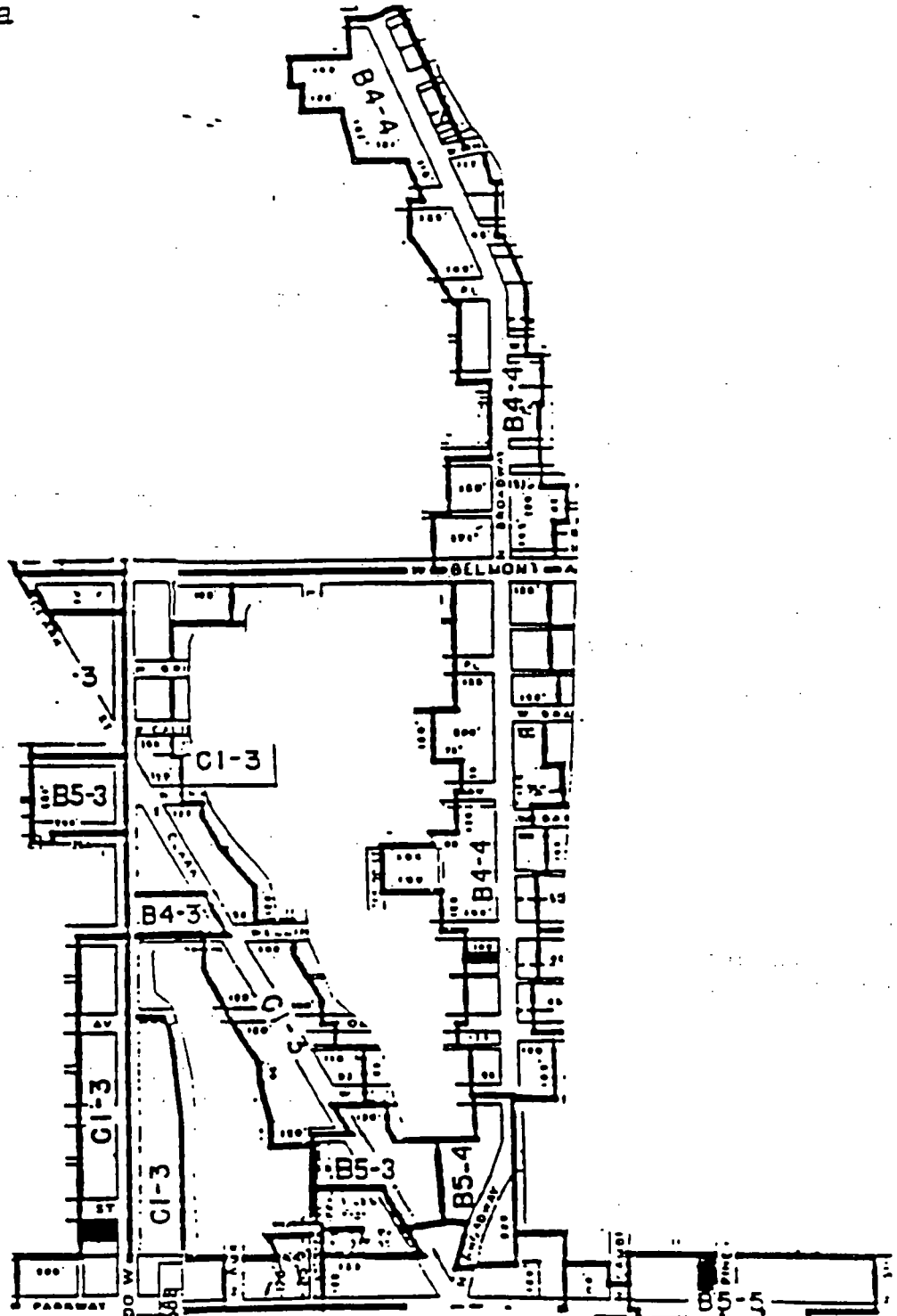
Cornelia

Belmont

Diversey

Halsted

Broadway



PROPERTY AT 4420 SOUTH WOLCOTT AVENUE APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 4420 South Wolcott Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 46.

Nays -- None.

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

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

The following is said resolution as adopted:

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

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

WHEREAS, Orbit Design, Inc., is the purchaser of the property commonly known as 4420 South Wolcott Avenue, Chicago, Illinois (hereinafter referred to as the "subject property"), which has been vacant for the last two and one half years, in the expectation that the subject property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property will be occupied by Orbit Design, Inc., and used for manufacturing and assembling decorative accessories and furnishings for sale through retail stores, showrooms and catalog houses; and

WHEREAS, The granting of Class 6(b) tax incentives for the subject property is necessary for the execution of the intended project; and

WHEREAS, The execution of this abandoned property purchase, and the future use of the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the improvements to and utilization thereof will generate significant new revenues to the City in the form of real estate and other tax revenues; and

WHEREAS, The Permanent Real Estate Index Numbers for the subject property are: 20-06-400-026-0000 and 20-06-400-027-0000; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago hereby resolve that:

SECTION 1. The City of Chicago has determined that the incentive provided by the Class 6(b) tax incentive is both necessary and appropriate for the said improvements to occur on the subject property; and

SECTION 2. The City of Chicago, Illinois, hereby supports and consents to the Class 6(b) classification of the subject property pursuant to the Cook County Real Estate Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Numbers: 20-06-400-026-0000 and 20-06-400-027-0000; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

Be It Further Resolved, That this resolution shall be in effect immediately upon its passage or as otherwise provided for by law.

AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH CULINARY FOODS, INC. FOR
REDEVELOPMENT OF PROPERTY AT
4201 SOUTH ASHLAND
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a redevelopment agreement with Culinary Foods, Inc. for the Stockyards Industrial-Commercial Redevelopment Area Tax Increment Financing Project, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on March 8, 1989 and published at pages 25366 -- 25403 of the Journal of the Proceedings of the City Council of such date, a certain redevelopment plan for the Stockyards Industrial-Commercial Redevelopment Area (the "Project Area") Tax Increment Financing Project was adopted and approved; and

WHEREAS, Pursuant to an ordinance adopted on March 8, 1989 and published at pages 25359 -- 25362 of the Journal of the Proceedings of the City Council of such date, the Project Area was designated as a redevelopment project area pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition)); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 8, 1989 and published at pages 25362 -- 25366 of the Journal of the Proceedings of the City Council of such date, tax increment allocation financing was approved as a means of financing redevelopment costs in the Project Area; and

WHEREAS, Culinary Foods, Inc., an Illinois corporation ("Culinary"), has acquired or proposes to acquire a seven acre site (the "Site") located within the Project Area and to construct thereon an approximately (i) 100,000 square foot manufacturing and warehouse facility, and (ii) 75,000 square foot freezer and warehouse facility, in order to consolidate its operations, which currently employ approximately 775 persons, on the site, with an additional 100 jobs to be created within three years of completion of the freezer and warehouse facility; and

WHEREAS, Culinary has proposed to undertake the redevelopment of the Site pursuant to the terms and conditions of a redevelopment agreement to be executed by Culinary and the City, including but not limited to the acquisition of the Site, construction of the facilities and retention and creation of jobs, to be financed in part by a portion of the proceeds of the City's General Obligation Tender Bonds, Project Series B of 1992; and

WHEREAS, Pursuant to Resolution 93-CDC-17 adopted by the Community Development Commission of the City of Chicago ("C.D.C.") on May 11, 1993, C.D.C. authorized the City's Department of Planning and Development ("D.P.D.") to advertise its intention to negotiate a redevelopment agreement with Culinary for redevelopment of the Site and to request alternative proposals for the redevelopment of the Site; and

WHEREAS, D.P.D. advertised its intention to negotiate a redevelopment agreement with Culinary for the redevelopment of the Site, requested alternative proposals for the redevelopment of the Site, gave proper public notice of the Culinary proposal and provided reasonable opportunity for other persons to submit alternate proposals or bids; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Site at the conclusion of the advertising period, pursuant to Resolution 93-CDC-17, C.D.C. has recommended Culinary as the designated developer of the Site, and has authorized the Chairman of the C.D.C. to forward that recommendation to City Council; now, therefore,

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

SECTION 1. The Commissioner of D.P.D. (the "Commissioner") and/or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver a redevelopment agreement with Culinary substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 2. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 3. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 4. This ordinance shall be in full force and effect upon its passage.

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

Exhibit "A".

Culinary Foods, Inc. Redevelopment Agreement.

This Culinary Foods, Inc. Redevelopment Agreement (this "Agreement") is made as of this ___ day of _____, 1993, by and between the City of Chicago, an Illinois municipal corporation ("City"), through its Department of Planning and Development ("D.P.D."), and Culinary Foods, Inc., an Illinois corporation ("Developer").

Recitals.

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), City has the authority to promote the health, safety and welfare of City and its inhabitants, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition) (the "Act") to finance the redevelopment of blighted areas.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of City (the "City Council") adopted the following ordinances on March 8, 1989: (1) "An Ordinance of the City of Chicago, Illinois, Concerning the Approval of Tax Increment Redevelopment Plan for Stockyards Industrial-Commercial Redevelopment Area Tax Increment Financing Project"; (2) "An Ordinance of the City of Chicago, Illinois, Concerning the Designation of Stockyards Industrial-Commercial Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois, Concerning the Adoption of Tax Increment Allocation Financing for Stockyards Industrial-Commercial Redevelopment Tax Increment Financing Project" (collectively referred to herein as the "T.I.F. Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project: Developer has purchased (the "Acquisition") certain property located within the Redevelopment Area at 4201 South Ashland Avenue, Chicago, Illinois 60609 and legally described on (Sub)Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.02 hereof, shall commence and complete construction of (a) an approximately 100,000 square foot manufacturing and warehouse facility (the "Phase I Facility") thereon (the Acquisition and construction of the Phase I Facility, including all demolition (if any) and site preparation contemplated and required in connection therewith, being collectively referred to herein as "Phase I"); and (b) an approximately 75,000 square foot freezer and warehouse facility (referred to herein as the "Phase II Facility" or "Phase II"). The Phase I Facility and the Phase II Facility are collectively referred to herein as the "Facilities", and Phase I and Phase II and related improvements (including but not limited to those improvements and related activities for each of Phase I and Phase II that may be eligible for T.I.F. Financing as defined below, described in (Sub)Exhibit C hereto and referred to herein as the "T.I.F.-Funded Improvements") are collectively referred to herein as the "Project".

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Stockyards Industrial - Commercial Redevelopment Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D.

F. T.I.F.-Funded Improvements: Developer agrees to implement the T.I.F.-Funded Improvements pursuant to the terms and conditions of this Agreement. Each of the T.I.F.-Funded Improvements is necessary to secure redevelopment of the Property.

G. City Financing: City agrees to use a portion of the proceeds of its General Obligation Tender Bonds, Project Series B of 1992 (the "Bonds") issued pursuant to an ordinance adopted by the City Council on July 7, 1992

(the "Bond Ordinance") to finance the T.I.F.-Funded Improvements pursuant to the terms and conditions of this Agreement. City may, in its discretion, issue tax increment allocation bonds ("T.I.F. Bonds") at some later date in order to redeem or defease that portion of the Bonds used to fund T.I.F.-Funded Improvements. All T.I.F.-Funded Improvements to be financed from proceeds of the Bonds shall be Redevelopment Project Costs eligible for tax increment financing ("T.I.F. Financing") under the Act.

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

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this agreement by reference:

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with Developer.

"Certificate" shall mean the Certificate of Completion described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Fee" shall mean the fee described in Section 4.03(c) hereof.

"City Funds" shall mean the funds described in Section 4.01 hereof.

"City Funds Subaccount" shall have the meaning ascribed to such term in the Escrow Agreement.

"Closing Date" shall mean the date of execution of this Agreement by all parties hereto.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as (Sub)Exhibit E, to be entered into between Developer and the General Contractor prior to the First Construction Disbursement.

"Corporation Counsel" shall mean City's Office of Corporation Counsel.

"Debt Subaccount" shall have the meaning ascribed to such term in the Escrow Agreement.

"Developer's Liabilities" shall mean all obligations and liabilities of Developer to City whether primary, as a surety or guarantor, direct, contingent, fixed or otherwise presently or hereafter owing, due or payable and however evidenced, created, incurred or acquired.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree now or hereafter in force regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, as now or at any time hereafter in effect.

"Equity" shall mean Developer funds (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.02 hereof.

"Equity Subaccount" shall have the meaning ascribed to such term in the Escrow Agreement.

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by City, the Title Company and Developer, substantially in the form of (Sub)Exhibit F attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Financial Statements" shall mean complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"First Construction Disbursement" shall mean the first disbursement from the Escrow subsequent to the Closing Date related to construction or development costs.

"General Contractor" shall mean the general contractor(s) hired by Developer pursuant to Section 6.01.

"George Street Property" shall mean all property owned, or previously owned, by Developer, any Affiliate of Developer or any family member of any Affiliate of Developer (including but not limited to any land trust of which Developer, any Affiliate of Developer or any family member of any Affiliate of Developer is the beneficiary) legally described on (Sub)Exhibit G hereto. (The Property described on (Sub)Exhibit G hereto does not include the Lady Astor Property.)

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"H.U.D." shall mean the United States Department of Housing and Urban Development.

"Incremental Taxes" shall mean those taxes deposited or to be deposited in City's special tax allocation fund pursuant to Section 5/11-74.4-8(b) of the Act as amended from time to time, for the purpose of paying certain redevelopment project costs related to the Redevelopment Area, and obligations incurred in the payment thereof.

"Lady Astor Property" shall mean the property legally described on (Sub)Exhibit O hereto. The business of Developer operated on the Lady Astor Property shall not be relocated to the Property at this time.

"Lender Financing" shall mean Developer funds borrowed from private lenders and irrevocably available for the Project, in the amount set forth in Section 4.02 hereof.

"M.B.E.(s)" or minority business enterprise shall mean a business identified in the Directory of Certified Minority Business Enterprises

published by City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority business enterprise.

"Net Insurance Proceeds" shall mean any and all insurance proceeds, whether from property insurance (for building or other improvements and personal property) or business interruption insurance derived from, or as a result of, that certain fire casualty occurring on January 11, 1992 at the George Street Property, net of any mortgages and other encumbrances on such property paid off in whole or in part with such proceeds, and any loss beyond such pay-offs for fire-related building and equipment losses (such net proceeds being estimated at \$5,570,286.00 as of the Closing Date).

"Net Real Estate Proceeds" shall mean all proceeds from the sale of the George Street Property (but not the Lady Astor Property), net of (i) any mortgages and other encumbrances on such property paid off in whole or in part with such proceeds, (ii) capital gains taxes incurred by Developer with respect thereto as evidenced by tax returns or other evidence satisfactory to D.P.D. to verify the existence of a capital gains liability for Developer, and (iii) other normal and customary costs of sale (such net proceeds being estimated at \$1,000,000.00 as of the Closing Date).

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Developer, the Property and/or the Project set forth on (Sub)Exhibit H hereto.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project, or Phase I and/or Phase II of the Project, as the case may be.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.03(a) hereof.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit I, showing the total cost of the Project by line item for each of Phase I and Phase II, furnished by Developer to D.P.D. (including but not limited to the T.I.F.-Funded Improvements) in accordance with Section 3.04 hereof.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3 (q) of the Act, as amended from time to time.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project, or Phase I and/or Phase II of the Project, as the case may be.

"Survey" shall mean an A.L.T.A. plat of survey of the Property dated within forty-five (45) days prior to the Closing, acceptable in form and content to City and the Title Company, prepared by a surveyor registered in the State, certified to City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by H.U.D. (and updates thereof to reflect improvements to the Property in connection with the construction of the Facilities and related improvements as required by City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the later of: (a) the date on which any and all T.I.F. Bonds evidencing T.I.F. Financing secured in whole or in part by Incremental Taxes generated by the Project shall be redeemed; or (b) the date on which City shall have been fully reimbursed from Incremental Taxes generated by this Project for amounts expended by City for the T.I.F.-Funded Improvements; provided, however, that such term shall in no event be longer than the period for which the Redevelopment Area is in effect (through and including March 7, 2012).

"Title Company" shall mean Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised A.L.T.A. or equivalent form, showing Developer as the insured, issued by the Title Company.

"W.B.E.(s)" or women-owned business enterprise means a business enterprise identified in the Directory of Certified Women Business Enterprises published by City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

Section 3.

The Project.

3.01 Developer's Authority.

In order to further the redevelopment of the Redevelopment Area, City hereby authorizes Developer to oversee the planning, coordination and construction of the Project on the Property in accordance with this Agreement, and Developer hereby accepts such authorization.

3.02 The Project.

(a) With respect to the Phase I Facility, Developer shall, pursuant to the Plans and Specifications: (i) commence construction no later than September 1, 1993; and (ii) complete construction and conduct business operations therein no later than December 31, 1994.

(b) With respect to the Phase II Facility, Developer shall: (i) commence construction no later than January 1, 1995; and (ii) complete construction and conduct business operations therein no later than December 31, 1995.

3.03 D.P.D. Approval Of Scope Drawings And Plans And Specifications.

(a) Preliminary Approval. The Scope Drawings and Plans and Specifications shall conform to the Redevelopment Plan as amended from time to time and all applicable state and local laws, ordinances and regulations. Developer shall deliver the Scope Drawings and Plans and Specifications for Phase I to D.P.D. for its review and prior written approval, no later than fifteen (15) business days prior to the Closing Date. Developer shall deliver the Scope Drawings and Plans and Specifications for Phase II to D.P.D. for its review and prior written approval, no later than September 1, 1994. D.P.D. shall respond within two (2) business days after delivery thereof. Developer shall simultaneously submit all such documents to City's Buildings Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

(b) Revisions. In the event D.P.D. rejects all or any portion of the Scope Drawings and/or Plans and Specifications as initially presented pursuant to Section 3.03(a), Developer shall have fifteen (15) days from the date Developer is notified of such rejection to submit revised or corrected documents to D.P.D. for D.P.D.'s written approval, which shall be granted or denied within two (2) business days after delivery thereof. After the initial approval, subsequent proposed changes shall be submitted to D.P.D. as a Change Order pursuant to Section 3.05 hereof.

3.04 Project Budget.

Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget dated as of the date hereof showing total costs for the Project in an amount not less than Eighteen Million Five Hundred Sixty-six Thousand Dollars (\$18,566,000.00) (which amount may be increased pursuant to Change Orders). Developer hereby certifies to City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to pay all Project costs and (b) to the best of Developer's knowledge after diligent inquiry, the Project Budget is true, correct and

D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.05 hereof.

3.05 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) must be submitted by Developer to D.P.D.. Change Orders related to T.I.F.-Funded Improvements shall require D.P.D.'s prior written approval, which shall be granted or denied by D.P.D. within two (2) business days following receipt thereof by D.P.D., and Developer shall not authorize or permit the performance of any work relating to such Change Orders or the furnishing of materials in connection therewith prior to the receipt by Developer of D.P.D.'s written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor or between Developer and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of City to increase the amount of the City Funds or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.05, Change Orders related to T.I.F.-Funded Improvements and costing less than Fifty Thousand Dollars (\$50,000.00) each, to an aggregate amount of Three Hundred Thousand Dollars (\$300,000.00), shall not require D.P.D.'s prior written approval as set forth in this Section 3.05, but D.P.D. shall be notified in writing of all such Change Orders prior to the implementation thereof and Developer, in connection with such notice, shall identify to D.P.D. the source of funding thereof (whether from available contingency or otherwise). With D.P.D.'s prior written approval, which shall be granted or denied within two (2) business days of receipt by D.P.D. of a written request with respect thereto, Developer may reallocate among line items of the Project Budget the excess, if any, from one line item related to T.I.F.-Funded Improvements to another. Developer may submit a written request to D.P.D. to increase the line item cost related to a T.I.F.-Funded Improvement based upon unforeseen circumstances. D.P.D. shall not unreasonably withhold its approval thereof, subject to the limitations set forth in Section 4 hereof.

3.06 D.P.D. Approval.

Any approval granted by D.P.D. of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required for building permits or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.07 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 hereof. Construction of the Project and purchase of materials shall not proceed until Developer has obtained all necessary permits and approvals (including but not limited to D.P.D.'s approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding.

3.08 Progress Reports And Survey Updates.

Developer shall provide D.P.D. with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring D.P.D.'s written approval pursuant to Section 3.05). Developer shall provide three (3) copies of updated surveys to D.P.D. upon completion of the foundation and an as-built survey upon the completion of each of Phase I and Phase II and additional surveys upon the request of D.P.D. or any lender providing Lender Financing. Developer shall provide status reports regarding compliance pursuant to the provisions of Section 10 hereof (Employment Opportunity).

3.09 Inspecting Agent Or Architect.

An independent agent or architect (other than Developer's architect) approved by D.P.D. shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project, which amounts may be reimbursed to Developer to the extent that it constitutes a T.I.F.-Funded Improvement. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to D.P.D., prior to requests for disbursement for costs related to the Project pursuant to the Escrow Agreement.

3.10 Barricades.

Prior to commencing any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.11 Signs And Public Relations.

Developer shall erect a sign of size and style approved by City in a conspicuous location on the Property during the Project, indicating that financing has been provided by City. City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in City's promotional literature and communications.

3.12 Utility Connections.

Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.13 Permit Fees.

In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

Section 4.

Financing.

4.01 City Funds For T.I.F.-Funded Improvements.

(a) Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.01 and Section 5 hereof, City hereby agrees to reserve City funds in an amount described in Section 4.02 hereof for financing the T.I.F.-Funded Improvements only (the "City Funds"). (Sub)Exhibit C sets forth, by line item, the maximum amount of costs and expenses that may be reimbursed from City Funds for T.I.F.-Funded Improvements for each such line item, subject to the provisions of Section 3.05 regarding reallocation among such line items. City Funds shall be disbursed through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement with respect to the funding of such draw requests, the terms of this Agreement shall control.

(b) The total for City Funds set forth in Section 4.02 hereof is an estimate only. The actual total for City Funds shall be an amount not to exceed the lesser of Five Million Dollars (\$5,000,000.00) or twenty-seven percent (27%) of the actual total Project costs, with such lesser amount to be further reduced by (i) the City Fee and (ii) an amount equal to forty-one and seven tenths percent (41.7%) of the aggregate of (A) Net Real Estate Proceeds and (B) Net Insurance Proceeds in excess of \$6,570,286.00.

(c) In addition to the T.I.F.-Funded Improvements set forth on (Sub)Exhibit C, Developer may be reimbursed from City Funds for the following additional Redevelopment Project Costs: (i) costs related to the relocation, if any, of the business of Developer located on the Lady Astor Property to the Property; and (ii) any costs for T.I.F.-Funded Improvements in excess of the total amount set forth in (Sub)Exhibit C hereto; provided that the aggregate amount of any such reimbursements plus the amounts received as reimbursement for costs set forth on (Sub)Exhibit C hereof does not exceed the amount described in Section 4.01(b) hereof.

(d) In addition to the T.I.F.-Funded Improvements set forth on (Sub)Exhibit C and amounts that may be reimbursed, if any, pursuant to Section 4.01(c) hereof, Developer may be reimbursed from Incremental Taxes generated by the Project for any additional Redevelopment Project Costs not listed on (Sub)Exhibit C, including but not limited to the following: (i) interest costs incurred by Developer in connection with the Project; (ii) costs related to the relocation, if any, of the business of Developer located on the Lady Astor Property to the Property; and (iii) any costs for T.I.F.-Funded Improvements in excess of the total amount set forth in (Sub)Exhibit C hereto; provided that (A) the aggregate amount of any such reimbursements plus the amounts received as reimbursement for costs set forth on (Sub)Exhibit C hereof does not exceed the amount described in 4.01(b) hereof and the amounts reimbursed, if any, pursuant to Section 4.01(c) hereof, (B) such amounts of Incremental Taxes (1) have not been pledged by City to pay for any outstanding bonds issued by City from time to time and (2) are permitted to be paid for Redevelopment Project Costs pursuant to the bond ordinance and indenture related to any such bond issuance, and (C) the amount to be reimbursed pursuant to this Section 4.01(d) does not, in the aggregate, exceed the amount of Incremental Taxes generated by the Project as of the date of any such reimbursement request.

4.02 Estimated Cost And Sources.

(a) The total estimated cost of the Project is \$18,566,000.00, to be applied in the manner set forth in Exhibit I. Such costs shall be funded from the following sources:

Equity

Net Real Estate Proceeds	\$1,000,000.00
Net Insurance Proceeds	5,570,286.00
Estimated Total Equity	_____
Lender Financing	_____
Estimated City Funds (subject to Section 4.01)	_____
Estimated Total:	\$18,566,000.00

(b) The required amount of Equity and/or Lender Financing shall be increased by the amount by which either the Net Real Estate Proceeds or Net Insurance Proceeds exceeds the amount set forth above, and the amount of City Funds shall be reduced by an amount equal to forty-one and seven tenths percent (41.7%) of such amount, as set forth in Section 4.01 hereof. Developer shall provide documentation to City with respect to such proceeds, as provided in Section 8.19 hereof.

4.03 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the date hereof, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs and expenses covered by the Project Budget, shall be considered previously contributed Equity of Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. The AIA form Owner's Sworn Statement, being (Sub)Exhibit J hereto, sets forth the prior expenditures approved by D.P.D. as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Funded Improvements shall not be reimbursed to Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by Developer pursuant to Section 4.02 hereof. Except as provided in Section 4.03(b) hereof, Prior Expenditures made for T.I.F.-Funded Improvements shall be reimbursed to Developer at a later date pursuant to the provisions of Sections 4.03(e) (for Phase I expenditures) or 4.03(g) (for Phase II expenditures) hereof.

(b) Purchase of Property. The purchase price of the Property in an amount not to exceed \$625,000.00, and the transaction costs set forth below, up to the maximum amount stated, shall be reimbursed to Developer from

the City Funds on the Closing Date as a T.I.F.-Funded Improvement, directly rather than through the Escrow. Eligible transaction costs are as follows:

_____	\$ _____
_____	_____
_____	_____
Total:	\$ _____

(c) City Fee. City may allocate the sum of Forty-five Thousand Dollars (\$45,000.00) for payment of costs incurred by City for the administration and monitoring of the Project. Such fee is an obligation of Developer and shall be disbursed from the City Funds to D.P.D. on the Closing Date, directly rather than through the Escrow.

(d) Developer's Phase I Disbursements. All subsequent expenditures for Phase I, up to a maximum cap in an amount equal to \$ _____ (constituting the total Phase I budget or such lesser amount approved by D.P.D. pursuant to Change Orders, less the total budget for the Phase I T.I.F.-Funded Improvements, as set forth on (Sub)Exhibits C and I hereof) plus any additional amounts required to be contributed by Developer pursuant to (i) cost overruns as described in Section 4.04 hereof and/or (ii) Section 4.02(b) hereof, less approved Prior Expenditures (the "Phase I Cap"), shall be paid through disbursements from the Escrow (which shall be funded on an "as needed" basis, subject to the satisfaction of the requirements for disbursement pursuant to this Agreement and the Escrow Agreement) and shall be charged to either the Equity Subaccount or the Debt Subaccount (collectively, "Developer's Subaccounts").

(e) City's Phase I Disbursements. When disbursements for expenditures in an amount not less than the Phase I Cap have been made from the Developer's Subaccounts, plus any additional amounts subsequently required to be contributed by Developer pursuant to (i) cost overruns as described in Section 4.04 hereof and (ii) Section 4.02(b) hereof, disbursements previously made for T.I.F.-Funded Improvements for Phase I from either of Developer's Subaccounts shall be reimbursed to Developer or paid directly to third parties out of the City Funds Subaccount, in an amount not to exceed \$ _____ (constituting the total budget for Phase I T.I.F. Eligible Improvements as set forth on (Sub)Exhibit C hereto) or such greater or lesser amount as adjusted as of the time of such disbursement pursuant to Sections 4.01(b), 4.01(c) and 4.01(d) hereof, respectively, minus the amount of the previously disbursed City fee as described in Section 4.06 hereof.

(f) **Developer's Phase II Disbursements.** All disbursements for expenditures for Phase II, up to a maximum cap in an amount equal to \$_____ (constituting the total Phase II budget or such lesser amount approved by D.P.D. pursuant to Change Orders, less the total budget for the Phase II T.I.F.-Funded Improvements, as set forth on (Sub)Exhibits C and I hereof), plus any additional amounts required to be contributed by Developer pursuant to (i) cost overruns as described in Section 4.04 hereof and/or (ii) Section 4.02(b) hereof (the "Phase II Cap"), shall be disbursed from the Escrow and shall be charged to either of Developer's Subaccounts.

(g) **City's Phase II Disbursements.** When disbursements for expenditures in an amount not less than the Phase II Cap have been made from the Developer's Subaccounts, plus any additional amounts subsequently required to be contributed by Developer pursuant to (i) cost overruns as described in Section 4.04 hereof and (ii) Section 4.02(b) hereof, disbursements previously made for T.I.F.-Funded Improvements for Phase II from either of Developer's Subaccounts shall be reimbursed to Developer or paid directly to third parties out of funds remaining in the City Funds Subaccount, in an amount not to exceed \$_____ (constituting the total budget for Phase II T.I.F.-Funded Improvements as set forth on (Sub)Exhibit C hereto) or such greater or lesser amount as adjusted as of the time of such disbursement pursuant to Sections 4.01(b), 4.01(c) and 4.01(d) hereof, respectively.

4.04 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds available pursuant to Sections 4.01 and 4.02 hereof, and such costs cannot be paid out of additional City Funds pursuant to Section 4.01(c) or 4.01(d) hereof, Developer shall be solely responsible for such excess costs, shall contribute such amounts to either of Developer's Subaccounts and shall hold City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of the City Funds.

4.05 Construction Escrow.

City and Developer hereby agree to enter into the Escrow Agreement with the Title Company or its affiliate, Chicago Title and Trust Company.

Section 5.

Conditions Precedent.

The following conditions shall be complied with to City's satisfaction within the time periods set forth below:

5.01 Project Budget.

Developer shall have submitted to D.P.D., and D.P.D. shall have approved, a Project Budget in accordance with the provisions of Section 3.05 hereof on or prior to the Closing Date.

5.02 Scope Drawings And Plans And Specifications.

Developer shall have submitted to D.P.D., and D.P.D. shall have approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.03 hereof.

5.03 Other Governmental Approvals.

Not less than five (5) days prior to the First Construction Disbursement, Developer shall have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and submit evidence thereof to D.P.D..

5.04 Financing.

Developer shall have furnished proof reasonably acceptable to City that Developer has sufficient funds on hand or irrevocably available to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer shall have furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with other sources set forth in Section 4.02 hereof) to complete the Project.

5.05 Acquisition And Title.

On the Closing Date, City shall have disbursed City Funds in an amount not to exceed the amount set forth in Section 4.03(b) hereof to reimburse, in whole or in part, the cost to Developer of the purchase price

of the Property and certain transaction costs, and Developer shall have furnished City with a certified, later-dated copy of the Title Policy, showing Developer as the named insured, with respect to the Property. The Title Policy shall be dated on the Closing Date and shall contain only those title exceptions listed as Permitted Liens on (Sub)Exhibit H hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy shall also contain such endorsements as shall be required by Corporation Counsel, including but not limited to extended coverage and satisfactory endorsements regarding zoning, contiguity, location and survey. Developer shall have provided to D.P.D., prior to the Closing Date, documentation relating to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence Of Clean Title.

Prior to the Closing Date, Developer, at its own expense, shall have provided City with current State and county level searches under Developer's name (and any trade name of Developer) showing no Uniform Commercial Code security interests, judgments, pending suits, federal or state tax liens or fixture filings filed against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys.

Prior to the Closing Date, Developer shall have furnished City with three copies of the Survey.

5.08 Insurance.

Developer, at its own expense, shall have insured the Property in accordance with Section 12 hereof. Certificates or binders evidencing the required coverages, along with paid receipts, shall be delivered to D.P.D. in accordance with the requirements of Section 12.

5.09 Opinion Of Developer's Counsel.

Developer shall furnish City with an opinion of counsel on the Closing Date, substantially in the form attached hereto as (Sub)Exhibit K, with such changes as may be acceptable to Corporation Counsel.

5.10 Evidence Of Prior Expenditures.

No later than twenty (20) business days prior to the Closing Date, Developer shall have provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.03(a) hereof.

5.11 Financial Statements.

Developer shall have provided Financial Statements to D.P.D. for its 1992 fiscal year, and audited or unaudited interim financial statements, not less than thirty (30) days prior to the Closing Date. Such interim financial statements shall cover a period ending not more than ninety (90) days earlier than the date of receipt thereof by D.P.D..

5.12 Documentation.

Developer shall provide documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters, Net Real Estate Proceeds, if any, and Net Insurance Proceeds received to date.

5.13 Environmental.

Prior to the Closing Date, Developer shall have provided D.P.D. with copies of that certain Phase I environmental audit completed with respect to the Property. Based on D.P.D.'s review thereof, D.P.D. may, in its sole discretion, require the completion of a Phase II environmental audit with respect to the Property prior to the Closing Date. D.P.D. reserves the right to terminate negotiations with respect to this Agreement if, in D.P.D.'s view, such audits reveal the existence of material environmental problems.

5.14 Other Preconditions Of Disbursement.

Developer shall satisfy all other preconditions of disbursement of the City Funds as provided in the Bond Ordinance, any certifications or representations made by City in connection with the issuance of the Bonds, the T.I.F. Ordinances, this Agreement and/or the Escrow Agreement.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement.

Prior to entering into an agreement with a General Contractor for construction of the T.I.F.-Funded Improvements in each of the Facilities, Developer shall solicit bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago. Developer shall select the General Contractor submitting the lowest responsible bid for any particular T.I.F.-Funded Improvement who can complete the Project in a timely manner, and shall submit such bid to D.P.D. for its written approval. If Developer selects other than the lowest responsible bid for any T.I.F.-Funded Improvement, Developer shall pay the difference between the lowest responsible bid and the bid selected (which shall be treated as a cost overrun pursuant to the provisions of Section 4.04 hereof). D.P.D. shall have the right to inspect all bids submitted. The General Contractor shall not begin work on the Project until the Scope Drawings and Plans and Specifications, as provided in Section 3.03 hereof, have been approved by D.P.D. and all requisite permits have been obtained.

6.02 Construction Contract.

Developer shall deliver to D.P.D. a copy of the proposed Construction Contract with the General Contractor (and/or the General Contractor acting as construction manager on behalf of Developer) selected to handle the Project in accordance with Section 6.01 above, for D.P.D.'s prior written approval, which shall be granted or denied within five (5) business days after delivery thereof. D.P.D.'s review shall be limited to issues related to compliance with the provisions of this Agreement, including but not limited to this Section 6. Within five (5) business days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer shall deliver to D.P.D. and Corporation Counsel a certified copy of such contract together with any modifications, amendments of supplements thereto.

6.03 Performance And Payment Bonds.

Prior to commencement of each portion of the construction, Developer shall require that the General Contractor or subcontractor, as applicable, provide performance and payment bonds which total in the aggregate the cost of the applicable portion of the construction. All such performance and payment bonds shall be provided by sureties having an AA rating or better

using American Institute of Architect's Form No. A311 or its equivalent. City shall be named as obligee or co-obligee on each such bond.

6.04 Employment Opportunity.

Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Local Contractors And Vendors.

Developer shall use its best efforts to ensure that all contracts entered into in connection with the T.I.F.-Funded Improvements for work done, services provided or materials supplied shall be let (by the Developer, the General Contractor or any subcontractor) to persons or entities whose main office and place of business is located within the City of Chicago. The Construction Contract and each contract between the General Contractor and any subcontractor shall contain a provision to this effect.

6.06 Other Provisions.

The Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), Section 8.09 (Prevailing Wage), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) days of the execution thereof.

Section 7.

Completion Of Project.

7.01 Certificate Of Completion.

Upon completion of each of Phase I and Phase II of the Project in accordance with the terms of this Agreement, and at Developer's written request, D.P.D. shall issue to Developer a Certificate certifying that Developer has fulfilled its obligation to construct Phase I or Phase II of the Project, respectively, in accordance with the terms of this Agreement; provided, however, that the issuance of any such Certificate shall not operate as a waiver of any of City's rights under this Agreement or any other agreement. D.P.D. shall respond to Developer's written request for a

Certificate by issuing, within thirty (30) days of D.P.D.'s receipt of such request, either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement, and any other objections to the issuance of a Certificate which D.P.D. may have, and the measures which must subsequently be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Failure To Complete.

If Developer fails to complete either of Phase I or Phase II of the Project in accordance with the terms of the Agreement and provided City has complied in all material respects with this Agreement and with the disbursement requirements as set out in the Escrow Agreement, then City shall have the right (but not the obligation) to complete the T.I.F.-Funded Improvements and to pay for the costs of the T.I.F.-Funded Improvements (including interest costs) out of the City Funds or other City monies. In the event that the aggregate cost of completing the T.I.F.-Funded Improvements exceeds the amount of the City Funds available pursuant to Sections 4.01 and 4.02, Developer shall reimburse City for all reasonable costs and expenses incurred by City in completing the T.I.F.-Funded Improvements in excess of the available City Funds.

Section 8.

Covenants/Representations/Warranties Of Developer.

Developer represents, warrants and covenants to City as follows:

8.01 General.

Developer represents, warrants and covenants that:

(a) Developer is an Illinois corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action and will not violate its Articles of Incorporation or bylaws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under, require any consent under, or result in the creation of any lien, charge, or encumbrance upon the Project, the Property, or any property of Developer under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) Unless otherwise permitted pursuant to Sections 8.15 and 8.16 hereof, Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property free and clear of all liens (except for the Permitted Liens and Lender Financing as disclosed in the Project Budget);

(e) Developer is now and until the issuance of a Certificate of Completion for each of Phase I and Phase II shall remain solvent and able to pay its debts as they mature;

(f) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) The Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer, and there has been no adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent Financial Statements;

(j) Prior to the issuance of a Certificate with respect to each of Phase I and Phase II, Developer shall not do, and shall not permit any subsidiary to do, any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; or (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including

but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business that would impair Developer's ability to fulfill its obligations under this Agreement; or (4) assume, guarantee or endorse, or otherwise become liable in connection with the obligations of any other entity or person that would impair Developer's ability to fulfill its obligations under this Agreement;

(k) Developer has not incurred, and, prior to the issuance of a Certificate for each of Phase I and Phase II, shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Property other than the Permitted Liens or incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in Section 4.02 hereof and on the Project Budget, or except as disclosed on (Sub)Exhibit L hereto.

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Section 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all (Sub)Exhibits attached hereto, the T.I.F. Ordinances, the Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer.

8.03 Redevelopment Plan.

Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use Of City Funds.

City Funds disbursed to Developer shall be used by Developer solely to pay for the T.I.F.-Funded Improvements as provided in this Agreement.

8.05 Other Bonds.

Developer shall, at the request of City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for City to issue (in its sole discretion) any bonds in connection with the

Project (other than the Bonds) including T.I.F. Bonds, the proceeds of which are to be used to reimburse City for expenditures made in connection with the T.I.F.-Funded Improvements; provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer shall, at Developer's expense (unless such expense can be paid as a T.I.F.-Funded Improvement pursuant to the terms of Section 4.01(c) or 4.01(d) hereof), cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting City in preparing an offering statement with respect thereto.

8.06 Job Creation And Retention; Covenant To Remain In The City.

Not less than seven hundred seventy-five (775) jobs shall be retained by Developer at the Phase I Facility within six months of the completion thereof; and not less than one hundred (100) additional jobs shall be created by Developer within three (3) years of completion of the Project, for a total of eight hundred seventy-five (875) jobs to be retained or created by Developer at the Facilities or elsewhere within the City of Chicago through March 7, 2012. Developer hereby covenants and agrees to maintain its operations within the City of Chicago through March 7, 2012.

8.07 Employment Opportunity.

Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof.

8.08 Employment Profile.

Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

8.09 Prevailing Wage.

Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such

contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon City's request, Developer shall provide City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, no Affiliate of Developer may receive any part of the City Funds, directly or indirectly, through reimbursement of Developer pursuant to Section 4.03(e) or 4.03(g) or otherwise, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds (by reimbursement or otherwise), upon D.P.D.'s request, prior to any such disbursement.

8.11 Conflict Of Interest.

Developer represents and warrants that no member, official, or employee of City, or of any commission or committee exercising authority over the Project or the Redevelopment Plan, or any consultant hired by City, owns or controls (or has owned or controlled) any interest, direct or indirect, in Developer's business or the property described in (Sub)Exhibit B hereto; nor shall any such member, official, employee or consultant participate in any decision relating to Developer's business which affects his or her interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

8.12 Disclosure Of Interest.

Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project.

8.13 Financial Statements.

Developer shall obtain and provide to D.P.D. Financial Statements for Developer's fiscal year ended September 26, 1993 and each September 26 thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

8.14 Insurance.

Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges.

Except for the Permitted Liens, Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question. Developer shall have the right, before any delinquency occurs, (i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify, or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or (ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities.

Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance With Laws.

To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon City's request, Developer shall provide evidence satisfactory to City of such compliance.

8.18 Recording And Filing.

Developer shall cause this Agreement, certain (Sub)Exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to City an executed original of this Agreement showing the date and recording number of record.

8.19 Documentation.

Developer shall provide to D.P.D. all information and documentation (together with supporting data) necessary to enable D.P.D. to determine and verify the actual amount of (a) Net Real Estate Proceeds, (b) Net Insurance Proceeds, and (c) fire-related losses with respect to the George Street Property. Developer shall provide a Certificate with respect thereto at D.P.D.'s request.

8.20 Conditional Provisions.

The covenants set forth in (Sub)Exhibit M hereto, in their entirety or selectively, will become effective at the sole option of City and upon City's receipt of an opinion from nationally recognized bond counsel that the effectiveness of those provisions will not adversely affect the tax-exempt status of the Bonds or the T.I.F. Bonds. In the event that City exercises its option to make any covenant(s) in (Sub)Exhibit M effective, it shall so notify Developer in accordance with Section 17 hereof.

8.21 Survival Of Covenants.

All warranties, representations, covenants and agreements of Developer contained in this Section 8 or elsewhere in this Agreement shall be true, accurate, and complete at the time of Developer's execution of this

Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 9.

Covenants/Representations/Warranties Of City.

9.01 General Covenants.

City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder and that City Funds are available as of the date hereof to perform such obligations in accordance with the terms of this Agreement, and shall remain available to fund City's obligations hereunder as same become due.

9.02 Survival Of Covenants.

All warranties, representations, and covenants of City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 10.

Employment Opportunity.

Developer and its successors and assigns hereby agree, and shall contractually obligate and cause its or their General Contractor, subcontractors or any Affiliate of Developer operating on the Property (individually an "Employer" and collectively, "Employers") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or

physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, Ch. 2-160, Section 2-160-010, et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of this nondiscrimination clause.

(b) To the greatest extent reasonably feasible, each Employer shall create training and employment opportunities for the benefit of low- and moderate-income residents of the Redevelopment Area. Moreover, to the greatest extent reasonably possible, contracts for work performed in connection with the Project shall be awarded by Employer to business concerns located in, or owned in substantial part by persons residing in, the Redevelopment Area.

(c) All solicitation or advertisement for employees placed by or on behalf of any Employer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income.

(d) Each Employer shall make a good faith effort to hire City residents for any temporary or permanent job vacancies created by the construction, development or use of the Facilities. Developer shall submit reports to D.P.D. from time to time detailing its compliance with this provision within thirty (30) days after receipt of a written request from D.P.D. with respect thereto.

(e) Each Employer shall comply with federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(f) Developer shall expend at least the following percentages of the total Project Budget for contract participation by M.B.E.s or W.B.E.s in the Project:

M.B.E. Percentage	W.B.E. Percentage
17.7%	4.8%

This commitment may be met by Developer's status as a M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s (to the extent of the M.B.E. or W.B.E. participation in such joint venture), by using an M.B.E. or W.B.E. as General Contractor, by subcontracting or causing the General Contractor to subcontract a portion of the work to one or more M.B.E.s or W.B.E.s, by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by the indirect participation of M.B.E.s or W.B.E.s in other aspects of Developer's business or by any combination of the foregoing. Those businesses that constitute both an M.B.E. and W.B.E. shall not be credited more than once against Developer's M.B.E. and W.B.E. commitment. Developer may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project. City may require Developer to demonstrate the specific efforts undertaken to involve M.B.E.s or W.B.E.s directly in the Project. Upon the written request of D.P.D., periodic reports shall be made by Developer to D.P.D. on all efforts made to achieve compliance with the foregoing provisions. Such reports shall include the name and business address of each M.B.E. and W.B.E. solicited by Developer to work as General Contractor or subcontractor and the responses received to such solicitation, the name and business address of each M.B.E. and W.B.E. actually involved in the Project, a description of the work performed and/or products or services supplied, the date and amount of each expenditure and such other information as may assist City in determining Developer's compliance with the foregoing provisions, and the status of any M.B.E. or W.B.E. performing any contract in connection with the Project. City shall have access to Developer's books and records, including without limitation payroll records, tax returns and records and books of account, on five (5) days' notice, to allow City to review Developer's compliance with its commitment to M.B.E./W.B.E. participation.

(g) Each Employer will include the foregoing provisions of this Section 10 in every contract entered into in connection with the Project, and will require the inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property so that such provision will be binding upon each contractor or subcontractor or Affiliate, as the case may be.

Section 11.

Environmental Matters.

Developer hereby represents and warrants to City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all (Sub)Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the Bond Ordinance and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold City harmless from and against any and all losses, liabilities, damages, injuries, cost, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of City or Developer or any of its subsidiaries under any Environmental Laws relating to the Property.

Section 12.

Insurance.

Developer shall procure and maintain, or cause to be maintained, at all times throughout the Term of this Agreement, and until each and every obligation of Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by Developer, any contractor or subcontractor:

- (a) Prior to Execution and Delivery of this Agreement: At least ten (10) business days prior to the execution of this Agreement, the Developer shall procure and maintain the following kinds and amounts of insurance:

- (i) Worker's Compensation And Occupational Disease Insurance.

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than \$100,000.00 for each accident or illness shall be included.

- (ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

- (b) Construction: Prior to the construction of any portion of the Project, Developer shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:

- (i) Worker's Compensation And Occupational Disease Insurance.

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service in connection with this Agreement. Employer's liability coverage with limits of not less than \$100,000.00 for each accident or illness shall be included.

- (ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

- (iii) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed in connection with this Agreement, Developer shall provide Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

- (iv) All Risk Blanket Builder's Risk Insurance.

When Developer, any contractor or subcontractor undertakes any construction, including improvements, betterments, and/or repairs, Developer, such contractor or subcontractor 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, 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 \$1,000,000.00 or such lower amount as may be approved by City. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

(c) Other Provisions.

All insurance policies shall provide that City shall be given 30 days prior written notice of any modification, renewal or cancellation. Original certificates of insurance evidencing the required coverages 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 or prior to completion of construction of the Project, as applicable, shall be delivered in a timely manner, as herein required, to the City of Chicago, Department of Finance, Risk Management Office, 510 North Peshtigo Court, Room 5A, 60602. If the Developer fails to obtain or maintain any of the insurance policies required under this Agreement or to pay any insurance policies required under this Agreement, or to pay any premium in whole or in part when due, City may (without waiving or releasing any obligation of Event of Default by Developer hereunder) obtain and maintain such insurance policies and take any other action which City deems advisable to protect its interest in the Property and/or Project. All sums so disbursed by City including reasonable attorneys fees, court costs and expenses, shall be reimbursed by Developer upon demand by City.

Developer agrees, and shall cause each contractor and subcontractor to agree, that any insurance coverages and limits furnished by Developer and such contractors and subcontractors shall in no way limit Developer's liabilities and responsibilities specified under this Agreement or any related documents or by law, or such contractor's or subcontractor's liabilities and responsibilities specified under any related documents or by law. Developer shall require all contractors and subcontractors to carry the insurance required herein, or Developer may provide the coverage for any or all contractors and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

Developer agrees, and shall cause its insurers and the insurers of each contractor and subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against City.

Developer shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commissioner's Regulations Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transport of Hazardous Materials.

City maintains the right to modify, delete, alter or change the provisions of this Section 12 so long as such action does not, without Developer's prior

written consent, increase the requirements set forth in this Section 12 beyond that which is reasonably customary at such time.

Section 13.

Indemnification.

Developer agrees to indemnify, defend and hold City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, reasonable attorneys fees and court costs) suffered or incurred by City arising from or in connection with (i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement, or (iii) the existence of any material misrepresentation or omission in any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or its agents, employees, contractors or persons acting under the control or at the request of Developer or (iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

Section 14.

Maintaining Records/Right To Inspect.

14.01 Books and Records.

Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, General Contractors and contractors sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights.

Any authorized representative of City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

Section 15.

Default And Remedies.

15.01 Events of Default

The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer hereunder:

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

(c) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;

(d) the making or furnishing by Developer to City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(e) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto (other than the Permitted Liens or liens created in connection with the financing of equipment and/or machinery used in connection with Developer's business), or the making or any attempt to make any levy, seizure or attachment thereof;

(f) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that such Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether

under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within thirty (30) days after the commencement of such proceedings;

(g) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within thirty (30) days after the commencement thereof;

(h) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for thirty (30) days after such entry without a stay of enforcement or execution;

(i) the dissolution of Developer or the death of any natural person who owns a material interest in Developer, provided that such death shall have a material adverse effect on Developer; or

(j) the institution in any court of a criminal proceeding other than a misdemeanor against Developer or any natural person who owns a material interest in Developer, which is not dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in Developer shall be one owning in excess of thirty-three percent (33%) of Developer's issued and outstanding shares of stock.

15.02 Remedies.

Upon the occurrence of an Event of Default, City may terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure the specific performance of the agreements contained herein.

15.03 Curative Period.

In the event Developer shall fail to perform a covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer shall have failed to cure such default within sixty (60) days of its receipt of a written notice from City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such sixty (60) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such sixty (60) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 16.

Mortgaging Of The Project.

All mortgages currently in place with respect to the Project are listed on (Sub)Exhibit H hereto, including mortgages made in connection with Lender Financing. In the event that Developer shall hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof, a mortgage(s) or deed(s) of trust (any such mortgage or deed of trust being hereinafter referred to as the "Mortgage" and the holder of the same being hereinafter referred to as the "Mortgagee"), then it is hereby agreed by and between City and Developer as follows:

(a) Prior to the issuance by City to Developer of a Certificate of Completion pursuant to Section 7 hereof with respect to either Phase I or Phase II, no such Mortgage shall be executed on the Phase I Facility or Phase II Facility, respectively, without the prior written consent of the Commissioner of D.P.D..

(b) In the event that the Mortgagee or any other party shall succeed to the Developer's interest in the Property pursuant to the exercise of remedies under a Mortgage, whether by foreclosure, deed in lieu of foreclosure, or otherwise, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.16 hereof, City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of Developer hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it

is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such Mortgagee or other party succeeding to the Developer's interest in the Property does not expressly accept an assignment of Developer's interest hereunder, such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

Section 17.

Notice.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified or facsimile mail, return receipt requested.

If To City:

City of Chicago
Department of Planning and
Development
Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

City of Chicago
Department of Law
Finance and Economic
Development Division
Room 511
121 North LaSalle Street
Chicago, Illinois 60602

If To Developer:

Culinary Foods, Inc.
2855 North Lincoln Avenue
Chicago, Illinois 60657

With Copies To:

Tully & Weinstein
Suite 1500
77 West Washington Street
Chicago, Illinois 60602

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) shall be deemed received two business days following deposit in the mail.

Section 18.

Miscellaneous.

18.01 Amendment.

This Agreement and the (Sub)Exhibits attached hereto may not be amended without the prior written consent of City.

18.02 Entire Agreement.

This Agreement (including each (Sub)Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation Of Liability.

No member, official or employee of City shall be personally liable to Developer or any successor in interest in the event of any default or breach by City or for any amount which may become due to Developer from City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances.

Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certificates as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver.

Waiver by City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by City or Developer in writing.

18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer.

Nothing contained in this Agreement nor any act of City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving City.

18.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof in any circumstances, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the Bond Ordinance, the Bond Ordinance shall prevail and control.

18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to City shall be in form and content satisfactory to City.

18.14 Approval.

Wherever this Agreement provides for the approval or consent of City or D.P.D., or any matter is to be to City's or D.P.D.'s satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by City or D.P.D. in writing and in its sole discretion.

18.15 Assignment.

Prior to the issuance by City to Developer of a Certificate of Completion for both Phase I and Phase II, pursuant to Section 7 hereof, Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of City. Notwithstanding the issuance of such Certificates, any successor in interest to Developer under this Agreement shall certify in writing to City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.20 and 8.21 hereof, for the Term of the Agreement. Developer

consents to City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect.

This Agreement shall be binding upon Developer and its successors and permitted assigns and shall inure to the benefit of City, its successors and assigns.

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Attest:

Culinary Foods, Inc.

By: _____

By: _____

Its: _____

Its: _____

City of Chicago

By: _____

Commissioner,
Department of Planning and
Development

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the _____ and _____ of Culinary Foods, Inc., an Illinois corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this

My commission expires: _____

(Seal)

[(Sub)Exhibits "A", "B", "D", "E", "F", "G", "H", "J", "L",
"N" and "O" referred to in this Redevelopment
Agreement unavailable at time of
printing.]

(Sub)Exhibits "C", "I", "K" and "M" attached to this Redevelopment Agreement read as follows:

(Sub)Exhibit "C".

T.I.F.-Funded Improvements.

[Draft for discussion purposes only. Subject to further review by D.P.D. prior to execution of this Agreement, upon receipt of a more detailed Project Budget from Developer. To be eligible for reimbursement, a cost must qualify as a Redevelopment Project Cost.]

Phase I

Line Item	Cost
Land acquisition	\$ 625,000
Site clearance, demolition and soil remediation	750,000
Site preparation and grading	334,500
Fencing for site preparation and demolition	<u>68,613</u>
Total Hard Costs, Phase I	\$1,778,113

Line Item	Cost
Architectural fees related to T.I.F.-Eligible Improvements	\$ 25,000
Engineering fees related to T.I.F.-Eligible Improvements	50,000
Legal fees and transaction costs related to T.I.F.-Eligible Improvements	235,000
Relocation costs	
Off-site utility hook-up	970,000
Disconnection and relocation of equipment	<u>775,800</u>
Total Hard Costs, Phase I	\$2,055,800
Total T.I.F.-Funded Improvements, Phase I	\$3,833,913

Phase II

Line Item	Cost
Total T.I.F.-Funded Improvements, Phase II	\$ -0-
Total T.I.F.-Funded Improvements	\$3,883,913

(Sub)Exhibit "I".

[Draft for discussion purposes only. Subject to further review by D.P.D. prior to execution of this Agreement, upon receipt of a more detailed Project Budget from Developer.]

Project Budget.

Phase I

Line Item

Cost

Phase II

Line Item

Cost

Total Phase I and Phase II

\$ _____

(Sub)Exhibit "K."

Opinion Of Developer's Counsel.

[To Be Retyped On Developer's Counsel's Letterhead]

_____, 1993

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Culinary Foods, Inc., an Illinois corporation ("Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Stockyards Industrial-Commercial Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) Culinary Foods, Inc., Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago ("City");
- (b) the Escrow Agreement of even date herewith executed by Developer and City;
- (c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and
- (d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

- (a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and
- (b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Articles of Incorporation or Bylaws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of [Lender].

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or

restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at Developer's request for the benefit of the City, its counsel and purchasers of the City's General Obligation Tender Bonds, Series B of 1992 issued pursuant to an ordinance adopted by the City Council of the City of Chicago on July 7, 1992 (the proceeds of which are to be used, in part, to finance the Project), and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

[Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

Exhibit "M"

Section 8.20.

Conditional Provisions.

(a) **Governmental Charges.** Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, state, county, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Developer, the Property or the Project including

but not limited to real estate taxes. Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.20(b) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to D.P.D. of Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option, (i) Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, City, in its sole discretion, may require Developer to submit to City audited Financial Statements at Developer's own expense.

(b) Real Estate Taxes.

(i) Acknowledgement of Real Estate Taxes. Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property which is necessary to support the debt service indicated ("Minimum Assessed Value") is shown on (Sub)Exhibit N attached hereto and incorporated herein by reference for the years noted

on (Sub)Exhibit N; (B) Part II of (Sub)Exhibit N sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in (Sub)Exhibit N.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit N.

(iv) No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either City or by any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean a complaint seeking to increase the assessed value of the Project.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.20 are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. Developer agrees that any sale, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made subject to such covenants and restrictions.

(c) Insurance. In addition to the insurance required pursuant to Section 12 hereof, Developer shall at all times provide, maintain and keep in force the following insurance:

- (i) All Risk Property Insurance.
 - (A) Pre-construction. Developer shall obtain All Risk Property insurance, if applicable, in the amount of the full replacement value of Developer's property located in the Redevelopment Area, including but not limited to the Property.
 - (B) Post-construction. Developer shall obtain an All Risk Property policy, including improvements and betterments in the amount of full replacement value of Developer's property located in the Redevelopment Area, including but not limited to the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

[(Sub)Exhibit "N" referred to above unavailable at
time of printing.]

AUTHORIZATION FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH HOME OF
MOO AND OINK FOR PROPERTY AT
4848 WEST MADISON STREET.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with the Home of Moo and Oink located at 4848 West Madison Street, in the amount of \$3,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may legislate matters which pertain to its local governmental affairs; and

WHEREAS, The Department of Planning and Development ("D.P.D.") of the City has as one of its primary purposes the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, The City Council of the City has authorized the funding of an amount not to exceed \$60,000,000 for the C.D.B.G. Float Loan Program from C.D.B.G. Year XIX funds; and

WHEREAS, The Home of Moo & Oink, an Illinois general partnership (the "Borrower"), made an application to D.P.D. to borrow funds under the C.D.B.G. Float Loan Program to construct and open a 21,000 square foot wholesale meat processing plant, retail center and surface parking facility, which will result in the creation of an estimated 75 new, permanent job opportunities for low- and moderate-income persons residing in the City; and

WHEREAS, The C.D.B.G. Float Loan Committee has approved the Borrower's loan application in an amount not to exceed \$3,500,000; now, therefore,

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

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

SECTION 2. The Commissioner of D.P.D. is authorized on behalf of the City to enter into and execute such agreements and instruments, subject to approval by the Corporation Counsel, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan. The Commissioner of D.P.D. is hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto.

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

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

Exhibit "A".

Borrower: Home of Moo & Oink, an Illinois general partnership, the partners of which are Barry Levy, Morton Levy, Harvey Lezak and Barry Lezak.

Address: 4848 West Madison Street
Chicago, Illinois.

Loan Program: C.D.B.G. Float Loan.

Amount: Not to exceed \$3,500,000.

Term: 24 months.

Interest Rate: 2.4 percent per annum.

Collateral: Letter of Credit issued by Harris Trust and Savings Bank, Chicago, Illinois 60690 (or a financial institution meeting C.D.B.G. Float Loan Program requirements, acceptable to the City).

Letter of Credit shall be irrevocable and unconditional in the form of a direct pay letter of credit, subject to approval by the Corporation Counsel and shall be provided in the amount of the principal of the C.D.B.G. Float Loan plus interest.

Purpose: To provide financial assistance for Phase II of the cost of constructing and opening a 21,000 square foot wholesale meat processing plant, retail center and surface parking facility at 4848 West Madison Street, Chicago, Illinois.

AUTHORIZATION FOR EXECUTION OF PARTICIPATION
LOAN TO CONVENTION EXHIBITS, INC. FOR
PROJECT AT 4752 -- 4810 SOUTH
HOYNE AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Participation Loan to Convention Exhibits, Inc. for a project located at 4752 -- 4810 South Hoyne Avenue, in the amount of \$210,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 Planning and Development ("D.P.D.") of the City of Chicago ("City") has as its primary purpose the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, The City Council of the City previously reviewed and approved a D.P.D. initiative entitled the Bank Participation Loan Program (Journal of the Proceedings of the City Council of the City of Chicago, Illinois, July 31, 1990); and

WHEREAS, The Bank Participation Loan Program requires City Council approval for those participations in which the City's share exceeds \$150,000; and

WHEREAS, Convention Exhibits, Inc., an Illinois corporation ("Borrower"), has requested the D.P.D. approve the purchase of a participation interest in the maximum amount of \$210,000 of a loan from The First National Bank of Chicago ("Bank") in the maximum amount of \$960,000 for the purpose of acquiring land and a building located at 4752 --

4810 South Hoyne Avenue, Chicago, Illinois which will result in the creation of an estimated 11 permanent job opportunities for low- and moderate-income persons residing in the City ; and

WHEREAS, The Bank Participation Loan Review Committee has approved the application of the Borrower; now, therefore,

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

SECTION 1. The above recitals are incorporated herein by reference.

SECTION 2. The Commissioner of D.P.D. is authorized to execute, subject to review by the Corporation Counsel, a Certificate of Participation with the Bank pursuant to which the City will purchase a participation interest in the maximum amount of \$210,000 with respect to the Bank loan.

SECTION 3. The Commissioner of D.P.D. is further authorized to enter into and execute, subject to review by the Corporation Counsel, such other documents as may be necessary and proper to implement the terms and conditions of the Bank Participation Loan Program with respect to the Borrower.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

AMENDMENT OF TITLE 3, CHAPTER 56 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SECTION 145 TO
FACILITATE SUSPENSION OF VEHICLE REGISTRATION
THROUGH NOTIFICATION OF VEHICLE OWNERS
AND SECRETARY OF STATE REGARDING
VEHICLE TAX LIABILITY.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of Chapter 3-56 of the Municipal Code of the City of Chicago concerning the wheel tax license fee, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 3-56 of the Municipal Code of Chicago is hereby amended by adding a new Section 3-56-145, as follows:

3-56-145

(a) *As used in this section:*

(1) "Director" means the Director of Revenue.

(2) "Vehicle tax" means the wheel tax license fee required to be paid under this chapter, including any penalties associated with the fee.

(b) The Director of Revenue shall establish and administer a system whereby the City notifies the Secretary of State of vehicle tax liability and the Secretary of State suspends the registration of vehicles for which the tax has not been paid. The system shall be operated in accordance with 3-704.1 of the Illinois Vehicle Code.

(c) The system shall provide for the following:

(1) The Director shall send by first class mail to the vehicle owner at the owner's address recorded with the Secretary of State a first notice for failure to pay a vehicle tax whenever the Director has reasonable cause to believe that the vehicle owner has failed to pay a vehicle tax as required by this chapter. Such reasonable belief may, but need not be, based upon a report from the City Clerk stating that the vehicle tax is delinquent. The notice sent to the owner shall include at least the following:

(A) The name and address of the vehicle owner.

(B) The registration plate number of the vehicle.

(C) The period for which the vehicle tax is due.

(D) The amount of vehicle tax that is due.

(E) A statement that the vehicle owner's registration for the vehicle will be subject to suspension proceedings unless the vehicle owner pays the vehicle tax or successfully contests the owner's alleged liability within 30 days of the date of the notice.

(F) An explanation of the vehicle owner's opportunity to be heard under subsection (d).

(2) If a vehicle owner fails to pay the vehicle tax or to contest successfully the owner's alleged liability within the period specified in the first notice, the Director shall send by first class mail to the vehicle owner at the owner's address recorded with the Secretary of State a second notice of impending registration suspension. The notice shall contain the same information as the first notice, but shall also state that the failure to pay the amount owing, or to contest successfully the alleged liability within forty-five (45) days of the date of the second notice, will result in the City's notification of the Secretary of State that the vehicle owner is eligible for the initiation of suspension proceedings under Section 3-704.1 of the Illinois Vehicle Code.

(d) The vehicle owner may file with the Director a request for an opportunity to be heard under this subsection. The owner may contest the alleged liability either through an adjudication by mail or at an administrative hearing, at the option of the vehicle owner. The grounds upon which the liability may be contested shall be limited to the following:

- (1) The alleged vehicle owner does not own the vehicle.*
- (2) The vehicle is not subject to the vehicle tax by law.*
- (3) The vehicle tax for the period in question has been paid.*

At an administrative hearing, the formal or technical rules of evidence shall not apply. Evidence may be admitted if it is a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. The hearing shall be recorded. The person conducting the hearing shall have the power to administer oaths and to secure by subpoena the attendance and testimony of witnesses and the production of relevant documents.

(e) If a vehicle owner who has been sent a first notice of failure to pay a vehicle tax and a second notice of impending registration suspension fails to pay the vehicle tax or to contest successfully the vehicle owner's liability within the periods specified in the notices, the Director shall cause a certified report to be sent to the Secretary of State pursuant to this subsection. The report, which shall be certified by the Director, shall notify the Secretary of State of the vehicle owner's failure to pay the vehicle tax or related penalties, and shall contain the following:

- (1) The name, last known address and registration plate number of the vehicle of the person who failed to pay the vehicle tax.*
- (2) An indication that the report is made by and on behalf of the City of Chicago.*
- (3) A statement that the City sent notices as required by subsection (c); the date on which the notices were sent; the address to which the notices were sent; and the date of the hearing, if any.*

Whenever a certified report is sent to the Secretary of State pursuant to this subsection, the Director shall assess against the vehicle owner a \$20 processing fee to reimburse the City for its expenses.

(f) The Director shall notify the Secretary of State whenever a person named in a certified report has subsequently paid a vehicle tax or whenever the Director determines that the original report was in error. The Director

shall also give a certified copy of the notification upon request at no additional charge to the person named in the report.

(g) From time to time the City Treasurer and the City Comptroller shall reimburse the Secretary of State for his or her expenses in administering the vehicle suspension program as required by Section 3-704.1 of the Illinois Vehicle Code.

SECTION 2. This ordinance shall take effect 30 days after its passage.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS, REFUNDS OF FEES AND WAIVERS OF
FEES FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (November 22, 1991, January 14, February 4, March 4, October 14, November 6 and 24, 1992, January 12, May 19, June 9 and July 14, 1993) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refunds of fees and waivers of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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):

FREE PERMITS.

*Back Of The Yards Neighborhood Council.
(Affordable Housing Program)*

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 (including any connect and disconnect fees from the Department of Water and the Department of Sewers), notwithstanding other ordinances of the City of Chicago to the contrary, to the Back of the Yards Neighborhood Council (Affordable Housing Program) 1751 West 47th Street, for the construction of new homes on the premises known as: see attached Exhibits "A" and "B".

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

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

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

Exhibit "A".

Address	P.I.N.
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
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

Address	P.I.N.
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	P.I.N.
4504 South Marshfield Avenue	20-06-416-027
4508 South Marshfield Avenue	20-06-416-028
4533 South Wood Street	20-06-414-014

Center For Street People.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Center for Street People, for rehabilitation on the premises known as 4455 North Broadway.

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

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

Christ Universal Temple Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, 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 Christ Universal Temple Church, 11901 South Ashland Avenue, for rehabilitation of existing property on the premises known as 11901 South Ashland 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.

El Hogar Del Nino.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to El Hogar Del Nino, 2325 South California Avenue, for renovation of existing structure on the premises known as 1714, 1716 and 1718 South Loomis Street.

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

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

Illinois Masonic Medical Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health, the Commissioner of Fire and the Commissioner of the Environment, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Illinois Masonic Medical Center, 836 West Wellington Avenue, for construction of a new medical office center and garage at 3000 North Halsted Street and for the construction of a three-story addition to the existing structure at 836 West Wellington Avenue and for the construction of a sky-bridge between these two buildings.

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

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

*Northwestern University.
(333 East Erie Street)*

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, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary

permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Northwestern University, for construction of an accessory parking structure for the Northwestern Memorial Hospital Medical Center and Northwestern University on the premises known as 333 East Erie Street.

Said building shall be used exclusively for accessory parking and related purposes, and all work thereon shall be done in accordance with the plans submitted.

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

Northwestern University.
(222 East Huron Street)

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, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Northwestern University, for construction of an accessory parking structure for the Northwestern Memorial Hospital Medical Center and Northwestern University on the premises known as 222 East Huron Street.

Said building shall be used exclusively for accessory parking and related purposes, and all work thereon shall be done in accordance with the plans submitted.

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

Ravenswood Hospital And Medical Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, 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 Ravenswood Hospital and Medical Center for the premises known as 4550 North Winchester Avenue and 2318 West Irving Park Road.

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

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

Saint Andrew's Greek Orthodox Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, 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 Saint Andrew's Greek Orthodox Church for erection of canopies on the grounds on the premises known as 5649 North Sheridan Road.

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

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

LICENSE FEE EXEMPTIONS.

General Business.

Ada S. McKinley Danforth House.

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

SECTION 1. Pursuant to Section 10-10-1010 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings, the following organization:

Ada S. McKinley Danforth House
4540 South Michigan Avenue,

a not-for-profit organization for the handicapped, is hereby exempted from payment of the General Business License fee for the period of July 15, 1993 to August 15, 1994.

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

The Auxiliary Of Grant Hospital.

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

SECTION 1. Pursuant to Section 10-10-1010 of the Municipal Code of Chicago, the following charitable institution which is not operated for a gain and in accordance with a favorable investigation by the Department of Buildings, is hereby exempted from the payment of the General Business (Floral and Gifts Shop) License fee for the year 1992:

The Auxiliary of Grant Hospital
550 West Webster Avenue.

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

Chinese Mutual Aid Association.

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

SECTION 1. Pursuant to Section 10-10-1010 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings, the following organization is hereby exempted from the payment of the annual General Business License fee for the year 1992:

Chinese Mutual Aid Association
1100 West Argyle Street.

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

Deborah's Place.

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

SECTION 1. Pursuant to Section 4-344-010 of the Municipal Code of Chicago and in accordance with a favorable report from the Department of Buildings, the following institution is hereby exempted from the payment of the General Business License fee for the year 1993:

Deborah's Place
1404½ North Sedgwick Street.

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

*The Ethiopian Community Association Of
Chicago, Inc.*

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

SECTION 1. Pursuant to Section 10-10-1010 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings, the following organization is hereby exempted from the payment of the annual General Business License fee for the year 1992:

The Ethiopian Community Association of Chicago, Inc.
4750 North Sheridan Road.

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

International Association For World Peace.

Ordered, That the Director of the Department of Revenue of the City of Chicago issue a General Business License, free of charge, to the International Association for World Peace, 3121 North Lincoln Avenue, for the year 1992.

International Music Foundation.

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

SECTION 1. Pursuant to Section 4-4-020 of the Municipal Code of Chicago, the following foundation is hereby exempted from the payment of the annual General Business License fee for the period beginning February 16, 1993 and ending February 15, 1994:

International Music Foundation
500 North Dearborn Street.

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

Kidwatch Plus, Inc.

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

SECTION 1. Pursuant to Section 10-10-1010 of the Municipal Code of Chicago and in accordance with favorable inspection by the Building Department, the following organization is hereby exempted from the payment of the annual General Business License fee for the year 1992:

Kidwatch Plus, Inc.
3901 North Ridgeway Avenue.

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

Korean American Community Services.

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

SECTION 1. Pursuant to Section 10-10-1010 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings, the following organization is hereby exempted from the payment of annual General Business License fee, for the year 1992:

Korean American Community Services
4300 North California Avenue.

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

Lao American Community Services.

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

SECTION 1. Pursuant to Section 10-10-1010 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings, the following organization is hereby exempted from the payment of the annual General Business License fee, for the year 1992:

Lao American Community Services
4750 North Sheridan Road.

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

M & M Foundation For Retarded.

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

SECTION 1. Pursuant to Section 4-1-010 of the Municipal Code of Chicago and in accordance with favorable report from the Department of Buildings, the following institution is hereby exempted from the payment of the annual General Business License fee, for the year 1993:

M & M Foundation for Retarded
5666 North Lincoln Avenue.

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

Our Lady Of The Resurrection Medical Center.
(1992)

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago and in accordance with favorable inspection report from the Department of Buildings, and from the Department of Fire, the following

institution is hereby exempted from the payment of the annual General Business License fee, for the year 1992:

Our Lady of the Resurrection Medical Center
5645 West Addison Street.

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

Our Lady Of The Resurrection Medical Center.
(1993)

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago and in accordance with favorable inspection report from the Department of Buildings, and from the Department of Fire, the following institution is hereby exempted from the payment of the annual General Business License fee, for the year 1993:

Our Lady of the Resurrection Medical Center
5645 West Addison Street.

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

Saint Mary Of Nazareth Hospital Center.

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

SECTION 1. Pursuant to Section 10-10-1010 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings, the following charitable institution is hereby exempted from the payment of the annual General Business (Gift Shop) License fee, for the year 1992:

Saint Mary of Nazareth Hospital Center
2233 West Division Street.

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

South Chicago Community Hospital.
(1991)

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

SECTION 1. Pursuant to Section 4-1-010 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the annual General Business License fee, for the year 1991:

South Chicago Community Hospital
2320 East 93rd Street.

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

South Chicago Community Hospital.
(1992)

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

SECTION 1. Pursuant to Title 10, Chapter 10, Section 1010 of the Municipal Code of Chicago, the following charitable institution is hereby exempted from payment of the annual General Business License fee for the year, 1992:

South Chicago Community Hospital
(formerly Evangelical Hospital Corporation)
2320 East 93rd Street.

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

Steppenwolf Theatre Company.

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

SECTION 1. Pursuant to Section 10-10-1010 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings, the following organization is hereby exempted from payment of the annual General Business License fee for the year of 1992:

Steppenwolf Theatre Company
1650 North Halsted Street.

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

The Thrift Art Shop.

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

SECTION 1. Pursuant to Section 10-10-1010 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings, the following organization is hereby exempted from payment of the annual General Business License fee for the year of 1992:

The Thrift Art Shop
4833 North Broadway.

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

REFUND OF FEES.

Congregation Of Alexian Brothers.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$502.00 to the Congregation of Alexian Brothers, 600 Alexian Way, Elk Grove Village, Illinois, representing payment of Permit No. B-768274 for remodeling second floor at 6007 North Kenmore Avenue.

Museum Of Contemporary Art.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$13,707.35 to the Museum of Contemporary Art, 237 East Ontario Street, representing payment of permit fees for demolition (by the National Wrecking Company, 2441 North Leavitt Street) of property located at 234 East Chicago Avenue, for removal of parking meters on East Chicago Avenue and East Pearson Street, and a special deposit for sealing two 4-inch water main services and for use of water.

St. Leonard House/SECO Refrigeration.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$131.00 to SECO Refrigeration for Building Permit No. 768040, for remodeling and repair services at the St. Leonard House, 2100 West Warren Boulevard, a not-for-profit organization.

St. Paul's Home For The Aged.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$758.00 representing payment of Building Permit No. B-770331 for interior remodeling of St. Paul's Home for the Aged, 3631 North Mozart Street.

WAIVER OF FEES.

Chinese Mutual Aid Argyle Street Festival.
(Special Event General Retail License Fee)

Ordered, That the Department of Revenue, City of Chicago, waive the Special Event General Retail License fee for the Chinese Mutual Aid Argyle Street Festival, to be held from the 1000 block to the 1200 block of West Argyle Street, during the hours of 11:00 A.M. to 8:00 P.M., on Sunday, August 29, 1993.

1993 Argyle Street Festival.
(Food Vendor's Permit Fees)

Ordered, That the Department of Revenue, City of Chicago, waive the Food Vendor's Permit fees for the 1993 Argyle Street Festival to be held from the 1000 block to the 1200 block of West Argyle Street, on Sunday, August 29, 1993, during the hours of 11:00 A.M. to 8:00 P.M..

1993 Argyle Street Festival.
(Retail Vendor's Permit Fees)

Ordered, That the Department of Revenue, City of Chicago, waive the Retail Vendor's Permit fees for the 1993 Argyle Street Festival to be held from the 1000 block to the 1200 block of West Argyle Street, on Sunday, August 29, 1993, during the hours of 11:00 A.M. to 8:00 P.M..

AUTHORIZATION FOR CANCELLATION OF WARRANTS
FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 specific warrants for collections issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Sign	Amount
Bethany Methodist Hospital 5015 North Paulina Street	P1-302213 (Fuel Burn. Equip.)	\$ 39.00
The Byron Center 6050 North California Avenue	B1-312158 (Bldg.)	31.00
Express Learning Center 2835 West Touhy Avenue	C2-311764 (Refrig.)	34.00
Field Museum of Natural History East Roosevelt Road at South Lake Shore Drive	P1-302467 (Pub. Place of Assemb.)	468.00
Inner City Impact 1127 West Adams Street	B1-318064 (Pub. Place of Assemb.)	47.00
The Latin School of Chicago (various locations)	F4-317218 (Mech. Vent.)	444.00
	P1-302339 (Fuel Burn. Equip.)	39.00
Lincoln West Hospital 2544 West Montrose Avenue	P1-302534 (Fuel Burn. Equip.)	117.00
Morgan Park Academy 2153 West 111th Street	C2-303544 (Refrig.)	136.00

Name And Address	Warrant No. And Type Of Sign	Amount
	C2-311247 (Refrig.)	\$ 32.00
	P1-301314 (Boiler)	430.00
Resurrection Health Care Corporation (various locations)	P1-302322 (Fuel Burn. Equip.)	546.00
	P1-302463 (Fuel Burn. Equip.)	663.00
	P1-302654 (Fuel Burn. Equip.)	1,024.00
Safer Foundation (various locations)	F4-316126 (Mech. Vent.)	26.00
	F4-316342 (Mech. Vent.)	42.00
Saint Joseph Hospital 2900 North Lake Shore Drive	B2-300390 (Canopy)	23.00
	B2-300391 (Rev. Door)	23.00
	C2-306703 (Refrig.)	1,164.00
William M. Scholl College of Podiatric Medicine	A1-300626 (Elev.)	262.00
1001 North Dearborn Street	B1-317296 (Bldg.)	207.00

8/4/93

REPORTS OF COMMITTEES

36361

Name And Address	Warrant No. And Type Of Sign	Amount
	P1-301755 (Fuel Burn. Equip.)	\$519.00
Vivekananda Vedanta Society 5419 South Hyde Park Boulevard	P1-302009 (Fuel Burn. Equip.)	78.00
Louis A. Weiss Memorial Hospital 6374 North Lincoln Avenue	A1-302536 (Elev.)	82.00
Young Women's Christian Association of Metropolitan Chicago 6200 South Drexel Avenue	C2-316582 (Refrig.)	184.00

AUTHORIZATION FOR CANCELLATION OF FIRE PUMP
INSPECTION FEE FOR WEST ENGLEWOOD
TRAINING CENTER.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration one (1) order submitted by Alderman Murphy (18th Ward) authorizing the cancellation of a fire pump inspection fee for the West Englewood Training Center, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 a Fire Pump Inspection fee of a 1/750 GPK Pump in the amount of \$270.00, under date of March 19, 1993, charged to the West Englewood Training Center, 2124 West 82nd Place.

**AUTHORIZATION FOR INSTALLATION OF ALLEYLIGHTS
AND/OR STREETLIGHTS AT SPECIFIED LOCATIONS.**

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four (4) orders authorizing the installation of alley/streetlights at specified locations:

Alderman Dixon	8240 South Stony Island Avenue;
Alderman Shaw	333 East 136th Street and 546 East 134th Street; and
Alderman M. Smith	1400 and 1500 blocks of West Olive Avenue,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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):

8240 South Stony Island Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 8240 South Stony Island Avenue.

333 East 136th Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a streetlight in front of the premises at 333 East 136th Street.

546 East 134th Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a streetlight in front of the premises at 546 East 134th Street.

1400 And 1500 Blocks Of West Olive Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of alleylights in the 1400 and 1500 blocks of West Olive Avenue -- in the south alley.

**AUTHORIZATION FOR ISSUANCE OF FREE PERMITS FOR
INSTALLATION OF RESIDENTIAL POSTLIGHTS
AT SPECIFIED LOCATIONS.**

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four (4) orders authorizing the issuance of all necessary permits, free of charge, for the installation of residential postlights:

Alderman Steele

8000 block of South State Street, 8000 South Wabash Avenue Block Club, and 600 block of East 89th Street Block Club;

Alderman Beavers

8900 block of South Phillips Avenue Block Club,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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):

8000 Block Of South State Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to issue the necessary permits, free of charge, notwithstanding other ordinances to the contrary, to the 8000 block of South State Street, for the installation of residential postlights in front of their homes in the 8000 block of South State Street (east side only).

8000 Block Of South Wabash Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to issue the necessary permits, free of charge, notwithstanding other ordinances to the contrary, to the 8000 South Wabash Avenue Block Club, for the installation of residential postlights in front of their homes in the 8000 block of South Wabash Avenue (both sides).

600 Block Of East 89th Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to issue the necessary permits, free of charge, notwithstanding other ordinances to the contrary, to the 600 block of East 89th Street Block Club, for the installation of residential postlights in front of their homes in the 600 block of East 89th Street (both sides).

*8900 Block Of South Phillips Avenue And 2406, 2410
And 2414 East 89th Street.*

Ordered, That the Commissioner of Buildings is hereby authorized and directed to issue permits, free of charge, notwithstanding other ordinances to the 8900 South Phillips Block Club, for the installation of residential postlights in front of their homes in the 8900 block of South Phillips Avenue, both sides:

8905 South Phillips Avenue	8900 South Phillips Avenue
8909 South Phillips Avenue	8904 South Phillips Avenue
8911 South Phillips Avenue	8906 South Phillips Avenue
8915 South Phillips Avenue	8910 South Phillips Avenue
8919 South Phillips Avenue	8912 South Phillips Avenue
8921 South Phillips Avenue	8916 South Phillips Avenue
8925 South Phillips Avenue	8918 South Phillips Avenue
8929 South Phillips Avenue	8922 South Phillips Avenue
8933 South Phillips Avenue	8924 South Phillips Avenue
8937 South Phillips Avenue	8928 South Phillips Avenue
8939 South Phillips Avenue	8930 South Phillips Avenue
8945 South Phillips Avenue	8934 South Phillips Avenue
8947 South Phillips Avenue	8936 South Phillips Avenue
8949 South Phillips Avenue	8940 South Phillips Avenue
8951 South Phillips Avenue	8944 South Phillips Avenue

8955 South Phillips Avenue

8948 South Phillips Avenue

8959 South Phillips Avenue

8952 South Phillips Avenue

8954 South Phillips Avenue

8958 South Phillips Avenue

2406 East 89th Street;

2410 East 89th Street; and

2414 East 89th Street.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL
POLICE EMPLOYED BY ART INSTITUTE
OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration one (1) ordinance submitted by Alderman Mazola (1st Ward) authorizing the reduction in license fees for the employment of twenty-five (25) special police by the Art Institute of Chicago for the year 1993, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

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 Chapter 173, Section 6 of the Municipal Code of the City of Chicago, the following public benefit institution will employ twenty-five (25) additional security staff and shall pay a fee of \$10.00 per license for the year of 1993:

Art Institute of Chicago
111 South Michigan Avenue
Chicago, Illinois 60603-6110.

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, August 4, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 36372 through
36381 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department 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 36382
through 36384 of this Journal.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/04/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ABELSON	POLICE OFFICER	FOURTH DISTRICT	3/07/93	1344.00
ACOFF	POLICE OFFICER	FOURTH DISTRICT	7/21/92	45.00
ADAMS	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	11/15/92	3250.00
AMELIO	POLICE OFFICER	TWENTIETH DISTRICT	3/14/93	105.00
ANDERSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/02/93	504.40
ANDREWS	POLICE OFFICER	RECRUIT TRAINING	10/05/90	3115.00
BAIO	POLICE OFFICER	ELEVENTH DISTRICT	3/04/92	40.00
BAIOCCHI	POLICE OFFICER	EIGHTEENTH DISTRICT	1/09/93	164.50
BARNES	POLICE OFFICER	UNKNOWN	6/12/92	375.00
BARRON	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	2/02/93	255.00
BATES JR	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/07/92	36.00
BECKOM	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	3/08/91	1021.39
BERNERO	POLICE OFFICER	TWENTIETH DISTRICT	3/05/93	975.00
BERNICHIO	POLICE OFFICER	SEVENTH DISTRICT	11/30/92	64.80
BEVAN	POLICE OFFICER	FIRST DISTRICT	3/25/87	45.00
BRACEY	POLICE OFFICER	SIXTH DISTRICT	12/22/92	17.00
BRAZIL	POLICE OFFICER	SIXTH DISTRICT	10/05/91	332.21
BRAZIL	POLICE OFFICER	SIXTH DISTRICT	5/23/92	234.00
BRENNAN	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	3/04/93	333.00
BRENNER	POLICE OFFICER	SEVENTEENTH DISTRICT	3/02/93	5749.63
BRICE	POLICE OFFICER	PARKING ENFORCEMENT UNIT	1/31/93	34.25
BRYANT	POLICE OFFICER	THIRD DISTRICT	12/27/92	1653.54
BULAVA	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	7/14/92	146.00
BURKE	POLICE OFFICER	TWELFTH DISTRICT	2/10/93	33.00
CALDWELL	POLICE OFFICER	UNKNOWN	1/03/92	24439.10
CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	3/26/93	4539.00
CAMPIONE	POLICE OFFICER	YOUTH DIVISION AREA THREE	3/29/92	420.00
CAPERS	POLICE OFFICER	FOURTH DISTRICT	3/04/93	120.00
CARDELLA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/24/93	10.00
CARROLL	POLICE OFFICER	SIXTH DISTRICT	1/28/93	372.00
CASTANEDA	POLICE OFFICER	NINETEENTH DISTRICT	9/14/92	122.00
CELANO	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	1/28/93	50.00
CERVENKA	POLICE OFFICER	EIGHTH DISTRICT	3/25/93	190.00
CHIGAROS	POLICE OFFICER	FIFTH DISTRICT	1/29/90	498.00
CIECHON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/07/93	255.00
CORTES	POLICE OFFICER	THIRTEENTH DISTRICT	6/25/92	40.00
COSENTINO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/23/90	284.00
CRAIG	POLICE OFFICER	TWENTIETH DISTRICT	6/03/92	133.00
CROSBY JR.	POLICE OFFICER	SIXTH DISTRICT	7/02/92	30.00
CRUZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/09/92	369.00
CUNZALO	POLICE OFFICER	OHARE LAW ENFORCEMENT	5/10/92	115.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	6/23/84	372.00
DAWSON	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	1/07/93	30.00
DAY	POLICE OFFICER	FOURTH DISTRICT	7/01/92	49081.80
DEAL	POLICE OFFICER	SECOND DISTRICT	5/25/92	261.00
DEMITRO	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	2/23/93	93.00
DINKEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/28/92	405.00
DIXON	POLICE OFFICER	FOURTH DISTRICT	3/23/93	1362.00
DOLL	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/03/91	5177.20

8/4/93

REPORTS OF COMMITTEES

36373

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/04/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/88	266.36
DRIVER	POLICE OFFICER	SECOND DISTRICT	1/25/93	372.00
EIGENBAUER	POLICE OFFICER	FOURTEENTH DISTRICT	3/06/93	19.00
EPHRAIM	POLICE OFFICER	NINTH DISTRICT	7/11/92	15.00
FITZGERALD	POLICE OFFICER	SEVENTEENTH DISTRICT	3/19/93	786.00
FOGARTY	POLICE OFFICER	ELEVENTH DISTRICT	3/19/91	75.00
FOLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	3/23/93	1574.00
FORGUE	POLICE OFFICER	FOURTH DISTRICT	3/11/93	484.08
FOSTER	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/22/92	17.00
FRANZEN	POLICE OFFICER	DETECTIVE DIV AREA 2 ADMINISTR	6/01/90	6174.02
FREEMAN	POLICE OFFICER	UNKNOWN	3/10/92	3339.40
FUDA	POLICE OFFICER	SEVENTH DISTRICT	1/02/93	90.00
FUNDAREK	POLICE OFFICER	NINTH DISTRICT	3/25/93	233.00
GALLAGHER	POLICE OFFICER	FIFTH DISTRICT	4/29/93	461.00
GARTH	POLICE OFFICER	THIRD DISTRICT	7/20/91	203.50
GAVIN	POLICE OFFICER	TWELFTH DISTRICT	9/23/92	177.06
GILLIAM	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/14/92	108.00
GILLOTT	POLICE OFFICER	TWELFTH DISTRICT	1/26/92	659.50
GILLOTT	POLICE OFFICER	FINANCE DIVISION	3/27/93	732.50
GIUDICE	POLICE OFFICER	TENTH DISTRICT	12/23/92	116.50
GLEASON	POLICE OFFICER	TWENTIETH DISTRICT	8/16/92	85.00
GLEASON	POLICE OFFICER	TWENTIETH DISTRICT	3/16/93	355.00
GONZALES	POLICE OFFICER	FOURTH DISTRICT	3/10/93	32.00
GORDON-GOLDON	POLICE OFFICER	UNKNOWN	6/17/92	125.00
GOSA	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	2/11/93	90.00
GRANTHAM	POLICE OFFICER	NINETEENTH DISTRICT	2/25/93	250.00
GRAYZECK	POLICE OFFICER	SIXTEENTH DISTRICT	3/07/93	273.25
GREEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/92	158.00
GROSS	POLICE OFFICER	SIXTH DISTRICT	2/25/93	423.00
GRUBER	POLICE OFFICER	THIRD DISTRICT	3/19/93	1544.45
GUFFRA	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	1057.50
GUTIERREZ	POLICE OFFICER	- MOUNTED UNIT	4/17/92	207.00
HALPERN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/24/93	10.00
HAMPTON	POLICE OFFICER	FIFTEENTH DISTRICT	12/11/92	43.00
HARNEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/25/92	993.00
HATTENBERGER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/01/92	270.00
HEALY	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/15/92	1200.00
HEIMANN	POLICE OFFICER	SIXTH DISTRICT	12/18/92	85.00
HENRY	POLICE OFFICER	SEVENTH DISTRICT	10/18/90	1752.33
HENRY-PHELPS	POLICE OFFICER	EIGHTH DISTRICT	2/15/93	156.00
HONESTY	POLICE OFFICER	FIFTEENTH DISTRICT	11/01/92	560.00
HUDSON	POLICE OFFICER	THIRD DISTRICT	12/21/92	70.00
HUNDRIESER	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/13/93	205.00
INSALATO	POLICE OFFICER	SIXTEENTH DISTRICT	12/09/92	23.00
JACKSON	POLICE OFFICER	NINTH DISTRICT	1/18/93	351.00
JACKSON	POLICE OFFICER	THIRD DISTRICT	10/20/92	1493.90
JAMES	POLICE OFFICER	RECRUIT TRAINING	1/24/86	1968.00
JAMES	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/17/93	40.00
JAMES	POLICE OFFICER	SECOND DISTRICT	7/20/92	16.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/04/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DONALD JANIAK	POLICE OFFICER	FOURTH DISTRICT	2/04/93	261.80
CASPER K JOHNSON	POLICE OFFICER	TWELFTH DISTRICT	1/22/92	1292.00
MARIANNE C JOHNSON	POLICE OFFICER	SIXTH DISTRICT	10/14/92	6067.70
JON W KAEHN	POLICE OFFICER	UNKNOWN	9/13/72	344.00
LAWRENCE J KANDL	POLICE OFFICER	TWENTIETH DISTRICT	5/13/89	130.00
DAVID KANIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/25/93	3856.00
ROY KAWASAKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/30/92	385.00
KRISTIN J KEANE	POLICE OFFICER	SEVENTH DISTRICT	4/16/93	3056.50
MICHAEL KENNY	POLICE OFFICER	EIGHTEENTH DISTRICT	5/13/92	84.25
EDWARD P KING	POLICE OFFICER	EIGHTEENTH DISTRICT	1/09/93	41.00
DALE KLASEN	POLICE OFFICER	SEVENTH DISTRICT	3/20/93	175.00
RICHARD M KLEPPETSCH	POLICE OFFICER	UNKNOWN	10/15/92	3241.00
WILLIAM E KNICKERHM	POLICE OFFICER	UNKNOWN	12/22/92	156.00
JERRY KOCH	POLICE OFFICER	EIGHTH DISTRICT	10/05/92	98.00
GERALD KOFRON	POLICE OFFICER	NINETEENTH DISTRICT	3/01/93	357.25
KOPSKY KORZENIEWSKI	POLICE OFFICER	SEVENTH DISTRICT	2/21/93	193.70
KOSALA KOSTECKI	POLICE OFFICER	EIGHTH DISTRICT	2/10/93	1999.00
KOSTRO KROCKA	POLICE OFFICER	TWELFTH DISTRICT	10/02/92	75.00
KROCKA LAHORI-MARTINEZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/08/92	317.00
LAHORI-MARTINEZ	POLICE OFFICER	TWENTIETH DISTRICT	3/18/93	333.00
LEAL LEE	POLICE OFFICER	NINETEENTH DISTRICT	3/15/93	9115.19
LEEDORO LEODORO	POLICE OFFICER	EIGHTH DISTRICT	11/29/92	400.00
LEWIS LEWIS	POLICE OFFICER	SIXTEENTH DISTRICT	3/02/93	206.35
LINDSEY LINDSEY	POLICE OFFICER	FIRST DISTRICT	3/14/93	338.50
LOHMAN LOTT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/24/93	381.00
LOWE LOWE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/30/93	198.00
LUCID LYNCH	POLICE OFFICER	FIFTEENTH DISTRICT	3/22/93	226.50
LYMPERIS LYNCH	POLICE OFFICER	UNKNOWN	3/08/93	245.00
LYNN LYNN	POLICE OFFICER	UNKNOWN	12/19/92	2164.00
MAHON MAHONEY	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	7/08/91	420.17
MAIDA MAJESKE	POLICE OFFICER	YOUTH DIVISION AREA TWO	2/02/92	405.00
MAPPA MARSHALL	POLICE OFFICER	SIXTH DISTRICT	3/06/93	200.16
MARTIN MARTIN	POLICE OFFICER	EIGHTEENTH DISTRICT	3/11/93	330.75
MASON MAZEIKA	POLICE OFFICER	SIXTH DISTRICT	3/28/93	254.25
MAZZOLA MAZZOLA	POLICE OFFICER	EIGHTEENTH DISTRICT	3/09/93	772.00
	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/03/93	70.00
	POLICE OFFICER	FIFTEENTH DISTRICT	2/26/93	300.00
	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/08/91	90.00
	POLICE OFFICER	EIGHTH DISTRICT	3/04/93	1255.00
	POLICE OFFICER	DETECTIVE DIVISION MISCELLANEO	12/22/92	24.00
	POLICE OFFICER	SEVENTH DISTRICT	10/28/92	2397.00
	POLICE OFFICER	NINTH DISTRICT	7/22/92	135.00
	POLICE OFFICER	TRAINING DIVISION	11/29/92	230.00
	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/29/93	492.80
	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/93	145.00
	POLICE OFFICER	THIRD DISTRICT	10/24/92	200.25
	POLICE OFFICER	RECRUIT TRAINING	3/23/93	179.25
	POLICE OFFICER	THIRD DISTRICT	7/18/92	84.25
	POLICE OFFICER	TWENTIETH DISTRICT	8/03/92	120.00
	POLICE OFFICER	MARINE UNIT		

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/04/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
MCCARTHY H A	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/20/92	4449.00
MCCOLLOM JAMES T	POLICE OFFICER	ELEVENTH DISTRICT	3/04/93	1383.20
MCCORMICK DONALD E	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/04/93	457.45
MCGREW ALLEN J	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/04/91	45.00
MCINERNEY MICHAEL J	POLICE OFFICER	FOURTEENTH DISTRICT	8/30/91	95.00
MCKEE JAMES L	POLICE OFFICER	TWELFTH DISTRICT	4/04/92	45.00
MCKNIGHT JOHN R	POLICE OFFICER	EIGHTEENTH DISTRICT	4/09/92	7130.00
MCNICHOLAS THOMAS P	POLICE OFFICER	SIXTH DISTRICT	3/24/93	328.00
MEADOWS CHARLES	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/06/93	3870.50
MENDOZA MARLA T	POLICE OFFICER	EIGHTEENTH DISTRICT	12/11/92	368.65
MERRILL VOLANDA M	POLICE OFFICER	SIXTH DISTRICT	3/02/93	262.75
MERTENS VAL M	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/29/92	2182.00
MIKUS VIRGIL	POLICE OFFICER	BOMB AND ARSON SECTION	10/13/92	5324.50
MILIO JOHN	POLICE OFFICER	ELEVENTH DISTRICT	3/20/93	52.00
MILLER EARL L	POLICE OFFICER	SEVENTH DISTRICT	8/04/89	4154.00
MILLER KIMBERLY	POLICE OFFICER	TENTH DISTRICT	1/15/93	186.00
MILLER STEVEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/28/93	410.00
MILLER LARRY	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/02/93	496.50
MILZ JOY A	POLICE OFFICER	FOURTEENTH DISTRICT	3/02/93	377.00
MONTECINOS RONALD P	POLICE OFFICER	SIXTEENTH DISTRICT	1/20/93	41.00
MONTEDRE M. L.	POLICE OFFICER	FIFTEENTH DISTRICT	3/27/93	302.50
MORENO FRED	POLICE OFFICER	THIRTEENTH DISTRICT	2/11/93	196.00
MORIARITY JAMES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/12/91	60.00
MUEHLFELDER WILLIAM S	POLICE OFFICER	SEVENTEENTH DISTRICT	3/02/93	1284.00
MULKERIN JOHN T	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92	1625.00
MULLER DALE T	POLICE OFFICER	SIXTEENTH DISTRICT	3/11/93	242.00
MUNOZ LUIS	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	9/07/92	207.00
MURPHY PATRICK D	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86	92.00
MURRAY CECIL A	POLICE OFFICER	THIRTEENTH DISTRICT	6/04/92	90.00
MURRAY CECIL A	POLICE OFFICER	THIRTEENTH DISTRICT	8/15/92	95.00
NALLY RONALD	POLICE OFFICER	TWENTIETH DISTRICT	10/25/92	1741.30
NASH THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/02/92	2591.50
NEGRON IRWIN	POLICE OFFICER	FOURTEENTH DISTRICT	3/27/93	54.50
NELIGAN DAVID M	POLICE OFFICER	FIRST DISTRICT	1/23/91	36.00
NELLI PATRICIA	POLICE OFFICER	SIXTEENTH DISTRICT	6/01/92	213.00
NELSON LAURENCE J	POLICE OFFICER	SEVENTEENTH DISTRICT	5/12/91	38.51
NEUMANN JOHN A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/28/92	15968.46
NIKLEWICZ MITCHELL	POLICE OFFICER	EIGHTEENTH DISTRICT	5/25/92	1344.00
NOWAK PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	6.00
OCONNOR DANIEL P	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/03/92	275.25
OLSON ROBERT G	POLICE OFFICER	UNKNOWN	5/20/92	181.00
OMACHI RODNEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/23/93	631.25
ORTIZ JORGE L	POLICE OFFICER	TWELFTH DISTRICT	1/23/93	1419.00
ORYAN JOHN	POLICE OFFICER	TENTH DISTRICT	10/28/92	84.25
PAKULA KENNETH	POLICE OFFICER	NINTH DISTRICT	3/28/93	500.10
PAPASTRATKOS FRANK	POLICE OFFICER	UNKNOWN	3/11/92	65.00
PARKER JOE	POLICE OFFICER	SECOND DISTRICT	3/20/93	424.00
PARKS ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/21/93	402.83
PARRAM RONALD	POLICE OFFICER	FOURTH DISTRICT	3/23/93	592.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/04/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
LORI A	POLICE OFFICER	TWENTIETH DISTRICT	3/03/93	2763.95
CHARLES A	POLICE OFFICER	SEVENTEENTH DISTRICT	3/06/93	448.00
DAVID	POLICE OFFICER	DETECTIVE DIV AREA 5 VIDLENT C	10/31/92	8067.56
PAUL	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/13/93	619.30
PET	POLICE OFFICER	SIXTEENTH DISTRICT	3/30/93	388.00
PETRENRO	POLICE OFFICER	SEVENTH DISTRICT	1/15/92	1901.00
PIKULA	POLICE OFFICER	SEVENTH DISTRICT	3/12/93	287.50
PIKULA	POLICE OFFICER	SEVENTH DISTRICT	2/13/93	124.00
PILLOWS-DURALL	POLICE OFFICER	SEVENTH DISTRICT	3/21/93	460.00
PINKIEWICZ	POLICE OFFICER	SIXTEENTH DISTRICT	3/24/93	166.50
PLAZA	POLICE OFFICER	SIXTEENTH DISTRICT	12/19/92	814.00
PONTI	POLICE OFFICER	FOURTEENTH DISTRICT	3/04/93	240.00
PROKOSKI	POLICE OFFICER	NINETEENTH DISTRICT	1/06/93	75.00
PRZEPIORA	POLICE OFFICER	TENTH DISTRICT	2/14/92	134.00
READUS	POLICE OFFICER	THIRD DISTRICT	11/20/92	23.00
RENDON-WIKTOREK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/26/93	518.00
RICHARDS	POLICE OFFICER	FOURTH DISTRICT	3/03/93	304.75
RIDGNER	POLICE OFFICER	SIXTH DISTRICT	11/16/92	90.00
ROCK	POLICE OFFICER	FIRST DISTRICT	3/17/93	357.00
RODRIGUEZ	POLICE OFFICER	TWELFTH DISTRICT	12/25/92	324.50
ROMAN	POLICE OFFICER	TENTH DISTRICT	2/16/93	987.00
ROYSTER	POLICE OFFICER	NARCOTICS SECTION	3/26/93	599.10
RUHL	POLICE OFFICER	EIGHTH DISTRICT	2/12/93	169.34
RUHNKE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/11/93	585.00
RUIZ	POLICE OFFICER	SIXTEENTH DISTRICT	6/14/92	10.00
RUMOWSKI	POLICE OFFICER	PARKING ENFORCEMENT UNIT	12/01/92	1301.50
RYAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/16/93	304.00
SAMUELS	POLICE OFFICER	RECRUIT TRAINING	9/04/91	285.00
SANCHEZ	POLICE OFFICER	FOURTEENTH DISTRICT	2/26/93	55.00
SARAFIN	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/27/93	5474.40
SASSO	POLICE OFFICER	EIGHTEENTH DISTRICT	2/15/92	2140.00
SCHAFFER	POLICE OFFICER	MOUNTED UNIT	3/13/93	291.25
SCHODTLER	POLICE OFFICER	TWENTIETH DISTRICT	3/05/93	353.00
SCHULTZ	POLICE OFFICER	EIGHTH DISTRICT	3/13/93	311.00
SCHULZ	POLICE OFFICER	THIRTEENTH DISTRICT	5/08/91	700.00
SEMLER	POLICE OFFICER	FIFTEENTH DISTRICT	3/27/93	1251.75
SERAFINI	POLICE OFFICER	NINETEENTH DISTRICT	10/31/92	90.00
SERB	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/24/92	202.48
SEUFERT	POLICE OFFICER	EIGHTH DISTRICT	3/08/93	672.00
SEYTON	POLICE OFFICER	FOURTH DISTRICT	7/19/92	2007.00
SHIER	POLICE OFFICER	SEVENTEENTH DISTRICT	9/15/92	40.00
SIEDLECKI	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/19/93	2303.95
SKORODYNSKI	POLICE OFFICER	ELEVENTH DISTRICT	1/02/93	50.00
SLAUGHTER JR	POLICE OFFICER	SIXTH DISTRICT	4/30/92	75.00
SPANN	POLICE OFFICER	FIFTH DISTRICT	3/11/93	196.09
SPEARS	POLICE OFFICER	SECOND DISTRICT	10/23/92	257.00
SPEARS-NERE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/19/92	123.00
STANCZYK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/28/93	177.00
STARK	POLICE OFFICER	FIFTH DISTRICT		
STEVENSON	POLICE OFFICER	OHARE LAW ENFORCEMENT		
DAVID J	POLICE OFFICER			

8/4/93

REPORTS OF COMMITTEES

36377

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/04/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
STONE	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/26/88	105.00
STUART	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/14/93	444.00
SWEENEY	POLICE OFFICER	FOURTH DISTRICT	10/01/92	55.00
SWEENEY	POLICE OFFICER	FOURTH DISTRICT	3/15/93	360.28
TAGLIOLI	POLICE OFFICER	NINTH DISTRICT	2/01/93	637.30
TAYLOR	POLICE OFFICER	SIXTEENTH DISTRICT	2/22/93	1275.00
TERRAZAS	POLICE OFFICER	FIFTH DISTRICT	12/11/92	363.00
THELEN	POLICE OFFICER	EIGHTH DISTRICT	3/07/93	145.00
THIBAUT-BLACK	POLICE OFFICER	SEVENTH DISTRICT	3/12/93	693.00
TUDRON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/11/85	385.00
TURNER	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/06/93	1363.00
UPPLING	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	7/01/73	180.00
UTTERBACK	POLICE OFFICER	MARINE UNIT	10/03/92	40.00
UTZ	POLICE OFFICER	ENFORCEMENT SECTION	5/14/92	132.00
VALLEYFIELD	POLICE OFFICER	SEVENTH DISTRICT	3/06/93	371.00
VELGARA	POLICE OFFICER	SEVENTEENTH DISTRICT	7/10/92	93.00
VINSON	POLICE OFFICER	FIFTH DISTRICT	9/16/91	105.00
WALDERA	POLICE OFFICER	THIRTEENTH DISTRICT	1/03/92	75.00
WALICZEK	POLICE OFFICER	TENTH DISTRICT	4/08/92	829.00
WALLACE JR	POLICE OFFICER	UNKNOWN	11/25/92	10.00
WARD	POLICE OFFICER	TWELFTH DISTRICT	4/15/93	746.95
WEAVER	POLICE OFFICER	FIRST DISTRICT	11/14/92	401.00
WENDLANDT	POLICE OFFICER	RECRUIT TRAINING	11/27/92	520.00
WIKSTEN	POLICE OFFICER	SIXTH DISTRICT	1/21/86	145.00
WILLIAMS	POLICE OFFICER	SIXTH DISTRICT	2/05/93	531.50
WILLIAMS	POLICE OFFICER	FIFTEENTH DISTRICT	5/15/92	520.00
WILLIAMS	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/07/92	25.00
WIMBERLY	POLICE OFFICER	RECRUIT TRAINING	12/13/90	4513.25
WITHERS	POLICE OFFICER	THIRD DISTRICT	1/03/93	45.00
WOLVERTON	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/19/92	35.00
WOMACK	POLICE OFFICER	SIXTH DISTRICT	2/10/93	4780.55
WRIGHT	POLICE OFFICER	UNKNOWN	9/30/92	53.00
ZBIERALSKI	FIREFIGHTER	FIRST DISTRICT	10/04/92	170.00
ZIMA	POLICE OFFICER	OHARE LAW ENFORCEMENT	2/17/93	1161.90
ANDERSON	DISTRICT COMMANDER	SUPPORT SERVICES DEPUTY'S OFFI	7/20/89	42.00
ARROYO	PARAMEDIC	UNKNOWN	5/05/92	1310.00
BAUKNECHT	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	3/12/93	486.10
BEAUREGARD	LIEUTENANT	EMS DISTRICT 3 HEADQUARTERS & R	3/12/93	239.00
BEDFORD	FIREFIGHTER	DISTRICT RELIEF 5	6/29/92	15903.01
BIONDO	FIREFIGHTER	ENGINE COMPANY 115	8/30/92	345.00
BIVER-ESTRADA	PARAMEDIC	TRUCK 30	3/30/93	970.42
BOJAN	LIEUTENANT	EMS DISTRICT 2 HEADQUARTERS &	3/28/93	346.50
BORK	ENGINEER	TRUCK 8	3/22/93	304.00
BRADY	FIREFIGHTER	SQUAD 3	12/28/92	50.00
BREAUX	PARAMEDIC	TRUCK 22	12/01/90	80.00
BREAUX	PARAMEDIC	AMBULANCE 47	3/27/93	181.00
BURGER	FIREFIGHTER	AMBULANCE 47	4/05/93	328.00
BURNS	POLICE OFFICER	UNKNOWN	2/11/93	740.00
		UNKNOWN	2/24/93	668.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 8/04/93
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
BYRNE	PARAMEDIC	AMBULANCE 27	3/14/93	398.50
CARSON	FIREFIGHTER	TRUCK 42	4/09/93	383.55
CHAMBERS	PARAMEDIC	AMBULANCE 27	12/08/92	75.00
CHEW	FIREFIGHTER	ENGINE COMPANY 5	10/17/92	18.00
COATS	FIREFIGHTER	TRUCK 28	4/02/93	117.59
COFFEY	FIREFIGHTER	TRUCK 50	3/08/93	190.00
COLLINS	FIREFIGHTER	ENGINE COMPANY 126	4/15/92	277.00
COLON	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS	4/01/93	159.50
CONWAY-FLOOD	PARAMEDIC	AMBULANCE 15	4/05/93	357.00
CORBETT	CAPTAIN	SQUAD 5	8/18/88	19100.70
CORTES	FIREFIGHTER	TRUCK 53	3/08/93	264.00
COSTANTINI	PARAMEDIC	TRUCK 52	8/21/91	18932.10
DANIELAK	PARAMEDIC	AMBULANCE 36	4/14/93	105.00
DANZY	LIEUTENANT	ENGINE COMPANY 82	12/29/92	495.00
DAWSON	FIREFIGHTER	SQUAD 3	2/16/93	1970.00
DELANA	PARAMEDIC	AMBULANCE 47	2/05/93	177.00
DENEEN	LIEUTENANT	DISTRICT RELIEF 3	9/11/92	595.00
DIETZ	FIREFIGHTER	ENGINE COMPANY 110	3/30/93	127.00
DILLOW	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	4/01/93	169.70
DMEGAN	LIEUTENANT	ENGINE COMPANY 123	4/05/93	247.00
DWYER	LIEUTENANT	TRUCK 33	12/01/92	50.00
EASTMAN-LEON	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	4/05/93	296.00
ETHELL	FIREFIGHTER	ENGINE COMPANY 50	3/29/93	222.97
FEIGL	LIEUTENANT	ENGINE COMPANY 50	3/29/93	397.00
FEW	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	3/27/93	120.00
FIORITO	FIREFIGHTER	BATTALION 11	4/14/93	360.00
FISCHL	CAPTAIN	TRUCK 40	6/27/90	55.00
FLORES	PARAMEDIC	ENGINE COMPANY 72	4/05/93	112.00
FLOERTSCH	FIREFIGHTER	SQUAD 1	11/25/92	52.27
FRITZ	FIREFIGHTER	ENGINE COMPANY 123	4/05/93	911.87
GARCIA	PARAMEDIC	ENGINE COMPANY 6	3/13/93	422.00
GARDLEY	PARAMEDIC	AMBULANCE 15	12/08/91	845.00
GARR	CAPTAIN	TRUCK 19	2/16/93	220.00
GARSWICK	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	3/19/93	251.00
GILBRIDE	PARAMEDIC	UNKNOWN	3/25/93	3037.00
GILLEN	FIREFIGHTER	TRUCK 17	11/22/92	68.00
GRAND	PARAMEDIC	AMBULANCE 15	2/14/93	360.00
GRUBER	PARAMEDIC	UNKNOWN	8/12/92	820.50
GUZMAN	FIREFIGHTER	SQUAD 2	3/09/93	2525.05
HALLORAN	FIREFIGHTER	TRUCK 29	2/11/92	2107.00
HANNON	FIREFIGHTER	TRUCK 17	4/05/93	318.00
HARTWIG	FIREFIGHTER	ENGINE COMPANY 5	3/17/93	370.40
HARVEY	FIREFIGHTER	ENGINE COMPANY 44	4/23/93	127.00
HEISER	FIREFIGHTER	TRUCK 14	3/01/90	230.00
HELMOLD	PARAMEDIC	AMBULANCE 36	2/09/93	364.00
HENRY	FIREFIGHTER	UNKNOWN	1/15/93	314.00
HERBERG	PARAMEDIC	AMBULANCE 3	3/05/93	157.70
HILL	LIEUTENANT	DISTRICT RELIEF 5	10/06/92	883.80
HOLBUICK	ENGINEER	ENGINE COMPANY 1/42	9/20/93	872.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/04/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HUGHES	FIREFIGHTER	TRUCK 5	3/28/93	634.75
IWAI	FIREFIGHTER	ENGINE COMPANY 73	3/30/93	316.00
JACKSON	PARAMEDIC	UNKNOWN	12/31/92	76.00
JANDZIK	PARAMEDIC	UNKNOWN	3/31/93	408.50
JANTZ	FIREFIGHTER	DISTRICT RELIEF 1	3/22/93	159.50
JOHNSON	CAPTAIN	AMBULANCE 13	4/16/93	444.39
JONES	FIREFIGHTER	ENGINE COMPANY 117	12/06/92	187.00
JULKOWSKI	FIREFIGHTER	ENGINE COMPANY 50	4/13/93	577.30
KELLY	PARAMEDIC	AMBULANCE 18	3/13/93	412.00
KENNETH	FIREFIGHTER	ENGINE COMPANY 122	3/29/93	246.70
KENNEY-PEREZ	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & P	12/31/91	1009.00
KINAHAN	LIEUTENANT	UNKNOWN	11/25/91	568.00
KOCH	PARAMEDIC	UNKNOWN	3/30/92	336.50
KOCHNIARCZYK	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	3/17/93	975.17
KOVALEVYCH	LIEUTENANT	DISTRICT RELIEF 1	2/18/93	9115.50
KOWNACKI	ENGINEER	DISTRICT RELIEF 2	11/27/92	230.00
KRAHN	LIEUTENANT	DISTRICT RELIEF 6	12/23/92	173.00
KUMIEGA-MARSHALL	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	2/29/93	140.40
KURCAB	FIREFIGHTER	TRUCK 4B	10/30/92	259.00
LABONTE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	4/30/93	184.00
LEVIN	PARAMEDIC	UNKNOWN	3/02/92	317.75
LEVIN	PARAMEDIC	UNKNOWN	4/17/93	474.35
LOHR	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	4/11/93	128.50
LOMAX	CHRISTOPHER	ENGINE COMPANY 98	8/13/91	1933.00
LUCHESI	FIREFIGHTER	ENGINE COMPANY 102	10/11/86	727.00
MAHER	FIREFIGHTER	ENGINE COMPANY 63	1/08/93	927.00
MARTINI	LIEUTENANT	ENGINE COMPANY 5	1/17/92	3959.00
MAXWELL	FIREFIGHTER	UNKNOWN	8/20/92	181.75
MAY	PARAMEDIC	AMBULANCE 17	3/03/92	45.00
MCCARDLE	FIREFIGHTER	ENGINE COMPANY 109	11/03/85	1935.00
MCCAULEY	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	5/27/92	443.00
MCCLUNG	LIEUTENANT	ENGINE COMPANY 32	11/25/90	131.67
MCKENZIE	PARAMEDIC	AMBULANCE 34	2/14/93	297.00
MCKINNIS	PARAMEDIC	AMBULANCE 14	12/02/92	154.00
MCLAUGHLIN	LIEUTENANT	TRUCK 13	3/17/93	483.60
MCNAMARA	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	3250.00
MCNAMARA	LIEUTENANT	SQUAD 3	2/19/88	373.00
MCSWEENEY	PARAMEDIC	AMBULANCE 9	1/28/93	317.00
MELLEN	FIREFIGHTER	SQUAD 5	3/09/93	320.00
MICHI	FIREFIGHTER	ENGINE COMPANY 55	12/09/92	64.00
MILLER	CAPTAIN	TRUCK 45	3/16/92	2761.00
MILLER	FIREFIGHTER	SQUAD 4	3/05/93	177.50
MODRE	FIREFIGHTER	BATTALION 16	4/29/91	6472.15
MURPHY	FIREFIGHTER	AMBULANCE 14	9/29/92	972.75
MURRAY	ENGINEER	EMS DISTRICT 2 HEADQUARTERS &	3/18/93	376.00
MUSIL	PARAMEDIC	UNKNOWN	2/13/93	302.00
NELMS	PARAMEDIC	TRUCK 41	10/24/91	1355.00
NITAHARA	PARAMEDIC	TRUCK 15	1/28/93	500.00
OCONNELL	FIREFIGHTER	SQUAD 2	6/12/88	1090.50
ODONNELL	FIREFIGHTER			

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/24/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
O'LEARY	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	12/17/92	503.50
ONEILL	CAPTAIN	TRUCK 40	12/19/92	1868.50
OROZCO	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	3/16/93	1627.50
OWENS	FIREFIGHTER	ENGINE COMPANY 60	3/21/93	847.00
OWSTANIAK	FIREFIGHTER	TRUCK 15	5/31/92	86.00
PANEK-KRAVITZ	PARAMEDIC	UNKNOWN	3/22/92	254.50
PANZEGRAF	PARAMEDIC	UNKNOWN	3/27/92	960.10
PELAK	FIREFIGHTER	EMS DISTRICT 3 HEADQUARTERS & R	1/30/93	775.00
RADDATZ	FIREFIGHTER	ENGINE COMPANY 18	2/15/93	261.00
RAICA	CAPTAIN	UNKNOWN	1/31/93	484.00
REILLY	FIREFIGHTER	TRUCK 8	1/30/90	138.52
RENTAS	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	12/11/92	248.00
RIMAGALE	FIREFIGHTER	UNKNOWN	5/26/92	360.00
ROBINSON	FIREFIGHTER	SQUAD 1	3/29/92	286.00
ROCHE	FIREFIGHTER	TRUCK 2	7/29/92	39.00
RODRIGUEZ	FIREFIGHTER	ENGINE COMPANY 30	3/21/92	111.00
RUANE	FIREFIGHTER	ENGINE COMPANY 60	3/05/92	284.00
SCHWEIG	FIREFIGHTER	SQUAD 2	3/15/93	81.30
SEMERAU	PARAMEDIC	AMBULANCE 41	8/13/92	112.00
SIMS	FIREFIGHTER	ENGINE COMPANY 120	12/07/91	105.00
SOMMER	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	12/25/92	451.00
SPAIN	FIREFIGHTER	TRUCK 59	2/28/91	190.00
STEINER	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	8/30/92	501.30
STRIEDL	FIREFIGHTER	TRUCK 38	2/22/93	1400.00
STRZALKA	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	3/15/93	754.50
SZCZEPANIAK	FIREFIGHTER	ENGINE COMPANY 23	10/08/92	174.00
TERZICH	ENGINEER	UNKNOWN	1/07/91	1101.00
THAMES	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	3/09/93	324.00
THOMPSON	FIREFIGHTER	TRUCK 16	2/07/93	204.00
TOPPINS	FIREFIGHTER	ENGINE COMPANY 65	3/09/93	279.50
TORRES	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	3/28/93	531.80
TRIBBLE	FIREFIGHTER	ENGINE COMPANY 75	3/26/93	935.55
TROTT	FIREFIGHTER	ENGINE COMPANY 11	3/10/93	1260.30
VALKENBURG	FIREFIGHTER	ENGINE COMPANY 65	2/04/91	374.00
VALKENBURG	FIREFIGHTER	TRUCK 52	3/13/92	386.00
VELEZ	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	3/25/93	324.00
WAIBEL	FIREFIGHTER	ENGINE COMPANY 23	9/09/90	60.00
WALLACE	PARAMEDIC	AMBULANCE 42	12/27/92	1584.00
WALLACE	FIREFIGHTER	ENGINE COMPANY 93	2/02/92	50.00
WALTERS	FIREFIGHTER	TRUCK 48	3/22/93	161.10
WALTERS	FIREFIGHTER	SNORKEL SQUAD 3	10/31/92	3354.50
WEYER-HAGGARD	FIREFIGHTER	ENGINE COMPANY 49	4/13/93	282.00
WILSON	FIREFIGHTER	TRUCK 24	7/08/92	2040.00
WILSON	FIREFIGHTER	TRUCK 24	6/18/92	204.00
WILSON	FIREFIGHTER	TRUCK 24	12/01/92	17202.42
WINBUSH JR	CAPTAIN	TRUCK 14	10/28/92	100.00
WOODS	FIREFIGHTER	ENGINE COMPANY 113	9/08/92	408.00
WRATTSCHKO	CAPTAIN	ENGINE COMPANY 16	2/23/92	789.25
ZANGE	PARAMEDIC	AMBULANCE 46	10/23/92	2310.00

8/4/93

REPORTS OF COMMITTEES

36381

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 8/04/93
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
RICHARD L ZAPERO	ENGINEER	DISTRICT RELIEF 3	10/14/92	122.00
ANTHONY ZARCONE	FIREFIGHTER	ENGINE COMPANY 14	3/19/93	298.00

CITY COUNCIL ORDERS
COUNCIL MEETING OF 8/4/93
THIRD PARTY ORDERS

EMPLOYEE NAME	***** RANK *****	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ALBERTI	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/92	202.00
ALLEN-THOMPSON	POLICE OFFICER	TWELFTH DISTRICT	11/05/91	75.00
ARCHER	POLICE OFFICER	SEVENTEENTH DISTRICT	1/25/93	2887.30
ARTIS	POLICE OFFICER	SEVENTH DISTRICT	11/03/92	2200.00
BARTOSIK	POLICE OFFICER	EIGHTH DISTRICT	2/08/93	108.75
BOLGER	POLICE OFFICER	FOURTEENTH DISTRICT	3/20/92	1035.00
BRENNAN	POLICE OFFICER	FIRST DISTRICT	7/28/90	820.00
BURNS	POLICE OFFICER	ELEVENTH DISTRICT	2/16/93	519.00
CALLAGHAN	POLICE OFFICER	NINTH DISTRICT	11/17/92	15.00
CARDUCCI	POLICE OFFICER	SIXTEENTH DISTRICT	2/07/93	1471.50
CARNEY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/29/93	189.00
CAWLEY	POLICE OFFICER	TWENTIETH DISTRICT	4/19/93	1904.72
CHODOR	POLICE OFFICER	NINTH DISTRICT	3/25/93	233.00
CLARK	POLICE OFFICER	TWELFTH DISTRICT	12/17/92	2498.00
CONTANT	POLICE OFFICER	SENIOR CITIZENS SERVICE DIVISI	10/18/79	110.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	119183.75
DUNIGAN	POLICE OFFICER	FIFTH DISTRICT	12/22/92	51.00
FITZGERALD	POLICE OFFICER	TWENTIETH DISTRICT	3/17/93	85.00
FOLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	1/10/93	10.00
GANISON	POLICE OFFICER	SEVENTH DISTRICT	9/24/90	1000.00
GILLARD	POLICE OFFICER	TENTH DISTRICT	3/27/92	118.00
GOMEZ	POLICE OFFICER	NINTH DISTRICT	3/14/93	1566.00
HIGHTOWER	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/20/93	45.00
HUDSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/02/93	225.00
JENKINS	POLICE OFFICER	SIXTH DISTRICT	12/10/91	5734.00
JOHNSON	POLICE OFFICER	THIRD DISTRICT	9/29/92	55.00
JOHNSON	POLICE OFFICER	FIFTEENTH DISTRICT	6/08/92	121.00
JOHNSON	POLICE OFFICER	SEVENTEENTH DISTRICT	3/28/93	86.00
KANDL	POLICE OFFICER	THIRTEENTH DISTRICT	10/17/92	5717.10
KANE	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/12/93	4740.53
KELLY	POLICE OFFICER	EIGHTEENTH DISTRICT	2/07/93	247.53
KENNY	POLICE OFFICER	SEVENTH DISTRICT	3/26/93	2438.25
LAWSON	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/25/93	219.34
LEIPERT	POLICE OFFICER	TENTH DISTRICT	2/28/93	1534.00
LEISER	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/27/91	92.00
LEVANT	POLICE OFFICER	EIGHTH DISTRICT	3/03/93	6679.80
LORENZ	POLICE OFFICER	FOURTEENTH DISTRICT	12/13/92	2210.50
LUNDGREN	POLICE OFFICER	SIXTEENTH DISTRICT	10/12/92	2118.00
MALITO	POLICE OFFICER	FOURTH DISTRICT	7/17/90	264.45
MANN	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/01/92	1065.00
MANNING	POLICE OFFICER	NINETEENTH DISTRICT	3/15/93	977.55
MARCS	POLICE OFFICER	FIFTEENTH DISTRICT	11/30/92	10.00
MARTIN	POLICE OFFICER	EIGHTEENTH DISTRICT	1/04/93	29.00
MASALSKI	POLICE OFFICER	THIRTEENTH DISTRICT	4/07/93	1692.23
MATHEWS	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/10/92	10.00
MCCARTHY	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/27/93	9563.97
MCCURRY	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/03/90	133.00
MCGADY	POLICE OFFICER	TENTH DISTRICT	2/28/93	371.00
MCMURRAY	POLICE OFFICER	SIXTH DISTRICT	3/12/93	313.00
MCNICHOLAS	POLICE OFFICER			

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/04/93

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DENNIS	POLICE OFFICER	SEVENTH DISTRICT	3/29/88	125.00
MESA	POLICE OFFICER	TENTH DISTRICT	8/21/89	35.00
MILAM-KWAK	POLICE OFFICER	EIGHTH DISTRICT	3/23/93	521.50
MURRAY	POLICE OFFICER	THIRTEENTH DISTRICT	9/20/92	95.00
PANICO	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	4/17/91	65.00
PARISI	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	9/15/92	75.00
PATERNO	POLICE OFFICER	RECRUIT TRAINING	9/03/92	413.00
PEARSON	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	3/20/93	265.00
PEOPLES-MILLER	POLICE OFFICER	THIRD DISTRICT	3/14/93	78.00
PEREZ	POLICE OFFICER	TWELFTH DISTRICT	3/28/93	218.50
PERNITSKY	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	3/31/93	1413.50
PORADZISZ	POLICE OFFICER	TENTH DISTRICT	3/05/93	18553.66
PRZYWARA	POLICE OFFICER	EIGHTEENTH DISTRICT	2/07/93	1609.00
RAK	POLICE OFFICER	FIFTEENTH DISTRICT	1/01/93	101.25
RAPACZ	POLICE OFFICER	TENTH DISTRICT	3/28/93	808.60
RAPIER	POLICE OFFICER	THIRD DISTRICT	10/15/92	1582.00
RICHARDSON	POLICE OFFICER	THIRD DISTRICT	3/14/93	2466.50
RIVERA	POLICE OFFICER	FOURTEENTH DISTRICT	3/21/93	2416.80
RIVERS	POLICE OFFICER	THIRD DISTRICT	1/15/93	220.00
ROBINSON	POLICE OFFICER	SEVENTH DISTRICT	3/26/93	2643.00
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/92	1094.73
SCHMIDT	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/12/93	72.00
SCHNEIDER	POLICE OFFICER	SIXTEENTH DISTRICT	2/11/93	2757.00
SIDES	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	11/13/92	1698.00
SIMPSON	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	3/05/92	55.00
SNYDER	POLICE OFFICER	TWELFTH DISTRICT	7/10/92	22885.39
SOWINSKI	POLICE OFFICER	ELEVENTH DISTRICT	6/24/89	240.00
SPAARGAREN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	3/15/93	4307.00
STANLEY	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	3/24/93	528.60
STEIBEN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	2/22/93	686.30
STEVENS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/01/92	119.00
STORY	POLICE OFFICER	SEVENTEENTH DISTRICT	3/11/93	3531.50
SUSNIS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/11/92	125.00
SWAIN	POLICE OFFICER	THIRD DISTRICT	11/11/91	457.00
TAYLOR	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/27/93	589.00
TEDDER	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	9/22/91	2566.75
TOPOLSKI	POLICE OFFICER	FIRST DISTRICT	12/18/92	432.50
TORRES	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/19/93	20.00
TROCHE	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/90	50.00
VLAHOVICH	POLICE OFFICER	FOURTH DISTRICT	2/25/93	209.00
WALCZAK	POLICE OFFICER	INTERSECTION CONTROL UNIT	12/17/91	873.00
WALTEMATH-CHALUPA	POLICE OFFICER	EIGHTH DISTRICT	2/08/93	64.00
WASHINGTON	POLICE OFFICER	FIFTH DISTRICT	10/17/92	137.00
WATSON	POLICE OFFICER	THIRD DISTRICT	4/28/93	2345.78
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	7/04/92	771.00
WILLIAMS	POLICE OFFICER	SIXTH DISTRICT	6/18/92	1465.00
ZUELKE	POLICE OFFICER	ORGANIZED CRIME DIVISION ADMIN	10/01/92	1412.00
GUZICK	ENGINEER	ENGINE COMPANY 49	2/15/91	33647.33
HAMPE	FIREFIGHTER	TRUCK 26	2/23/93	578.33

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/04/93

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HARRIS	FIREFIGHTER	TRUCK 15	1/31/89	795.14
HUDSON	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	1/14/93	5320.25
KILLEEN	FIREFIGHTER	TRUCK 40	12/30/83	880.00
KUKNYD	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	930.00
RENFROE	FIREFIGHTER	ENGINE COMPANY 73	12/30/83	27.00
SMAGACZ	PARAMEDIC	AMBULANCE 41	3/07/93	1234.25

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, August 4, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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:

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

<i>Name And Address</i>	<i>Date And Location</i>	<i>Amount</i>
<i>Janette Abruscato 4532 North Claremont Avenue Apartment 6 Chicago, Illinois 60625</i>	<i>6/6/92 4743 North Maplewood Avenue</i>	<i>\$435.00 215.00**</i>
<i>Anthony B. Cherry 2335 Glendale Terrace Apartment 3 Hanover Park, Illinois 60103</i>	<i>1/12/92 Police Auto Pound</i>	<i>350.00 100.00**</i>
<i>Wesley Fields, Jr. 1337 North Lavergne Avenue Chicago, Illinois 60651</i>	<i>7/6/90 1337 North Lavergne Avenue</i>	<i>273.40**</i>

**** To City of Chicago, Bureau of Parking**

Name And Address	Date And Location	Amount
Anne M. Jalowiec 9 South 080 Stratford Place Westmont, Illinois 60559	10/3/91 South Lafayette Avenue and West 71st Street	\$1,500.00
Michele Lynn Noelck and State Farm Insurance Co. Cl. 13 4458 482NV 1630 West Diehl Road Naperville, Illinois 60563	11/12/91 600 South State Street	300.00
Omega Express 891 North Route 83 Bensenville, Illinois 60106	8/30/91 351 East Dr. Martin Luther King, Jr. Drive	1,450.00 50.00**

Damage To Vehicle.

*Department Of Revenue:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Sally Bush 43 West 112th Street Chicago, Illinois 60628	10/9/91 At Navy Pier	\$500.00

** To City of Chicago, Bureau of Parking

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 92-0-303 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	10/14/92 1355 North Oakley Avenue	\$913.00
The Peoples Gas Light and Coke Co. File 92-0-301 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	10/6/92 2128 North Karlov Avenue	585.00
The Peoples Gas Light and Coke Co. File 92-0-323 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/22/92 2226 South Albany Avenue	225.00
The Peoples Gas Light and Coke Co. File 92-0-254 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/17/92 8740 South Princeton Avenue	200.00
The Peoples Gas Light and Coke Co. File 92-0-284 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/8/92 1906 South Hamlin Avenue	265.00

8/4/93

REPORTS OF COMMITTEES

36389

Name and Address	Date And Location	Amount
The Peoples Gas Light and Coke Co. File 92-0-260 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	7/22/92 4022 North Wolcott Avenue	\$394.00
The Peoples Gas Light and Coke Co. File 92-0-292 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/20/92 3617 South Indiana Avenue	181.00
The Peoples Gas Light and Coke Co. File 92-0-302 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/14/92 344 East 117th Street	657.00
The Peoples Gas Light and Coke Co. File 92-0-297 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/1/92 3134 North Knox Street	705.00

Damage To Property.

*Department Of Water/Bureau Of Water Service:
Account Number 200-87-2015-0952-0952.*

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Co. File 92-0-257 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/20/92 7158 South Marshfield Avenue	\$650.00

Damage To Vehicle.

*Department Of Fire:
Account Number 100-99-2005-0934-0934.*

Name and Address	Date And Location	Amount
Irving Brown, Sr. 9404 South Eggleston Avenue Chicago, Illinois 60620	1/20/92 259 North Columbus Drive	\$686.25 533.75**

Property Damage.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Circle Park Apartments 1111 South Ashland Avenue Chicago, Illinois 60607	10/9/92 1111 South Ashland Avenue	\$765.00
Classic Video 6540 South Pulaski Road Chicago, Illinois 60629	12/3/91 6540 South Pulaski Road	750.00

** To City of Chicago, Bureau of Parking

8/4/93

REPORTS OF COMMITTEES

36391

Name And Address	Date And Location	Amount
Giacomiana D'Aguisto 2308 West Grand Avenue Chicago, Illinois 60612	1/15/92 2308 West Grand Avenue	\$ 39.00
Anne P. Guinta 4015 North Long Avenue Chicago, Illinois 60641	2/14/92 4015 North Long Avenue (Rear)	180.00
Michael E. Kouvelis 5514-A West Lawrence Avenue Chicago, Illinois 60630	3/21/92 5514-A West Lawrence Avenue	305.00
Tom Lee 5834 West Ohio Street Chicago, Illinois 60644	3/4/92 5834 West Ohio Street	950.00
Let's Pet Shop 3404 North Ashland Avenue Chicago, Illinois 60657	3/21/92 3404 North Ashland Avenue	251.00
Link's Family Circle Finer Foods 5155 West Addison Street Chicago, Illinois 60641	3/21/92 5155 West Addison Street	450.00
Carmen Perez 3415 West Palmer Street, Chicago, Illinois 60647	10/22/91 3415 West Palmer Street	300.00
Gary R. Piehl c/o Leona Bodak P.O. Box 48 Union Center, Wisconsin 53962	2/28/92 During towing and at police auto pound	158.97
Cherry Riley 7041 West Addison Street Chicago, Illinois 60634	3/22/92 7041 West Addison Street	205.00
Tasemkin Furniture 4609 South Ashland Avenue Chicago, Illinois 60609	12/3/91 4501 South Pulaski Road	796.00

Vehicle Damage.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Elizabeth Abbott 1702 North Wells Street Apartment 2 Chicago, Illinois 60614	2/24/92 During towing	\$ 429.41
Adam A. Adam Apartment 2 1240 West Rosemont Avenue Chicago, Illinois 60660	2/24/92 During towing	170.00
Dianne M. Ahrens No. 3FF 2315 North Southport Avenue Chicago, Illinois 60614	5/18/92 425 South Wabash Avenue	260.00 20.00**
Chae Hwan Bae Suite 125 1275 West Roosevelt Road West Chicago, Illinois 60185	5/22/92 North State Street and Elm Street	500.00
Trevor Orlando Bennett 906 Reba Place Evanston, Illinois 60202	5/20/92 During towing	195.12
Curtis Bermel Liquid Air Corp. 5230 East Avenue Countryside, Illinois 60525	3/9/92 During towing	120.00

** To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Joseph P. Bova 564 Blue Hill Avenue Milton, Massachussetts 02186	12/25/91 700 West Irving Park Road	\$ 135.00 25.00**
Frederick James Burke, Jr. No. 1R 1006 West 31st Street Chicago, Illinois 60608	5/21/92 During towing	163.73
David William Cannon c/o Lehman Bros. Suite 2600 190 South LaSalle Street Chicago, Illinois 60603	2/24/92 During towing	1,500.00
Steven Carlson Apartment 1 1090 64th Street LaGrange, Illinois 60525	7/28/91 During towing	900.00 50.00**
Elizabeth H. Carrillo 2354 South St. Louis Avenue Chicago, Illinois 60623	3/5/92 2350 South St. Louis Avenue -- Alley	400.00
Ahmed and Pamela Chakroun Apartment 7A 450 West Briar Place Chicago, Illinois 60657	4/22/92 During towing	270.00
Ceclia Chavez 4044 West 26th Street Chicago, Illinois 60623	4/14/91 During towing	25.00 5.00**

** To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Shirri Elaine Lackland 100 West Chestnut Street Chicago, Illinois 60601	4/27/92 During towing	\$ 230.00**
Marzell Gill 17308 Burroak Hazel Crest, Illinois 60429	12/12/92 During towing	400.00**
Compulith Corporation 157 North Morgan Street Chicago, Illinois 60607	2/21/92 During towing	650.00
Susan L. Cook 3742 North Kenmore Avenue Chicago, Illinois 60613	4/12/92 During towing	533.35
Paul Miles Couden 100 East Walton Street No. 32H Chicago, Illinois 60611	6/1/92 During towing	365.00 75.00**
Angel Luis Crespo 3300 West Wabansia Avenue Chicago, Illinois 60647	3/13/91 3300 West Wabansia Avenue	500.00 250.00**
Luis Cruz 3243 West 62nd Street Chicago, Illinois 60629	11/11/91 During towing	150.00
James Cure and Country Companies Insurance Cl. 63-53289 16252 Prince Drive South Holland, Illinois 60473	7/15/91 During towing	555.00 25.00**

** To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Matt Dinerstein 606 West 18th Street Chicago, Illinois 60616	4/15/91 During towing	\$ 280.00 195.00**
Kierstin C. Dolan 15505 Orogrande Oak Forest, Illinois 60452	10/25/91 During towing	575.00
Roxane Jill Drozd 356 East Medill Avenue Northlake, Illinois 60164	4/25/92 Corner of Stone and Scott	550.00
Anthony Joseph Duffy 3144 North Oak Park Avenue Chicago, Illinois 60634	5/20/92 Ontario Street and McClurg Court	350.00
David W. Feuerhelm 2140 Cuyler Avenue Chicago, Illinois 60618	6/22/92 During towing	230.00
Odesster Dorothy Fisher 1246 South Albany Avenue Chicago, Illinois 60623	6/22/92 During towing	450.00
Melvin Flowers 8014 South Jeffery Boulevard Chicago, Illinois 60617	7/13/91 During towing	65.00 20.00**
David Richard Friedman 122 West Delaware Place Apartment 1W Chicago, Illinois 60610	5/16/91 During towing	106.48

** To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Karin M. Frigan 1122 South Ridge Avenue Arlington Heights, Illinois 60005	3/12/92 During towing	\$ 200.00
Robert Gamboa 1314 Marquette Avenue Apartment 704 Minneapolis, Minnesota 55403	2/13/92 During towing	70.00 80.00**
Gerald E. Gaull P.O. Box 33490 Cl. 000000005 San Antonio, Texas 78265	11/25/91 1566 North Damen Avenue	1,490.00
Carl L. Gehrke 109 Hradning Court Glendale Heights, Illinois 60139	5/26/92 During towing	800.00 25.00**
Marla Wendy Golub 12 Green Drive Roslyn, New York 11576	6/22/91 1200 North Lake Shore Drive/Columbia Avenue	525.00 25.00**
Troy E. Grove 260 West Cleveland Freeport, Illinois 61032	4/29/92 During towing	275.00 75.00**
Karen Marcelle Gull 474 North Lake Shore Drive Apartment 2601 Chicago, Illinois 60611	6/08/92 During towing	317.78 100.00**
Hana F. Hammad 11123 South 84th Avenue Apartment 2C Palos Hills, Illinois 60465	10/19/91 During towing	300.00

** To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Rayanne S. Harbeck 5200 Carriageway Apartment 22 Rolling Meadows, Illinois 60008	9/23/91 1508 West Addison Street	\$ 850.00
Harry H. Harrison 3660 North Lake Shore Drive Apartment 610 Chicago, Illinois 60613	2/03/92 During towing	230.00
Heather A. Hawley 1626 North Sedgwick Street Apartment 3 Chicago, Illinois 60614	9/14/91 During towing	195.00 25.00**
Glenn E. Hofer 658 North 11th Street DeKalb, Illinois 60115	7/08/91 2954 West Irving Park Road (alley)	900.00
Ralph Hoffman 926 Plum Valley Drive Crete, Illinois 60417	2/15/92 During towing	300.00
Gerd Johannes Inden 1136 Asbury Avenue Evanston, Illinois 60602	11/19/91 During towing	150.00
Nancy Joan Innocentini 2563 Spruce Street River Grove, Illinois 60171	5/21/92 During towing	450.00 50.00**
Irwins Yacht Works, Inc. One Marine Park Red Bank, New Jersey 07701	11/17/91 During towing	\$1,305.00 25.00**

** To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Carla R. Jackson Apartment 1407 5415 North Sheridan Road Chicago, Illinois 60640	1/28/92 During towing	\$ 466.00 1,034.00**
Marvin Jaye 1410 North State Parkway Chicago, Illinois 60610	4/16/92 During towing	275.00
Johan Kelvin Joseph Apartment 1202 1330 North Dearborn Parkway Chicago, Illinois 60610	6/15/92 During towing	335.00 50.00**
Sydne Jo Kalet-Welch 652 West Melrose Street Chicago, Illinois 60657	2/1/92 During towing	495.00
Steve Katsey Unit 6F 9701 Dee Road Des Plaines, Illinois 60017	2/10/92 During towing	600.00 390.00**
Donald E. Knaus 1 South 785 Ironwood Wheaton, Illinois 60187	6/17/91 While towing from North Clark and West Division Streets	200.00
Jacek Knopczynski Apartment 1903 5030 North Marine Drive Chicago, Illinois 60640	10/18/91 904 West Carmen Avenue	137.00 325.00**
Janice M. Kudrnovsky and State Farm Ins. Co. Cl. 13-4476-867 185 North Randall Road Batavia, Illinois 60510	11/15/91 North Lincoln Avenue and West Addison Street	439.12 100.00**

** To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Anne Lall Apartment 3 6751 North Sheridan Road Chicago, Illinois 60626	12/4/91 During towing	\$1,355.00 145.00**
Dorothy Lamar and Geico Cl. 0031476130101020 4295 E. Ochulgee Boulevard Macon, Georgia 31296	12/3/91 6003 South Throop Street	1,020.00 210.00**
Ross J. Laufter 2358 North Leavitt Street Chicago, Illinois 60647	11/10/91 During towing	371.27
Kathryn Arlene Lekan 1113 South Rose Park Ridge, Illinois 60068	5/16/92 During towing	580.00 20.00**
Anatoly Levin and Allstate Insurance Company Cl. 6960107270 P. O. Box 1027 Skokie, Illinois 60076	7/28/91 During towing	1,127.25 95.00**
William Malcolm Luce HHC 2-16 INF Fort Riley, Kansas 66442	7/25/91 West 35th and South Halsted Street	175.00
Donald Mancini 1724 Southwest 14th Street Fort Lauderdale, Florida 33312	5/31/91 During towing	125.00 175.00**
Newell E. Mcelwee III 201 11403 Oak Kansas City, Missouri 64114	12/6/91 During towing	290.00

**To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Roy G. Mefferd 1757 Linneman Street Glenview, Illinois 60025	11/3/91 6179 North Caldwell Avenue	\$1,500.00
Jovana Melendez 10 7324 West Oakwood Lyons, Illinois 60534	5/21/92 During towing	120.00
Yoshi Miyake-Edison 2042 North Burling Street Chicago, Illinois 60614	1/9/92 During towing	465.00
James Edward Mocariski 1902 Gigi Lane Darien, Illinois 60561	5/18/92 During towing	520.00
Neal Andrew Mortensen 302 Bowser Avenue Chesterton, Indiana 46304	8/30/91 During towing	350.00
Joseph Nelson 3249 North Damen Avenue Chicago, Illinois 60618	8/3/91 During towing	325.00 75.00**
Peter J. Nikolopoulos 14T 1013 Floret Lane Midvale, Utah 84047	11/2/91 During towing	335.00 25.00**
John A. Nowicki 5520 South Melvina Avenue Chicago, Illinois 60638	3/27/92 During towing	240.00

**To City of Chicago, Bureau of Parking

8/4/93

REPORTS OF COMMITTEES

36401

Name And Address	Date And Location	Amount
Todd D. Ogden Apartment 6 3314 Daniel Dallas, Texas 75205	10/20/91 During towing	\$345.00
Thomas Perry and USAA P.O. Box 33490 San Antonio, Texas 78265	2/26/92 300 East Randolph Street Chicago pound	415.00 165.00**
Judith Ann Pier 398 Kildeer Lane Deerfield, Illinois 60015	3/13/92 During towing	490.00
Lori Ellen Piitz c/o Josaphine Dobner 1915 West Lunt Avenue Chicago, Illinois 60626	4/24/92 During towing	150.00
Julius Plump and Liz West c/o Woodard and Associates P.O. Box 550997 Dallas, Texas 75355	9/10/91 South Halsted and West 91st Streets	675.00 25.00**
Dernise Ann Prentiss Apartment 1406 2 East 8th Street Chicago, Illinois 60605	1/22/92 During towing	165.00
Myla Purnell 1541 West Wellington Avenue Chicago, Illinois 60657	11/11/91 During towing	186.00 25.00**

** To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Lovell B. Ramsay 8344 South Elizabeth Street Chicago, Illinois 60620	1/25/92 7340 South Laflin Street	\$400.00
Jose L. Rivera 1511 Victoria RH North Chicago, Illinois 60064	5/6/92 During towing	48.52
Gail I. Roemer 3715 West Greenleaf Skokie, Illinois 60076	5/20/92 During towing	300.00 50.00**
Richard Olan Rohrer 2170 Westmoreland Court Palatine, Illinois 60074	4/6/92 During towing	275.00
Herb Kent Roman 1255 North Sandburg Terrace Chicago, Illinois 60610	10/21/91 During towing	500.00
Steven H. Sadler Apartment 3893 30 East Huron Street Chicago, Illinois 60611	4/6/92 During towing	146.63
Nancy H. Salomon 1340 North Astor Street Chicago, Illinois 60610	2/5/92 During towing	115.00

** To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Darrel Michael Samuel 1321 South California Avenue Chicago, Illinois 60608	4/16/91 145 West Carroll Avenue	\$100.00
Darien L. Schaefer 132 Mall Drive Appletine, Wisconsin 54915	1/31/92 During towing	600.00 90.00**
Keith R. Smedberg 622 Ramona Salt Lake City, Utah 84105	5/14/92 During towing	280.00 20.00**
Chris R. Spriggs 312 West Dickens Avenue Chicago, Illinois 60614	3/17/92 During towing	550.00 50.00**
Scott F. Stern 8722 North Shermer Road Niles, Illinois 60648	3/17/92 During towing	59.43
Emilia Tabar 510 West 30th Street Chicago, Illinois 60616	8/19/91 510 West 30th Street	320.00
Steven Michael Taber 1650 Hemstock Wheaton, Illinois 60187	8/15/91 East 11th Street and South Michigan Avenue	275.80
Shawn Tenhouse 1749 South Wiesbrook Wheaton, Illinois 60187	6/13/91 During towing	575.00 25.00**
Donna Marie Tomzak 7710 Hayenga Lane Darien, Illinois 60559	10/18/91 During towing	350.00

** To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Peggy Wagner and Consolidated Service Corp File 4830 2500 Devon Avenue Elk Grove Village, Illinois 60007	2/11/92 During towing	\$273.00
Andrew Troy Williams 5015 South Morgan Street Chicago, Illinois 60609	12/19/91 During towing	51.00 277.00**
David A. Williams 8211 Pulaski Scherverville, Indiana 46375	10/24/91 During towing	471.33
Robert E. Wozniak No. 2 422 West Dickens Chicago, Illinois 60614	4/7/92 2100 North Sedgewick Street	500.00

Damage To Vehicles.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Adele Mindak and State Farm Insurance Co. Cl. 13-3022-041RV 2633 West Addison Street Chicago, Illinois 60618	7/2/92 3750 North Tripp Avenue	\$1,500.00

** To City of Chicago, Bureau of Parking

Personal Damage.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Lena M. Belluomini 7931 South Kedzie Avenue Chicago, Illinois 60652	4/3/92 West 83rd Street and South Kedzie Avenue	\$370.36

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
Phylliss Faye Ewing 4942 West Kamerling Avenue Chicago, Illinois 60651	2/17/93 4942 West Kamerling Avenue	\$4,345.00
Frank J. Winiarski 847 North Marshfield Avenue Chicago, Illinois 60622	1/26/92 Alley behind 847 North Marshfield Avenue	3,159.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Street Traffic:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Michael Sean Knight 733 North Kings Road No. 1C Los Angeles, California 90069	4/23/92 Police auto pound	\$356.56 170.00**

**AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.**

The Committee on Finance submitted the following report:

CHICAGO, August 4, 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.

** To City of Chicago, Bureau of Parking

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 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 36408 through
36411 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

(Continued on page 36412)

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 8/04/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON POINT CONDO. ASSN.	34	SEMI-ANNUAL 92	1,275.00	WILLIAM JP BANKS	36
ALDINE COURT CONDOMINIUM ASSN	27	SEMI-ANNUAL 92	932.00	BERNARD J. HANSEN	44
AMHURST LOFT CONDO ASSN.	65	SEMI-ANNUAL 92	1,010.99	TERRY M.. GABINSKI	32
ANCHOR LOFTS ASSOCIATION	15	SEMI-ANNUAL 91	562.50	RURTON F. NATARUS	42
BANBURY HILL CONDO ASSOC	43	SEMI-ANNUAL 92	1,373.00	BRIAN G. DOHERTY	41
BARCLAY CONDOMINIUM	83	SEMI-ANNUAL 92	1,716.00	TONI . PRECKWINKLE	04
BARRY AVENUE TOWNHOUSES	12	SEMI-ANNUAL 92	450.00	BERNARD J. HANSEN	44
BELLMORE APARTMENTS SOUTH, INC	18	SEMI-ANNUAL 92	420.00	BERNARD L. STONE	50
BELMONT TERRACE CONDO ASSN.	18	SEMI-ANNUAL 92	675.00	WILLIAM JP BANKS	36
BIRCH TREE MANOR CONDO ASSOC	18	SEMI-ANNUAL 92	675.00	BRIAN G. DOHERTY	41
BREWSTER CONDOMINIUM ASSN.	91	SEMI-ANNUAL 92	2,362.50	BERNARD J. HANSEN	44
CARL SANDBURG VILLAGE CONDO	615	SEMI-ANNUAL 92	12,144.00	RURTON F. NATARUS	42
CASSIEL CONDOMINIUM ASSOC	30	SEMI-ANNUAL 92	1,125.00	BRIAN G. DOHERTY	41
CHASE-ASHLAND CONDOMINIUM ASSN	6	SEMI-ANNUAL 92	225.00	JOE MOORE	49
CHASELAND CONDOMINIUM ASSOC.	27	SEMI-ANNUAL 92	720.00	JOE MOORE	49
CITY COMMONS CONDO ASSOC.	62	SEMI-ANNUAL 92	2,325.00	EDWIN W.. EISENDRATH	43
CLYBOURN LOFTS CONDOMINIUMS	55	SEMI-ANNUAL 92	1,969.50	EDWIN W.. EISENDRATH	43
COLONIAL COURT HOMEOWNERS	13	ANNUAL 91	975.00	JOE MOORE	49
COLUMBIA HOMEOWNERS ASSOC.	6	SEMI-ANNUAL 92	225.00	JOE MOORE	49
COFFERFIELD CONDO.,ASSN.	16	SEMI-ANNUAL 92	600.00	EDWIN W.. EISENDRATH	43
COURTYARD CONDOMINIUM ASSOC.	18	SEMI-ANNUAL 92	450.00	JOHN S. MADRZYK	13
DAMEN PARK CONDOMINIUM CORP.	6	SEMI-ANNUAL 92	225.00	JOE MOORE	49
DARIEN CONDOMINIUM ASSOCIATION	222	SEMI-ANNUAL 92	3,900.00	BERNARD J. HANSEN	44
DIENIFER CONDO ASSN	38	SEMI-ANNUAL 92	1,425.00	MARY ANN SMITH	48
DREXEL AVE & SQUARE CONDOMIN-	13	SEMI-ANNUAL 92	487.50	BERNARD L. STONE	50
EDDYSTONE CONDOMINIUM HOMES,	83	SEMI-ANNUAL 92	3,112.50	BERNARD J. HANSEN	44
EDISON PARK PLACE CONDOMINIUM	24	SEMI-ANNUAL 92	900.00	BRIAN G. DOHERTY	41
EDISON PLACE CONDO ASSOCIATION	27	SEMI-ANNUAL 92	1,012.50	BRIAN G. DOHERTY	41
EDISON VILLA CONDO ASSOC.	9	SEMI-ANNUAL 92	337.50	BRIAN G. DOHERTY	41
EDISON VILLAGE CONDO ASSOC.	8	SEMI-ANNUAL 92	296.47	THOMAS ALLEN	38
ELLIS ESTATES CONDOMINIUM	9	SEMI-ANNUAL 92	337.50	TONI . PRECKWINKLE	04
EMERSON PARK CONDOMINIUM, INC	56	SEMI-ANNUAL 92	1,849.20	BERNARD L. STONE	50
EMERSON PARK CONDOMINIUM, INC	56	SEMI-ANNUAL 91	1,739.85	BERNARD L. STONE	50
FALKNER HOUSE CONDOMINIUM	224	SEMI-ANNUAL 92	2,509.58	RURTON F. NATARUS	42
FIRST KENMORE ASSOCIATES CONDO	6	SEMI-ANNUAL 92	225.00	MARY ANN SMITH	48
FOREST TOWERS II	39	SEMI-ANNUAL 92	1,462.50	BRIAN G. DOHERTY	41
FOUNTAIN-VIEW CONDOMINIUM	18	SEMI-ANNUAL 92	675.00	BRIAN G. DOHERTY	41
FRIENDLY VILLAGE NUMBER TWO	12	SEMI-ANNUAL 92	455.00	BRIAN G. DOHERTY	41
GALEWOOD SOUTH CONDOMINIUM	81	SEMI-ANNUAL 92	450.00	WILLIAM JP BANKS	36
GASLIGHT VILLAGE CONDO ASSN.	256	SEMI-ANNUAL 92	2,460.00	BERNARD J. HANSEN	44
GRANVILLE COURTS CONDO. ASSOC.	29	SEMI-ANNUAL 92	3,493.90	BERNARD L. STONE	50
GREENLEAF CONDOMINIUM ASSN.	108	SEMI-ANNUAL 92	750.00	MARY ANN SMITH	48
HERMITAGE MANOR COOPERATIVE	8	SEMI-ANNUAL 92	4,050.00	DEXTER WATSON	27
HIGGINS MANOR CONDOMINIUM	17	SEMI-ANNUAL 92	268.00	BRIAN G. DOHERTY	41
HOWE COURT CONDOMINIUM ASSN.	17	SEMI-ANNUAL 92	630.00	EDWIN W.. EISENDRATH	43

8/4/93

REPORTS OF COMMITTEES

36409

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 8/04/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	
IUY COURTE CONDOMINIUM ASSOC.	36	SEMI-ANNUAL 92	858.00	BERNARD L. STONE	50
IVY WALL CONDO ASSC.	12	SEMI-ANNUAL 92	450.00	MARY ANN SMITH	48
JEFFERSON MANOR CONDO ASSN.	18	SEMI-ANNUAL 92	675.00	PATRICK J. LEVAR	45
KATHLEEN CONDOMINIUM	9	SEMI-ANNUAL 92	337.50	BRIAN G. DOHERTY	41
KENMORE CONDO. ASSN., INC.	6	SEMI-ANNUAL 92	225.00	JOE MOORE	49
KENNELLEY SQUARE CONDO ASSOC.	268	SEMI-ANNUAL 92	5,700.00	EDWIN W., EISENDRATH	43
KENTON BUILDING CORPORATION	6	SEMI-ANNUAL 92	225.00	JOHN S. MADRZYK	13
KEYSTONE MANOR CONDOMINIUM	18	SEMI-ANNUAL 92	675.00	PATRICK J. LEVAR	45
L'AVNIR CONDOMINIUM ASSOC.	27	SEMI-ANNUAL 92	1,012.50	BRIAN G. DOHERTY	41
LAKE POINT TOWER CONDO. ASSN.	874	SEMI-ANNUAL 92	32,775.00	BURTON F. NATARUS	42
LAKE TERRACE CONDOMINIUM	360	SEMI-ANNUAL 92	4,500.00	JOHN S. MADRZYK	13
LAKESIDE PLACE CONDO ASSOC.	33	SEMI-ANNUAL 92	558.00	BERNARD L. STONE	50
LELAND HOUSE CONDO. ASSN.	10	SEMI-ANNUAL 92	375.00	THOMAS ALLEN	38
LINCOLN PARK TOWER CONDO	348	SEMI-ANNUAL 92	6,600.00	EDWIN W., EISENDRATH	43
LOWELL HOUSE CONDO ASSOC.	801	SEMI-ANNUAL 92	22,938.00	LORRAINE L. DIXON	08
LUNT AVENUE CONDOMINIUM AND	252	SEMI-ANNUAL 92	4,066.26	BURTON F. NATARUS	42
LUNT-LAKE APARTMENT TRUST	88	SEMI-ANNUAL 92	1,425.00	JOE MOORE	49
MALIBU EAST CONDO. ASSOCIATION	498	SEMI-ANNUAL 92	2,748.00	JOE MOORE	49
MARGATE TERRACE CONDO ASSN.	38	SEMI-ANNUAL 92	8,300.10	MARY ANN SMITH	48
NEENAH MANOR CONDO ASSOCIATION	17	SEMI-ANNUAL 92	780.00	MARY ANN SMITH	48
NEVA VISTA CONDOMINIUM	9	SEMI-ANNUAL 92	637.50	WILLIAM JP BANKS	36
NEWFORT CONDOMINIUM ASSN.	728	SEMI-ANNUAL 92	3,600.00	WILLIAM JP BANKS	36
NIAGARA NORTH CONDO ASSOC.	20	SEMI-ANNUAL 92	750.00	TONI . FRECKWINKLE	04
NORTH DAMEN SQUARE CONDO ASSOC	38	SEMI-ANNUAL 92	954.00	BRIAN G. DOHERTY	41
NORTH PARK TOWER COOPERATIVE	135	SEMI-ANNUAL 92	2,505.00	BERNARD L. STONE	50
NORTHWEST TERRACE CONDO ASSOC.	34	SEMI-ANNUAL 92	1,176.00	EDWIN W., EISENDRATH	43
OAKFIELD NORTH CONDO ASSOC.	32	SEMI-ANNUAL 92	1,200.00	BRIAN G. DOHERTY	41
ORCHARD VILLAGE CONDO ASSOC.	11	SEMI-ANNUAL 92	412.50	WILLIAM JP BANKS	36
PARK GABLES APT HOMES INC.	72	SEMI-ANNUAL 92	2,160.00	EDWIN W., EISENDRATH	43
PARK WEST CONDO ASSC.	6	SEMI-ANNUAL 92	225.00	BERNARD L. STONE	50
PARKVIEW CONDOMINIUM ASSN.	18	SEMI-ANNUAL 92	675.00	BRIAN G. DOHERTY	41
PAXTON ARMS CONDO. ASSOC.	19	SEMI-ANNUAL 92	396.00	LAWRENCE S BLOOD	05
FRUITT SHORE CONDO ASSOCIATION	28	SEMI-ANNUAL 92	828.00	LAWRENCE S BLOOD	05
FRUITT CONDOMINIUM ASSOCIATION	8	SEMI-ANNUAL 92	300.00	JOE MOORE	49
KENAISSANCE CONDO.	32	SEMI-ANNUAL 92	1,200.00	TONI . FRECKWINKLE	04
RIDGE ESTATE CONDOMINIUM ASSN.	24	SEMI-ANNUAL 92	900.00	MARY ANN SMITH	48
RIDGEMOOR ESTATES CONDO	44	SEMI-ANNUAL 92	1,425.60	BERNARD L. STONE	50
RIDGEMOOR ESTATES CONDO. ASSN.	44	SEMI-ANNUAL 92	1,330.90	THOMAS ALLEN	38
RIDGEMOOR ESTATES CONDO IV	44	SEMI-ANNUAL 92	1,436.00	THOMAS ALLEN	38
ROSEDALE CONDOMINIUM ASSN.	14	SEMI-ANNUAL 92	402.00	THOMAS ALLEN	38
ROSEMONT APARTMENTS CONDO.	36	SEMI-ANNUAL 92	1,350.00	PATRICK J. LEVAR	45
SAXONY COURT CONDOMINIUM	25	SEMI-ANNUAL 92	756.00	BERNARD L. STONE	50
SHEFFIELD LOFTS CONDO ASSOC.	14	SEMI-ANNUAL 92	462.00	EUGENE C. SCHULTER	47
SHERIDAN BRIAR SO. CONDO. ASSN	15	SEMI-ANNUAL 92	562.50	EDWIN W., EISENDRATH	43
				BERNARD J. HANSEN	44

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--FASSED

MEETING DATE 8/04/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
SHERIDAN POINT CONDOMINIUM	136	SEMI-ANNUAL 92	3,720.00	JOE MOORE	49
SHORE MANOR CONDOMINIUM	89	SEMI-ANNUAL 92	2,340.00	MARY ANN SMITH	48
SOUTH HOMAN CONDO ASSN.	8	SEMI-ANNUAL 92	300.00	JOHN S. MADRZYK	13
SPRINGFIELD COURT CONDO, ASSN.	8	SEMI-ANNUAL 92	270.00	JOHN S. MADRZYK	13
STRATFORD HOUSE-ON-THE-LAKE	40	SEMI-ANNUAL 92	1,460.00	MARY ANN SMITH	01
THE APPLEVILLE OWNERS ASSC.	132	SEMI-ANNUAL 92	3,348.69	THEODORE MAZOLA	42
THE CARLYLE ARTS. HOMEOWNERS	128	SEMI-ANNUAL 92	4,139.82	BURTON F. NATARUS	45
THE PARK CONDOMINIUM ASSOC.	45	SEMI-ANNUAL 92	1,308.00	PATRICK J. LEVAR	48
THE PLAZA ON DEWITT COND ASSC	407	SEMI-ANNUAL 92	8,121.60	MARY ANN SMITH	42
THE TOWERS CONDOMINIUM ASSOC.	206	SEMI-ANNUAL 92	2,160.00	BURTON F. NATARUS	42
THE 100 BELLEVUE PLACE CONDO	171	SEMI-ANNUAL 92	5,530.00	BURTON F. NATARUS	01
THE 1115 SOUTH PLYMOUTH COURT	73	SEMI-ANNUAL 92	1,654.92	THEODORE MAZOLA	01
THE 1143 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL 92	1,755.36	THEODORE MAZOLA	01
THE 1169 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL 92	1,654.92	THEODORE MAZOLA	01
THIRTY EAST ELM CONDO ASSOC.	123	SEMI-ANNUAL 92	1,125.00	BURTON F. NATARUS	42
THORNDALE BEACH SOUTH CONDO	227	SEMI-ANNUAL 92	5,644.00	MARY ANN SMITH	48
TWO EAST OAK CONDO ASSC.	299	SEMI-ANNUAL 92	3,960.00	BURTON F. NATARUS	19
VILLAGE LANE CONDO ASSC.	18	SEMI-ANNUAL 92	675.00	GINGER RUGAI	44
WAVELAND/RACINE CONDO. ASSN.	23	SEMI-ANNUAL 92	756.00	BERNARD J. HANSEN	01
WESTGATE CENTER CONDOMINIUM	35	SEMI-ANNUAL 91	1,194.00	THEODORE MAZOLA	45
WINDER LANE CONDO ASSOCIATION	48	SEMI-ANNUAL 92	1,128.00	PATRICK J. LEVAR	50
WINSTON TOWERS #5 CONDO ASSOC	218	SEMI-ANNUAL 92	4,320.00	BERNARD L. STONE	42
100 EAST HURON ST.	204	SEMI-ANNUAL 92	7,650.00	BURTON F. NATARUS	43
1000 W. DIVERSEY LOFTOMINIUMS	8	SEMI-ANNUAL 92	300.00	EDWIN W.. EISENDRATH	43
1050 WEST WEBSTER ST. CONDO.	6	SEMI-ANNUAL 92	225.00	EDWIN W.. EISENDRATH	43
1134-36 W. FARWELL CONDO ASSOC	6	SEMI-ANNUAL 92	225.00	MARY ANN SMITH	48
1200 CONDOMINIUM ASSOCIATION	55	SEMI-ANNUAL 92	1,350.00	BURTON F. NATARUS	42
1218-20 ALBION CONDOMINIUM	7	SEMI-ANNUAL 92	262.50	JOE MOORE	49
1242 LAKE SHORE DRIVE CORP.	35	SEMI-ANNUAL 92	1,312.50	BURTON F. NATARUS	42
1500 LAKE SHORE DRIVE BUILDING	57	SEMI-ANNUAL 92	2,137.50	EDWIN W.. EISENDRATH	43
155 HARBOR DRIVE CONDO ASSOC	742	SEMI-ANNUAL 92	12,925.00	THEODORE MAZOLA	01
161 CHGO. AVE. CONDO ASSOC.	292	SEMI-ANNUAL 92	5,603.65	BURTON F. NATARUS	42
180 EAST PEARSON HOMEOWNERS	260	SEMI-ANNUAL 92	9,750.00	BURTON F. NATARUS	42
1801 N. ORLEANS CONDOMINIUM	9	SEMI-ANNUAL 92	337.50	EDWIN W.. EISENDRATH	43
201 E. CHESTNUT CONDO ASSOC.	128	SEMI-ANNUAL 92	4,050.00	BURTON F. NATARUS	42
2016 CLEVELAND CONDO ASSOC.	7	SEMI-ANNUAL 92	262.50	EDWIN W.. EISENDRATH	43
2020 LINCOLN PARK WEST CONDO.	433	SEMI-ANNUAL 92	6,055.50	EDWIN W.. EISENDRATH	43
2147 N. HARLEM BLDG. ASSN.	12	SEMI-ANNUAL 92	450.00	WILLIAM JP BANKS	36
232 E. WALTON BLDG. CORP.	20	SEMI-ANNUAL 92	750.00	BURTON F. NATARUS	42
233 EAST WALTON BUILDING CORP.	14	SEMI-ANNUAL 92	525.00	LAWRENCE S BLOOM	05
2333 N. GENEVA TERRACE CONDO	20	SEMI-ANNUAL 92	750.00	EDWIN W.. EISENDRATH	43
2340 LINCOLN PARK WEST CONDO.	7	SEMI-ANNUAL 92	262.50	EDWIN W.. EISENDRATH	43
2500 N. LAKEVIEW ASSOCIATION	158	SEMI-ANNUAL 92	5,925.00	EDWIN W.. EISENDRATH	43
253 EAST DELAWARE CONDO. ASSOC	164	SEMI-ANNUAL 92	4,200.00	MARY ANN SMITH	48
2626 LAKEVIEW CONDO ASSOC	492	SEMI-ANNUAL 92	8,990.00	EDWIN W.. EISENDRATH	43

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 8/04/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	
2650 LAKEVIEW CONDO ASSOC	398	SEMI-ANNUAL 92	9,276.00	EDWIN W.. EISENDRATH	43
30 E. DIVISION CONDO ASSOC.	72	SEMI-ANNUAL 92	2,700.00	BURTON F. NATARUS	42
3100 MARTIN LUTHER KING CONDO	42	SEMI-ANNUAL 92	900.00	MADELINE HAITHCOCK	02
3150 N. ODELL CONDO ASSOC.	9	SEMI-ANNUAL 92	337.50	WILLIAM JP BANKS	36
3180 CONDOMINIUM ASSOCIATION	174	SEMI-ANNUAL 92	2,080.80	BERNARD J. HANSEN	44
345 WEST FULLERTON PARKWAY	217	SEMI-ANNUAL 92	5,482.98	EDWIN W.. EISENDRATH	43
3600 CONDOMINIUM ASSOCIATION	640	SEMI-ANNUAL 92	8,250.00	HELEN SHILLER	46
3741-55 N. PINE GROVE CONDO.	24	SEMI-ANNUAL 92	570.00	HELEN SHILLER	46
3853 NARAGANSETT CONDOMINIUM	8	SEMI-ANNUAL 92	300.00	THOMAS ALLEN	38
400 S. GREEN STREET LOFT	92	SEMI-ANNUAL 92	2,086.06	THEODORE MAZOLA	01
401 WEBSTER CONDO. ASSOC.	36	SEMI-ANNUAL 92	1,350.00	EDWIN W.. EISENDRATH	43
416 WEST GRANT PLACE ELYSIAN	10	SEMI-ANNUAL 92	375.00	EDWIN W.. EISENDRATH	43
424-28 WEST WELLINGTON ASSN.	6	ANNUAL 91	450.00	BERNARD J. HANSEN	44
433 W. WELLINGTON CONDO ASSN.	8	SEMI-ANNUAL 92	300.00	BERNARD J. HANSEN	44
4428-30 N. DOVER CONDO. ASSN.	6	ANNUAL 91	450.00	HELEN SHILLER	46
4900 MARINE DRIVE CONDO. ASSN.	82	SEMI-ANNUAL 92	1,902.00	MARY ANN SMITH	48
5100 MARINE DRIVE CONDOMINIUM	300	SEMI-ANNUAL 92	5,358.78	MARY ANN SMITH	48
5100 N. SHERIDAN ROAD CONDO.	40	SEMI-ANNUAL 92	1,500.00	MARY ANN SMITH	48
5147-5151 N. EAST RIVER ROAD	72	ANNUAL 91	5,400.00	BRIAN G. DOHERTY	41
515 WRIGHTWOOD CONDO ASSOC.	78	SEMI-ANNUAL 92	1,830.30	EDWIN W.. EISENDRATH	43
5223 CONDOMINIUM ASSOCIATION	9	ANNUAL 91	675.00	EDWIN W.. EISENDRATH	41
5237 N. EAST RIVER ROAD CONDO.	9	SEMI-ANNUAL 92	337.50	BRIAN G. DOHERTY	41
535 N. MICHIGAN AVE CONDO ASSO	460	SEMI-ANNUAL 92	14,616.00	BURTON F. NATARUS	42
5445 EDGEWATER PLAZA CONDO.	466	SEMI-ANNUAL 92	8,130.00	MARY ANN SMITH	48
560 ROSCOE BUILDING CONDO.ASSN	6	SEMI-ANNUAL 92	225.00	MARY ANN SMITH	44
5738-40 S. KENWOOD CONDO	6	SEMI-ANNUAL 92	225.00	BERNARD J. HANSEN	05
6121 WEST HIGGINS AVE. CONDO.	16	SEMI-ANNUAL 92	450.00	PATRICK J. LEVAR	45
6247-49 N. GLENWOOD CONDO.ASSN	6	SEMI-ANNUAL 92	225.00	MARY ANN SMITH	48
6500 NORTH RIDGE CONDO. ASSN.	22	SEMI-ANNUAL 92	825.00	MARY ANN SMITH	50
659 W. ALDINE CONDO. ASSN.	9	SEMI-ANNUAL 92	337.50	BERNARD J. HANSEN	44
6830-32 FAXTON CONDOMINIUM	6	SEMI-ANNUAL 92	225.00	LAWRENCE S BLOOM	05
6853-55 N. OLMSTED CONDO., INC	9	SEMI-ANNUAL 92	337.50	BRIAN G. DOHERTY	41
720 GORDON TERRACE CONDO.ASSN.	270	SEMI-ANNUAL 92	5,856.00	HELEN SHILLER	46
73 EAST ELM CONDO ASSOC.	48	SEMI-ANNUAL 92	1,800.00	BURTON F. NATARUS	42
740-42 BITTERSWEET CONDOMINIUM	6	SEMI-ANNUAL 92	225.00	HELEN SHILLER	46
7401 SHERIDAN CONDO ASSOC.	8	SEMI-ANNUAL 92	300.00	JOE MOORE	49
743-55 W. BROMPTON CONDOMINIUM	31	SEMI-ANNUAL 92	540.00	HELEN SHILLER	46
7520 RIDGE BUILDING CORP.	6	SEMI-ANNUAL 92	213.00	BERNARD L. STONE	50
7655-57 N. SHERIDAN ROAD CONDO	6	SEMI-ANNUAL 90	225.00	JOE MOORE	49
777 CONDOMINIUM ASSOCIATION	330	SEMI-ANNUAL 92	4,710.00	BURTON F. NATARUS	42
7901-11 ELLIS CONDOMINIUM	18	SEMI-ANNUAL 92	658.80	LORRAINE L DIXON	08
8216 BELMONT BUILDING	9	SEMI-ANNUAL 92	337.50	THOMAS ALLEN	38
852-854 LAKESIDE CONDOMINIUM	7	SEMI-ANNUAL 92	262.50	MARY ANN SMITH	48
899 S. PLYMOUTH COURT CONDO	250	SEMI-ANNUAL 92	3,536.12	THEODORE MAZOLA	01

***** SPONSOR *****

(Continued from page 36407)

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen rebate sewer claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

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 amounts to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938:

[List of claimants printed on pages 36414
through 36433 of this Journal.]

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, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance/Small Claims Division, to which was referred on October 14, 1992 and on subsequent dates, sundry claims as follows:

Acosta, Fredrick L.
Adams, Mary and Ozebia
Akram, Chaudhry
State Farm Insurance Co. and Catherine Anderson
Aniola, Maria

B & M Auto Sales
Baker, Mildred
Barnes Jr., Arthur
Baron's Shoes of Mt. Greenwood, Inc.
Battles, Rosie L.

(Continued on page 36434)

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABARBANEL, GERTRUDE	14-08-203-001-0000	48 SMITH	50.00
ABEZETIAN, NOYEH	9-36-419-108-1021	41 DOHERTY	50.00
ABRAMCHIK, MICHAEL	10-36-117-015-1011	50 STONE	50.00
ABRAMS, ARLINE	14-08-203-001-0000	48 SMITH	50.00
ACHLER, REEVA	14-21-101-034-1133	46 SHILLER	50.00
ADAMS, ESCAR	20-23-118-017-0000	05 BLOOM	50.00
ADAMS, GWENLEEN	20-14-202-076-1190	04 PRECKWINKLE	50.00
ADAMS, MARGUERITE A.	13-15-412-026-1022	45 LEVAR	50.00
ADELSTEIN, IDA	14-21-101-035-1087	46 SHILLER	50.00
ADLER, LENA	14-08-203-001-0000	48 SMITH	50.00
ADLER, ROBERT	20-12-103-003-0000	04 PRECKWINKLE	50.00
ALDERSON, MATHALIE	20-34-413-024-0000	06 STEELE	50.00
ALEKNO, HELEN E.	17-10-400-012-1921	01 MAZOLA	50.00
ALEXANDER, LEDNA	21-30-114-029-1095	05 BLOOM	50.00
ALFANO, JOSEPH E.	14-21-112-010-0000	46 SHILLER	50.00
ALLEN, DAISY	20-21-426-046-0000	06 STEELE	50.00
ALTBACH, MILTON	17-03-111-009-1030	42 NATARUS	50.00
ALTEMUS, MARION L.	13-16-117-042-1006	45 LEVAR	50.00
AMENT, SIDNEY	10-36-100-011-1092	50 STONE	50.00
ANAGNOST, NICHOLAS	13-12-214-043-0000	40 O'CONNOR	50.00
ANDER, ROSE	10-36-117-015-1067	50 STONE	50.00
ANDERSON, EDITH R.	14-08-203-001-0000	48 SMITH	50.00
ANDERSON, FRANK	20-11-206-058-0000	04 PRECKWINKLE	50.00
ANDERSON, JOHN	14-08-203-001-0000	48 SMITH	50.00
ANDERSON, LINNEA D.	20-14-210-041-1012	05 BLOOM	50.00
ANTONICCI, ANTHONY L.	14-05-403-019-1033	48 SMITH	50.00
APPLEGATE, JAMES	17-10-200-045-1190	42 NATARUS	50.00
ARCARA, YOLANDA	12-11-116-030-1027	41 DOHERTY	50.00
ARCHER, SAMUEL	20-34-413-024-0000	06 STEELE	50.00
ARLIN, ROSE	11-31-301-037-0000	50 STONE	50.00
ARINSON, BLANCHE E.	17-03-227-022-1158	42 NATARUS	50.00
ASKEW, JAMES ROY & ESSIE	20-12-100-003-1572	04 PRECKWINKLE	50.00
ASSINOS, ANGELINE	14-05-315-005-0000	48 SMITH	50.00
ASTRO, SYLVIA	20-12-100-003-1098	04 PRECKWINKLE	50.00
ATKINS, ANNIE	20-24-408-025-0000	05 BLOOM	50.00
BACHRACH, JOSEPH	10-36-117-015-1046	50 STONE	50.00
BADAL, DAVID	20-13-103-009-0000	05 BLOOM	50.00
BALLANTYNE, KATHLEEN	14-08-203-001-0000	48 SMITH	50.00
BALLOU, ROBERT E.	14-16-301-041-1378	46 SHILLER	50.00
BALON, ANTHONY T.	12-12-202-085-1005	41 DOHERTY	50.00
BARACH, NATHAN	10-36-117-015-1053	50 STONE	50.00
BARAZ, MARSHALL J.	17-03-111-009-1018	42 NATARUS	50.00
BARON, FREDA	14-06-213-014-0000	40 O'CONNOR	50.00
BARON, IDA	14-05-407-016-1072	48 SMITH	50.00
BARR, LAWRENCE	13-03-403-062-0000	39 LAURIND	50.00
BARRY, JEANNE H.	17-16-419-004-1118	01 MAZOLA	50.00
BASIL, EDWARD	17-03-114-003-1171	42 NATARUS	50.00
BATTLE, MABLE	20-34-413-024-0000	06 STEELE	50.00
BAUM, DONALD C.	20-13-103-009-0000	05 BLOOM	50.00
BEASLEY, LILLIAN F.	20-14-202-076-1190	04 PRECKWINKLE	50.00
BEATTY, ELOISE	14-08-203-001-0000	48 SMITH	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BEGG, MARY	14-08-203-001-0000	48 SMITH	50.00
BELL, GEORGE A.	14-08-203-001-0000	48 SMITH	50.00
BELL, JOHN	20-34-413-024-0000	06 STEELE	50.00
BELLACK, DANIEL E.	17-03-104-017-0000	42 NATARUS	50.00
BELMONT, JOSEPH	20-12-104-002-0000	04 PRECKWINKLE	50.00
BENN, LOFTIS	20-34-413-024-0000	06 STEELE	50.00
BENTLEY, JAMES	20-21-426-046-0000	06 STEELE	50.00
BERG, LEONORE	13-12-223-001-0000	40 O'CONNOR	50.00
BERG, RAYMOND	13-12-210-047-0000	40 O'CONNOR	50.00
BERGER, ALBERT	13-12-114-046-0000	40 O'CONNOR	50.00
BERJON, JULIO & VERA M.	14-05-211-021-1045	48 SMITH	50.00
BERMAN, BENNETT	17-03-222-018-0000	42 NATARUS	50.00
BERNER, OSCAR	10-36-117-015-1022	50 STONE	50.00
BERRY, HENRY	20-22-307-004-0000	05 BLOOM	50.00
BETTAG, ALYCE M.	14-08-203-001-0000	48 SMITH	50.00
BEZAZIAN, FLORENCE B.	14-08-203-001-0000	48 SMITH	50.00
BIARNASON, GERALDINE	14-08-203-001-0000	48 SMITH	50.00
BIEDO, ROSE	9-36-112-029-1023	41 DOHERTY	50.00
BIEGANSKI, BERNYCE R.	17-16-419-004-1186	01 MAZOLA	50.00
BIELSKI, PAULINE B.	14-28-320-030-1019	43 EISENDRATH	50.00
BILANSKI, JOSEPHINE	13-16-117-042-1020	45 LEVAR	50.00
BILHORN, ROBERT	14-08-203-001-0000	48 SMITH	50.00
BISHOP, BERTHA	14-08-203-001-0000	48 SMITH	50.00
BISHOP, EUNICE	20-34-413-024-0000	06 STEELE	50.00
BLACKBURN, HARRY	14-33-102-039-1014	43 EISENDRATH	50.00
BLANKENSHIP, GRACE	9-36-112-029-1017	41 DOHERTY	50.00
BLEICHER, FAY C.	20-12-100-003-1267	04 PRECKWINKLE	50.00
BLOCK, HAROLD	11-31-303-028-0000	50 STONE	50.00
BLOOMFIELD, RUTH E.	14-05-403-022-1032	48 SMITH	50.00
BLOTT, DOROTHY M.	14-08-203-001-0000	48 SMITH	50.00
BLUMBERG, CHARLOTTE	14-05-211-024-1070	48 SMITH	50.00
BLUMBERG, ESTHER	14-05-203-011-1321	49 MOORE	50.00
BLUMMENTHAL, DORIS	17-03-222-023-1158	42 NATARUS	50.00
BOBEL, DORIS	12-11-121-031-1015	41 DOHERTY	50.00
BOETTNER, DOROTHY J.	13-09-328-058-1002	45 LEVAR	50.00
BORCHARDT, ENNA P.	13-16-117-027-0000	45 LEVAR	50.00
BORRESS, JULIUS M.	13-12-121-051-0000	40 O'CONNOR	50.00
BRADFORD, LILLIAN	20-12-100-003-1329	04 PRECKWINKLE	50.00
BRADLEY, GEORGE	17-03-226-065-1238	42 NATARUS	50.00
BRADSHAW, MEZELLE	20-34-413-024-0000	06 STEELE	50.00
BRADY, HAZEL	17-03-223-018-0000	42 NATARUS	50.00
BRAIL, HABEL B.	14-08-203-001-0000	48 SMITH	50.00
BRAM, SEDELE	10-36-117-015-1069	50 STONE	50.00
BRENNAN ADELAIDE F.	14-08-203-001-0000	48 SMITH	50.00
BRENTON, LOIS M.	20-03-119-017-0000	02 HAITHCOCK	50.00
BRIGHT, ROSE	20-34-413-024-0000	06 STEELE	50.00
BRISTON, ALEXANDRA L.	17-10-200-068-1009	42 NATARUS	50.00
BROADWAY, THELMA	20-34-413-024-0000	06 STEELE	50.00
BROCK, ARTHUR	17-34-106-032-1008	02 HAITHCOCK	50.00
BRODA, HENRIETTA	12-23-430-045-1006	36 BANKS	50.00
BRODY, BASSETTE	20-13-103-009-0000	05 BLOOM	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BROECKER, NOURENE S.	14-05-203-011-1196	49 MOORE	50.00
BROMSTEIN, IRVING	17-16-419-004-1035	01 MAZOLA	50.00
BROTHERS, JEAN H.	20-12-100-003-1462	04 PRECKWINKLE	50.00
BROWN, BAIRD	14-28-322-015-0000	43 EISENDRATH	50.00
BROWN, EDWARD	20-11-206-058-0000	04 PRECKWINKLE	50.00
BROWN, MARGUERITE P.	20-11-206-058-0000	04 PRECKWINKLE	50.00
BROWN, WALTER	20-34-413-024-0000	06 STEELE	50.00
BROWN, WILLIE	20-34-413-024-0000	06 STEELE	50.00
BROWN, WILLIE B.	20-24-408-025-0000	05 BLOOM	50.00
BRUCE, MINNIE L.	20-14-202-076-1153	04 PRECKWINKLE	50.00
BRUCE, PAUL G.	20-13-103-007-0000	05 BLOOM	50.00
BRUNBAUGH OMEN E.	14-08-203-001-0000	48 SMITH	50.00
BUCHANAN, JOE	20-21-426-046-0000	06 STEELE	50.00
BUDNIK, JOHN	13-18-411-005-1023	38 ALLEN	50.00
BUETTNER, GLADYS B.	20-12-103-003-0000	04 PRECKWINKLE	50.00
BUKAR, AGNES	13-16-117-042-1019	45 LEVAR	50.00
BUNDY, AMANDA K.	14-05-211-022-1027	48 SMITH	50.00
BURNELIS, CHRISTINE K.	17-03-104-017-0000	42 NATARUS	50.00
BURNETTE, CLYDE	20-11-105-014-0000	04 PRECKWINKLE	50.00
BURNS, SONYA	20-11-206-058-0000	04 PRECKWINKLE	50.00
BUSSE, BONNIE	12-12-202-085-1022	41 DOHERTY	50.00
BUTLER, EMILY J.	14-08-203-001-0000	48 SMITH	50.00
CADDELL, MARTHA	20-21-426-046-0000	06 STEELE	50.00
CADY, BARBARA F.	17-03-222-018-0000	42 NATARUS	50.00
CANILL, BERNICE	17-16-419-004-1019	01 MAZOLA	50.00
CANN MAX T.	14-08-408-029-0000	48 SMITH	50.00
CALVELLO, MICHAEL	13-31-107-024-1118	36 BANKS	50.00
CALUOPINA, OSWALDO A.	14-05-215-017-1025	48 SMITH	50.00
CANNACK, INEZ L.	20-24-404-027-1016	05 BLOOM	50.00
CANNADY, LAYMON	20-34-413-024-0000	06 STEELE	50.00
CANNON, HELEN	17-03-222-018-0000	42 NATARUS	50.00
CARBONATTO, STELLA	11-32-200-034-1009	49 MOORE	50.00
CARBONE, EUGENE J.	13-16-117-042-1001	45 LEVAR	50.00
CARLYLE, MARK F.	14-08-203-001-0000	48 SMITH	50.00
CASEY, EDWARD	20-34-413-024-0000	06 STEELE	50.00
CAWANNEN, ROLAND & FLORENCE	13-15-411-025-1005	45 LEVAR	50.00
CAMLEY VIRGINIA H.	14-08-203-001-0000	48 SMITH	50.00
CECCONI, DINA	13-31-107-024-1202	36 BANKS	50.00
CHAPMAN GEORGE B.	14-08-203-001-0000	48 SMITH	50.00
CHARNOTA, WILLIAM	13-31-124-050-1009	36 BANKS	50.00
CHANDLER, NETTIE	20-21-426-046-0000	06 STEELE	50.00
CHECKER, BEATRICE	10-36-117-015-1007	50 STONE	50.00
CHERTKOW, SARA	20-13-103-009-0000	05 BLOOM	50.00
CHRISTENSEN CECILIA H.	14-08-203-001-0000	48 SMITH	50.00
CHRISTENSEN, CARL J	13-31-107-024-1021	36 BANKS	50.00
CITRO, STANLEY C.	13-16-117-042-1008	45 LEVAR	50.00
CLARK, CLIFFORD	20-12-100-003-1313	04 PRECKWINKLE	50.00
CLARKE, JOHN D.	14-16-305-021-1039	46 SHILLER	50.00
CLARKE, MINNIE	20-11-206-058-0000	04 PRECKWINKLE	50.00
COBB, BERTHA	20-30-428-057-1005	18 MURPHY	50.00
COBURN, AIDA	17-03-220-020-1031	42 NATARUS	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
COEN ELSIE A.	14-08-408-029-0000	48 SMITH	50.00
COEN, MILTON	14-05-403-021-1121	48 SMITH	50.00
COFFEY, HELEN	13-31-107-024-1014	36 BANKS	50.00
COHEN BEATRICE M.	14-08-408-029-0000	48 SMITH	50.00
COHEN, CELINE	14-08-408-029-0000	48 SMITH	50.00
COHEN, HELEN	10-36-117-015-1041	50 STONE	50.00
COHEN, LOUIS L.	14-05-407-016-1078	48 SMITH	50.00
COHN, CARL M.	20-12-113-046-1006	05 BLOOM	50.00
COLLEN, SHELDON D.	14-21-106-017-0000	46 SHILLER	50.00
COLLINS, MARGARET	20-34-413-024-0000	06 STEELE	50.00
CONDON, WILLIAM J.	11-32-200-034-1018	49 MOORE	50.00
CONSTABLE, SALLY	14-05-403-021-1102	48 SMITH	50.00
COOK, GEORGIA	20-11-313-026-1004	04 PRECKWINKLE	50.00
COOPER, HARRY	13-12-235-018-0000	40 O'CONNOR	50.00
COOPER, MAX	20-12-103-003-0000	04 PRECKWINKLE	50.00
COOPER, THERESA	11-31-303-045-0000	50 STONE	50.00
COOPER, WYDOLA W.	20-14-202-076-1192	04 PRECKWINKLE	50.00
CORNELIUS, HOLLIS C.	20-14-202-076-1190	04 PRECKWINKLE	50.00
COURTNEY, MARY A.	14-08-203-001-0000	48 SMITH	50.00
COUSTAN KAY M.	14-08-408-029-0000	48 SMITH	50.00
COMAN, CECILE S.	14-05-407-015-1038	48 SMITH	50.00
CRAGON MILLER M.	14-08-203-001-0000	48 SMITH	50.00
CRAIG RAYMOND E.	14-08-203-001-0000	48 SMITH	50.00
CRANE, MARY M.	14-08-203-001-0000	48 SMITH	50.00
CRISPINO, CARMELA J.	13-31-118-037-1010	36 BANKS	50.00
CRONIN, NAZEL R.	17-03-222-018-0000	42 NATARUS	50.00
CROMLEY FRANCES M.	14-08-203-001-0000	48 SMITH	50.00
CRYOR, JESSE	20-34-413-024-0000	06 STEELE	50.00
CULLEN, VERA C.	13-08-313-019-1010	45 LEVAR	50.00
CURETON, LEONARD	20-34-413-024-0000	06 STEELE	50.00
CURRAN, JOSEPHINE G.	9-36-112-029-1020	41 DOMERTY	50.00
CURRIN, Gwendolyn	20-11-206-058-0000	04 PRECKWINKLE	50.00
CURTO, VICTOR	14-08-203-001-0000	48 SMITH	50.00
CZANOR, MARIAN	13-31-124-049-1004	36 BANKS	50.00
D'ARPA, EVELYN	11-32-121-008-0000	49 MOORE	50.00
DAHLSTRON, IRWIN A.	11-32-200-034-1007	49 MOORE	50.00
DARR, EARL R.	14-08-203-001-0000	48 SMITH	50.00
DAVIDSON, ANNE MARIE	14-28-322-015-0000	43 EISENDRATH	50.00
DAVIDSON, SIDNEY	20-14-216-002-0000	05 BLOOM	50.00
DAVIS, DEFOREST	17-03-201-055-0000	42 NATARUS	50.00
DAVIS, HENRY	20-34-413-024-0000	06 STEELE	50.00
DAVIS, JOHN	20-12-104-002-0000	04 PRECKWINKLE	50.00
DAVIS, JUANITA	20-24-408-025-0000	05 BLOOM	50.00
DAVIS, MARCELLA J.	20-12-100-003-1463	04 PRECKWINKLE	50.00
DAVIS, NATHAN	20-12-113-046-1003	05 BLOOM	50.00
DEANGELO, JOANNE	12-11-116-030-1031	41 DOMERTY	50.00
DEBEJAN, MIRIAM	17-03-222-018-0000	42 NATARUS	50.00
DEISINGER, RITA	14-08-203-001-0000	48 SMITH	50.00
DEITCH, CELLA	10-36-117-015-1050	50 STONE	50.00
DELCHICCA, LILLIAN	17-03-104-017-0000	42 NATARUS	50.00
DERKOMSKA, LEKADIA	13-09-328-059-1011	45 LEVAR	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
DEUTSCH, ROZANNE O.	20-12-114-052-1013	05 BLOOM	50.00
DEVRIES, CATHERINE	13-15-411-026-1017	45 LEVAR	50.00
DHEIN, DOROTHY G.	13-16-117-042-1002	45 LEVAR	50.00
DILLARD, DOROTHY	20-11-206-058-0000	04 PRECKWINKLE	50.00
DILLON, WILLIAM A.	17-03-114-003-1064	42 NATARUS	50.00
DIMICHELI, VINCENT J.	14-08-203-001-0000	48 SMITH	50.00
DIMITROV, VERA	14-05-211-021-1137	48 SMITH	50.00
DOBRIK, AL	14-21-306-038-1057	44 HANSEN	50.00
DOERING, LOUIS H.	12-12-202-085-1014	41 DOHERTY	50.00
DOOLEY, ELLEN	14-08-203-001-0000	48 SMITH	50.00
DORAY, HERMAN	10-36-100-015-1207	50 STONE	50.00
DORHAN, ZARA MARY	14-08-203-001-0000	48 SMITH	50.00
DOROBIALA, STANLEY	13-17-107-194-1025	36 BANKS	50.00
DOSIK, LILLIAN	14-16-301-041-1526	46 SHILLER	50.00
DOUGHERTY, MARY L.	12-12-202-085-1003	41 DOHERTY	50.00
DOUGLAS, JR., HARVEY E.	11-32-200-034-1015	49 MOORE	50.00
DREGE, LAURETTA	14-08-203-001-0000	48 SMITH	50.00
DRUCKER, CHARLOTTE	14-21-111-007-1673	46 SHILLER	50.00
DRURY, MELVIN	14-05-407-016-1101	48 SMITH	50.00
DRY, FLORENCE	17-03-226-065-1114	42 NATARUS	50.00
DUBOSE, DOLARITE	20-34-413-024-0000	06 STEELE	50.00
DUBOW, SAM	10-36-117-015-1010	50 STONE	50.00
DUCHIN, WILLIAM T.	12-12-202-085-1015	41 DOHERTY	50.00
DUDEK, ANNA	13-08-430-080-1012	45 LEVAR	50.00
DUKE, EDWARD D.	14-05-215-017-1371	48 SMITH	50.00
DUNBAR, ELEANOR E.	13-31-107-024-1124	36 BANKS	50.00
DUNCAN, BEATRICE	20-21-426-046-0000	06 STEELE	50.00
DUNSON, KATHRYN	17-09-410-014-1614	42 NATARUS	50.00
DUNHAM, HELEN M.	17-03-104-017-0000	42 NATARUS	50.00
DURAN, FRANK G.	14-05-215-017-1011	48 SMITH	50.00
EDWARDS, HAMPTON	20-34-413-024-0000	06 STEELE	50.00
EGLIT, GRACE W.	14-05-407-016-1109	48 SMITH	50.00
EICHELBAUM, HERTA	14-08-408-029-0000	48 SMITH	50.00
ELLIS, BERNICE	20-12-104-002-0000	04 PRECKWINKLE	50.00
ELLIS, LETTY G.	20-13-103-009-0000	05 BLOOM	50.00
EMANUELE, LOUISE M.	13-06-110-050-1018	41 DOHERTY	50.00
EPPG, JAMES	20-35-411-020-0000	08 DIXON	50.00
EPSTEIN, LAURA	20-13-103-009-0000	05 BLOOM	50.00
EPSTEIN, RAYMOND	20-12-103-003-0000	04 PRECKWINKLE	50.00
ERBLER, CHARLES R.	14-08-407-022-1167	48 SMITH	50.00
EVANS, EVELYN S.	20-34-413-024-0000	06 STEELE	50.00
EVANS, FRED	20-34-413-024-0000	06 STEELE	50.00
EVANS, THOMAS	11-32-121-008-0000	49 MOORE	50.00
EWING, WYANCIE AND MYRTLE	20-34-413-024-0000	06 STEELE	50.00
FABAN, ABE	14-05-403-021-1119	48 SMITH	50.00
FABIANO, LOUISE H.	12-12-202-085-1007	41 DOHERTY	50.00
FAUCETT, MELBA L.	20-34-413-024-0000	06 STEELE	50.00
FEINBERG, MAX	13-12-220-039-0000	40 O'CONNOR	50.00
FELDMAN, BIRBYE	13-12-228-056-1004	40 O'CONNOR	50.00
FELDMAN, RUTH	10-36-117-015-1066	50 STONE	50.00
FELL, ELLEN G.	17-10-401-005-1247	01 MAZOLA	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
FERRO, MARY	13-31-124-050-1002	36 BANKS	50.00
FIDUCCIA, SAMULE	13-18-411-005-1031	38 ALLEN	50.00
FINE, FRED M.	14-08-203-001-0000	48 SMITH	50.00
FINK, VICTOR H.	14-21-112-010-0000	46 SHILLER	50.00
FINNEGAN, ANNA	14-05-202-019-1001	49 MOORE	50.00
FIREMAN, SERENA L.	20-12-100-003-1409	04 PRECKWINKLE	50.00
FISCH, SHIRLEY	14-21-111-007-1080	46 SHILLER	50.00
FISHER, MURIEL K.	17-03-204-064-1068	42 NATARUS	50.00
FITE, HAZEL M.	20-34-413-024-0000	06 STEELE	50.00
FITZGERALD, GEORGE J.	14-08-203-001-0000	48 SMITH	50.00
FLEISCHMAN, FRANCES M.	14-05-211-021-1062	48 SMITH	50.00
FLYER, JEANETTE	14-21-100-018-1191	46 SHILLER	50.00
FODIEL, CLARA	14-06-116-049-0000	40 O'CONNOR	50.00
FORDMAN, SEYMOUR	14-08-203-001-0000	48 SMITH	50.00
FORD, VIRGINIA	20-13-103-009-0000	05 BLOOM	50.00
FORDMAN, ROBERT S.	17-03-103-028-1158	43 EISENDRATH	50.00
FORT, RUTH	11-32-121-008-0000	49 MOORE	50.00
FOX, LOUISE & THOMAS	14-06-214-017-0000	50 STONE	50.00
FOYDL, ELSIE	14-08-203-001-0000	48 SMITH	50.00
FRANCISCO, CASSIUS	13-08-313-019-1008	45 LEVAR	50.00
FRANZIER, PINKIE	20-21-426-046-0000	17 STREETER	50.00
FREEDMAN, ALLEN	14-28-200-004-1031	44 HANSEN	50.00
FREEDMAN, MARGARET	13-31-107-024-1016	36 BANKS	50.00
FREY, HELENE C.	13-08-313-019-1017	45 LEVAR	50.00
FRICKE, GLADYS L.	13-08-313-019-1002	45 LEVAR	50.00
FRIED, ADELAIDE	12-12-202-085-1021	41 DOHERTY	50.00
FRIEDMANN, ELLIOTT K.	20-11-206-058-0000	04 PRECKWINKLE	50.00
FRIEDMAN, ETHEL S.	10-36-117-015-1074	50 STONE	50.00
FRIEDMAN, LORRAINE	10-36-117-015-1006	50 STONE	50.00
FRIEDMAN, WILLIAM	17-03-101-029-1167	43 EISENDRATH	50.00
FRIEDRICH, LORE	20-12-101-024-1062	04 PRECKWINKLE	50.00
FRITZ-HAWKINS, MIRIAM	14-05-403-021-1053	48 SMITH	50.00
FULLER, GLADYS O.	20-14-202-076-1190	04 PRECKWINKLE	50.00
FURIE, LED	10-36-117-015-1015	50 STONE	50.00
GABSON, BETTY S.	13-15-410-033-1005	45 LEVAR	50.00
GANZBLUH, MARGARET	14-08-408-029-0000	48 SMITH	50.00
GARFIN, FRANK	14-33-114-046-1029	43 EISENDRATH	50.00
GARMONY, KATHERINE	20-11-206-058-0000	04 PRECKWINKLE	50.00
GARNETT, MARION	20-12-108-039-1038	04 PRECKWINKLE	50.00
GARY, BEVERLY R.	12-11-115-021-1011	41 DOHERTY	50.00
GAMATIN, ESTER	17-03-227-018-1036	42 NATARUS	50.00
GEISER, VERONIKA	13-19-200-037-1014	38 ALLEN	50.00
GELD, RICHARD	13-08-311-047-1008	45 LEVAR	50.00
GELSONIND, LOUISE A.	13-31-124-050-1001	36 BANKS	50.00
BENJAMIN, FRANK & ANN	14-08-408-029-0000	48 SMITH	50.00
GEORGEVICH, VERA	11-32-200-034-1017	49 MOORE	50.00
GENLT, BERNICE	14-08-203-001-0000	48 SMITH	50.00
GETZ, GUENDOLYN	10-36-117-015-1044	50 STONE	50.00
GEWIS, HELEN N.	17-03-111-009-1006	42 NATARUS	50.00
GETZ, EMMA	17-03-101-029-1166	43 EISENDRATH	50.00
GETZ, MARIE & HELEN	13-16-117-042-1012	45 LEVAR	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
GILLESPIE, VERONICA	14-21-110-020-1539	46 SHILLER	50.00
GINTHER, KATHRYN	20-13-103-009-0000	05 BLOOM	50.00
GIVENS, ELMER AND VERNEAL	20-34-413-024-0000	06 STEELE	50.00
GLEASON, JOSEPHINE	14-08-203-001-0000	48 SMITH	50.00
GLOMACKI, EDWARD M.	13-15-411-028-1018	45 LEVAR	50.00
GODEX, SOPHIE	19-23-308-041-1005	13 MADRZYK	50.00
GODFREY, MARSELLUS W.	20-34-413-024-0000	06 STEELE	50.00
GOETZ, RUTH	20-13-103-007-0000	05 BLOOM	50.00
GOFF, LENNIE S.	14-08-203-001-0000	48 SMITH	50.00
GOKAY, RAYMOND	14-08-203-001-0000	48 SMITH	50.00
GOLD, SAMUEL	14-05-407-017-1030	48 SMITH	50.00
GOLDBERG, HERBERT	10-36-117-015-1059	50 STONE	50.00
GOLDFEIN, EDWIN	10-25-427-017-0000	50 STONE	50.00
GOLDING, EVELYN	20-12-104-002-0000	04 PRECKWINKLE	50.00
GOLDMAN, ALBERT	14-28-204-010-1124	44 HANSEN	50.00
GOLSTON, VIOLET	20-34-229-017-0000	06 STEELE	50.00
GONIO, BERNICE	13-31-118-039-1012	36 BANKS	50.00
GOODMAN, AL E.	14-05-211-021-1061	48 SMITH	50.00
GORDON, CLARENCE	20-34-413-024-0000	06 STEELE	50.00
GORDON, EDWARD	20-23-419-025-0000	20 TROUTMAN	50.00
GORDON, EMILY	14-05-407-017-1337	48 SMITH	50.00
GORDON, GILBERT	14-08-203-001-0000	48 SMITH	50.00
GORDON, RUTH	10-36-117-015-1023	50 STONE	50.00
GORDON, SYDNEY S.	17-03-220-020-1363	42 NATARUS	50.00
GORE, DOROTHY J.	17-03-103-028-1120	43 EISENDRATH	50.00
GORNAN, HELEN J.	14-08-203-016-1124	48 SMITH	50.00
GOSS, TESSIE	14-05-203-011-1089	49 MOORE	50.00
GOTTLIEB, EVELYN	17-03-114-003-1011	42 NATARUS	50.00
GOMLAND, ROBERT R.	20-12-106-005-0000	04 PRECKWINKLE	50.00
GRAFTON, MELVA	20-34-413-024-0000	06 STEELE	50.00
GRAHAM, CARRIE	20-11-109-010-0000	04 PRECKWINKLE	50.00
GRANT, HELEN L.	20-34-413-024-0000	06 STEELE	50.00
GRANT, MARY ALICE	14-08-203-001-0000	48 SMITH	50.00
GRAY, MARYIANE A.	14-08-203-001-0000	48 SMITH	50.00
GRAY, MELVIN	14-28-322-015-0000	43 EISENDRATH	50.00
GRAYSON, FRANK M.	17-16-419-004-1193	01 MAZOLA	50.00
GREEN, SIGNE	14-08-203-017-1053	48 SMITH	50.00
GREENBERG, LORRAINE	10-36-117-015-1052	50 STONE	50.00
GREENBERG, MARVIN	14-08-203-015-1117	48 SMITH	50.00
GREENBERG, SAM	11-31-303-045-0000	50 STONE	50.00
GREENEY, KATHERINE M.	20-11-206-058-0000	04 PRECKWINKLE	50.00
GREENSPAN, MARY	14-05-230-011-1029	49 MOORE	50.00
GRIER, ARTHUR	20-34-413-024-0000	06 STEELE	50.00
GRIEOR, BLANCHE R.	14-08-203-001-0000	48 SMITH	50.00
GRIEBOKI, HENRY & EUNICE	14-08-203-001-0000	48 SMITH	50.00
GRIELOCKI, PHYLLIS M.	13-08-313-019-1028	45 LEVAR	50.00
GRIELL, ESTHER B.	13-09-328-064-1001	45 LEVAR	50.00
GRIEWMAN, JESSIE L.	20-12-108-039-1008	04 PRECKWINKLE	50.00
GREYER, JOHN T.	20-11-312-041-1008	04 PRECKWINKLE	50.00
GRODZIN, ROSLYN & SAM	14-21-312-046-1001	44 HANSEN	50.00
GROSBY, AUDREY	17-03-104-017-0000	42 NATARUS	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
GROSS, EDWARD	20-13-103-009-0000	05 BLOOM	50.00
GROSS, HERMAN	10-36-117-015-1018	50 STONE	50.00
GROSSO, MARY	12-12-202-085-1017	41 DOHERTY	50.00
GRUBER, LOUIS J.	17-10-400-012-1740	42 NATARUS	50.00
GRUDECKI, GENEVIEVE	12-23-430-045-1003	36 BANKS	50.00
GUENTHER, RAYNERD H.	14-05-211-021-1060	48 SMITH	50.00
GUNTHER, VIRGINIA R.	9-36-108-058-1009	41 DOHERTY	50.00
GURNER, FLORENCE B.	14-05-215-015-1032	48 SMITH	50.00
GUSTAFSON, IRENE	14-08-203-001-0000	48 SMITH	50.00
GUSTAFSON, MARIA	13-12-214-043-0000	40 O'CONNOR	50.00
GUTMAN, LUCILLE	17-10-200-068-1010	42 NATARUS	50.00
GUY, EUGENE	20-34-413-024-0000	06 STEELE	50.00
HACKER, PHILIP/MARGARET	14-28-202-018-1015	44 HANSEN	50.00
HAGGARTY, MARIAN	14-08-203-001-0000	48 SMITH	50.00
HAGLER, ROY L.	20-34-413-024-0000	06 STEELE	50.00
HAINES, ANNE W.	14-21-106-017-0000	46 SHILLER	50.00
HAMILTON, HERMAN O.	20-34-413-024-0000	06 STEELE	50.00
HANNACK, MARGARETT	14-08-203-001-0000	48 SMITH	50.00
HANNER, NORMA S.	14-06-214-017-0000	40 O'CONNOR	50.00
HANCE, HARRIETTE	17-03-222-018-0000	42 NATARUS	50.00
HANSEN, IRENE	19-36-109-033-1007	41 DOHERTY	50.00
HANSEN, LAVERNE G.	14-06-201-011-1020	50 STONE	50.00
HANSON, HELEN	14-08-203-001-0000	48 SMITH	50.00
HARDIE, THOMAS C.	14-16-303-037-1008	46 SHILLER	50.00
HARDINAN, KATHERINE	20-11-206-058-0000	04 PRECKWINKLE	50.00
HARRIS, JUANITA	20-13-103-009-0000	05 BLOOM	50.00
HABS, LUCIE H.	14-08-203-001-0000	48 SMITH	50.00
HAUSER, CRANE C.	17-03-101-027-1030	43 EISENDRATH	50.00
HAY, DONALD A.	20-14-201-079-1020	05 BLOOM	50.00
HEGG, DOROTHY	10-36-117-015-1078	50 STONE	50.00
HEILIG, HARRIET E.	14-21-111-007-1333	46 SHILLER	50.00
HEISLER, TERESE	13-16-117-042-1017	45 LEVAR	50.00
HENDERSON, IRMGARD A.	11-32-200-034-1011	49 MOORE	50.00
HENDERSON, RANDOLPH	20-34-413-024-0000	06 STEELE	50.00
HENDRICKSON, GLADYS	14-28-322-015-0000	43 EISENDRATH	50.00
HENRI, NAOMI A.	20-34-413-024-0000	06 STEELE	50.00
HENSON, JOHN	20-34-229-017-0000	06 STEELE	50.00
HERRING, CHIEFIE A.	21-30-321-002-0000	07 BEAVERS	50.00
HERRMANN, VALERIE	14-21-305-030-1148	44 HANSEN	50.00
HERSHKOVITZ, MORITZ	11-31-303-037-0000	50 STONE	50.00
HEYMAN, DOROTHY	20-12-104-002-0000	04 PRECKWINKLE	50.00
HICKEY, MARJORIE	14-33-114-046-1015	43 EISENDRATH	50.00
HILKIN, CAROLE W.	14-08-203-001-0000	48 SMITH	50.00
HILL, RALPH	20-11-206-058-0000	04 PRECKWINKLE	50.00
HIRSCH, PATRICIA	17-03-201-055-0000	42 NATARUS	50.00
HIRSCH, SYROLA R.	20-12-100-003-1194	04 PRECKWINKLE	50.00
HIRSHFELD, GOLDIE	10-36-117-015-1025	50 STONE	50.00
HOBBS, REBECCA K.	20-11-206-058-0000	04 PRECKWINKLE	50.00
HOBBS, RUTH L.	20-34-413-024-0000	06 STEELE	50.00
HOFFMAN, EMMA B.	9-36-425-050-1011	41 DOHERTY	50.00
HOFFMAN, RALPH P.	13-15-411-028-1009	45 LEVAR	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
HOLLAND, WILLIAM S.	10-36-400-040-0000	50 STONE	50.00
HOLLANDER, MARSHALL	17-03-214-014-1128	42 NATARUS	50.00
HOLLEB, SEYMOUR S.	14-21-112-010-0000	46 SHILLER	50.00
HOLDMAN, JEMEL	14-08-203-001-0000	48 SMITH	50.00
HOLSTEIN, WILLIAM	14-05-403-021-1166	48 SMITH	50.00
HOLT, MARGARET	14-28-207-004-1041	43 EISENDRATH	50.00
HOPKINS, MYRTLE	20-03-119-016-0000	02 HAITHCOCK	50.00
HORN, DR. LYDIA	14-05-403-021-1107	48 SMITH	50.00
HORN, EUGENIE	14-08-203-001-0000	48 SMITH	50.00
HOROWITZ, ANNE	10-36-117-015-1033	50 STONE	50.00
HORWITZ, IRVING	20-12-108-039-1098	04 PRECKWINKLE	50.00
HOWARD, ERSULA	17-10-401-005-1371	01 MAZOLA	50.00
HOWARD, EVELYN G.	20-14-202-076-1190	04 PRECKWINKLE	50.00
HOWARD, JAMES	20-22-303-025-0000	20 TROUTMAN	50.00
HUGHES, ELIZABETH	20-11-206-058-0000	04 PRECKWINKLE	50.00
HULL, RICHARD	20-34-413-024-0000	06 STEELE	50.00
HUNT, JAMES JR.	20-34-229-017-0000	06 STEELE	50.00
HUNT, LUCILLE	14-08-203-001-0000	48 SMITH	50.00
HURVITZ, HAROLD	17-03-114-003-1087	42 NATARUS	50.00
HYNAN, SMITH	14-28-200-004-1096	44 HANSEN	50.00
IDEMA, JAMES M.	14-21-112-010-0000	46 SHILLER	50.00
IDZIK, MARY K.	19-20-202-048-1003	13 MADRYK	50.00
IN, MON S.	14-08-203-017-1215	48 SMITH	50.00
INGRAM, BETTY	14-08-203-001-0000	48 SMITH	50.00
IRVIN, WALTER AND ALMA	20-34-413-024-0000	06 STEELE	50.00
ISAACS, FLORENCE S.	14-08-203-017-1149	48 SMITH	50.00
JACKSON, L. HANNAH	20-11-206-058-0000	04 PRECKWINKLE	50.00
JACKSON, WILLIAM	20-34-413-024-0000	06 STEELE	50.00
JACOBS, ESTHER	9-36-419-108-1007	41 DOHERTY	50.00
JACOBSON, ELIZABETH	20-13-103-009-0000	05 BLOOM	50.00
JACOBSON, ETHEL	14-08-203-001-0000	48 SMITH	50.00
JAFFE, GERALDINE	20-13-103-009-0000	05 BLOOM	50.00
JAGODA, BERNICE T.	19-01-406-005-0000	11 HUELS	50.00
JANKO, FRANCISZEK	14-05-211-021-1028	48 SMITH	50.00
JANUSZ, JOHN A.	13-08-310-059-1017	45 LEVAR	50.00
JANZ, ELIZABETH	13-08-310-062-1005	45 LEVAR	50.00
JAROSZ, HALINA	13-19-200-037-1008	38 ALLEN	50.00
JENKINS, NELL	20-34-413-024-0000	06 STEELE	50.00
JOHNS, BRUCE	11-30-307-213-1012	50 STONE	50.00
JOHNSON, EDWARD & CAROLYN	20-11-206-058-0000	04 PRECKWINKLE	50.00
JOHNSON, ELLIOT W.	20-34-413-024-0000	06 STEELE	50.00
JOHNSON, EUNICE	17-03-202-061-1077	42 NATARUS	50.00
JOHNSON, HELEN	20-13-103-009-0000	05 BLOOM	50.00
JOHNSON, J.D. AND KATIE	20-34-413-024-0000	06 STEELE	50.00
JOHNSON, JOHN	17-03-202-061-1078	42 NATARUS	50.00
JOHNSON, LARNEY	20-11-206-058-0000	04 PRECKWINKLE	50.00
JOHNSON, MARY T.	20-34-413-024-0000	06 STEELE	50.00
JONES, JAMES	20-35-104-039-1018	08 DIXON	50.00
JONES, LOUISE	17-03-222-018-0000	42 NATARUS	50.00
JONES, RUTH	20-12-100-005-0000	04 PRECKWINKLE	50.00
JONES, BELMA H.	20-11-206-058-0000	04 PRECKWINKLE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEMER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
JONES, MEST	20-34-229-017-0000	06 STEELE	50.00
JOSEPHSON, STANLEY	11-31-114-022-1009	50 STONE	50.00
JOYCE, JOSEPH T.	17-04-207-087-1310	42 NATARUS	50.00
JYNER, SANFORD O.	20-34-413-024-0000	06 STEELE	50.00
JUDAS, ILSE	20-13-103-007-0000	05 BLOOM	50.00
KAAITZ ELEANOR R.	14-08-203-001-0000	48 SMITH	50.00
KADZNER, MARJORIE	17-10-400-012-1797	01 MAZOLA	50.00
KADISON, ADELE L.	20-12-103-003-0000	04 PRECKWINKLE	50.00
KANN, LUCILLE H.	14-05-403-022-1013	48 SMITH	50.00
KALLIN, DONALD	17-03-222-018-0000	42 NATARUS	50.00
KANTLA, PHILIP J.	11-32-200-034-1001	49 MOORE	50.00
KAPLAN, MAX	13-02-220-040-8002	50 STONE	50.00
KATZ, SIDNEY	20-13-103-009-0000	05 BLOOM	50.00
KATZ, SOL	10-36-117-015-1003	50 STONE	50.00
KAIL, MARY	14-08-203-017-1048	48 SMITH	50.00
KAYE, ADELE J.	20-12-106-005-0000	04 PRECKWINKLE	50.00
KAZDOWITZ, IRVING	13-08-313-018-1001	45 LEVAR	50.00
KEBZIERSKI, IRENE	10-31-409-060-1027	41 DOHERTY	50.00
KELEHEN, RUDOLPH	14-08-203-001-0000	48 SMITH	50.00
KELLY, HARRY E.	14-08-203-001-0000	48 SMITH	50.00
KELTON, HARRIET E.	14-08-203-001-0000	48 SMITH	50.00
KERWIN, JAMES W. & JANET L.	14-08-203-001-0000	48 SMITH	50.00
KIENLEN, LOUIS J.	17-03-104-017-0000	42 NATARUS	50.00
KIM, SOO	13-01-113-040-1024	50 STONE	50.00
KIMMEL, SYLVIA	10-36-117-015-1079	50 STONE	50.00
KINNEY, PAUL A.	14-08-203-017-1100	48 SMITH	50.00
KIPNIS, MARY	14-21-306-038-1040	44 HANSEN	50.00
KIRCHBERGER, JOAN M.	13-16-115-045-1015	45 LEVAR	50.00
KIRKPATRICK, BERNICE G.	20-34-413-024-0000	06 STEELE	50.00
KIRKPATRICK, FELIX	20-34-413-024-0000	06 STEELE	50.00
KITTLER, IRENE	13-16-115-045-1001	45 LEVAR	50.00
KLEBERMAN, IRVING	14-05-203-011-1277	49 MOORE	50.00
KLEIN, IMRIN	14-05-203-011-1066	49 MOORE	50.00
KLOCKOWSKI, ANNA J.	13-09-328-064-1009	45 LEVAR	50.00
KLYN STELLA	14-08-203-001-0000	48 SMITH	50.00
KNIETIK, LAWRENCE	14-21-101-034-1155	44 HANSEN	50.00
KNOX, EDLA	20-34-413-024-0000	06 STEELE	50.00
KOBER, DIETER	14-08-408-029-0000	48 SMITH	50.00
KOEK, JACQUES	14-08-413-042-1002	48 SMITH	50.00
KONG, JANA	20-11-206-058-0000	04 PRECKWINKLE	50.00
KORNECKI, EDWARD A.	14-08-203-001-0000	48 SMITH	50.00
KOVEN, SYLVIA H.	14-05-203-011-1221	49 MOORE	50.00
KOVIN, FLORENCE	10-36-117-015-1061	50 STONE	50.00
KOMALSKI, GEORGE	13-09-328-059-1009	45 LEVAR	50.00
KOZZLOFF, HELEN	17-03-114-003-1100	42 NATARUS	50.00
KRASH, RITA	10-36-117-015-1048	50 STONE	50.00
KRANOW, FLORANCE	17-03-114-003-1164	42 NATARUS	50.00
KRANOW, HELENE	17-03-108-016-1095	43 EISENDRATH	50.00
KRANOW, HELENE	17-03-108-016-1095	43 EISENDRATH	50.00
KREMKY, ROSEMARY	17-03-202-061-1055	42 NATARUS	50.00
KURLAND, AMELIA K.	14-05-407-016-1090	48 SMITH	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
KURLAND, RUTH	10-36-117-015-1028	50 STONE	50.00
KUSHIND, BETTY	13-03-403-068-0000	39 LAURIND	50.00
KUZNITSKY, SALLY	10-36-117-015-1045	50 STONE	50.00
LA BELLE, BEA	20-13-103-009-0000	05 BLOOM	50.00
LACKNER, CHARLOTTE B.	20-11-206-058-0000	04 PRECKWINKLE	50.00
LAEVIN, BEN	20-13-103-009-0000	05 BLOOM	50.00
LAMBERT, RAE	13-11-201-046-1004	39 LAURIND	50.00
LANDMAN, RUTH L.	10-36-100-011-1206	50 STONE	50.00
LANZL, LAURENCE	20-14-215-028-0000	05 BLOOM	50.00
LARSON, THELMA E.	20-12-100-003-1157	04 PRECKWINKLE	50.00
LAUGAL, LEDNA	14-08-203-001-0000	48 SMITH	50.00
LE VINE, JACK	14-21-112-010-0000	46 SHILLER	50.00
LEAR, DOROTHY	11-30-302-050-1005	50 STONE	50.00
LEE, LEDNA	20-21-426-046-0000	06 STEELE	50.00
LEHRER, MARCUS	20-12-100-003-1442	04 PRECKWINKLE	50.00
LENER, ANN	14-21-111-007-1170	46 SHILLER	50.00
LENER, DEANA	14-16-300-027-1075	46 SHILLER	50.00
LESTER, ESTHER	14-05-203-011-1356	49 MOORE	50.00
LEVEE, LEDNA	14-21-306-038-1025	44 HANSEN	50.00
LEVENBERG, JEROME	17-03-226-065-1080	42 NATARUS	50.00
LEVIN, CLARE B.	14-08-408-029-0000	48 SMITH	50.00
LEVIN, LED L.	20-12-100-003-1400	04 PRECKWINKLE	50.00
LEVIN, LOUISE	20-13-103-009-0000	05 BLOOM	50.00
LEVINE, SHIRLEY	17-04-216-064-1438	42 NATARUS	50.00
LEVINSON, NOLLY	10-36-117-015-1071	50 STONE	50.00
LEVITANSKY, HELEN S.	10-36-117-015-1017	50 STONE	50.00
LEVRANT, ABEL	14-05-203-011-1075	49 MOORE	50.00
LEVY, ARNOLD & SYLVIA	20-12-106-005-0000	04 PRECKWINKLE	50.00
LEVY, ESTHER	14-21-111-007-1416	46 SHILLER	50.00
LEVY, HERBERT	17-03-222-018-0000	42 NATARUS	50.00
LEWIS, LESTER E.	20-34-413-024-0000	06 STEELE	50.00
LEWISON, SHIRLEY	17-10-214-011-1616	42 NATARUS	50.00
LEWY, ROBERT	20-13-103-009-0000	05 BLOOM	50.00
LIFFSHIN, ROSALIE	14-21-306-038-1031	44 HANSEN	50.00
LIFSCHUTZ, ABRAHAM	17-03-222-018-0000	42 NATARUS	50.00
LINDAHL, HELEN G. & GRACE A.	14-08-203-001-0000	48 SMITH	50.00
LINDRUP, ROSE I.	9-36-425-050-1010	41 DOHERTY	50.00
LINEMAN, MARIE	14-06-213-014-0000	40 O'CONNOR	50.00
LIPMAN, ALBERT S.	17-03-208-021-1099	42 NATARUS	50.00
LIPPOFSKY, MILDRED	14-16-301-041-1218	46 SHILLER	50.00
LIPSKI, ISADORE	10-36-117-015-1040	50 STONE	50.00
LISS, SYLVIA	14-21-305-030-1217	44 HANSEN	50.00
LOEMENTHAL, FRITZ & EMMA	14-05-403-021-1150	48 SMITH	50.00
LOEY, HENRY	10-25-427-015-0000	50 STONE	50.00
LONDON, ESTELLE	10-36-100-011-1219	50 STONE	50.00
LONG, HENRY E.	20-34-413-024-0000	06 STEELE	50.00
LOPK, JOHN	20-13-103-014-1013	05 BLOOM	50.00
LOPIN, ANN E.	10-36-117-015-1021	50 STONE	50.00
LORENZ LOUISE	14-08-203-001-0000	48 SMITH	50.00
LOMCZYNSKI, WANDA	13-08-310-062-1011	45 LEVAR	50.00
LOMENSTEIN, HAROLD & PHYLLIS	20-12-100-003-1279	04 PRECKWINKLE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
LOWINSKY, GRETEL	20-13-103-009-0000	05 BLOOM	50.00
LUECKE, RICHARD H.	20-13-103-007-0000	05 BLOOM	50.00
LYKINS, LANGLEY H.	13-08-313-019-1030	45 LEVAR	50.00
MACKEL, MURIEL M.	19-08-424-135-1010	23 LASKI	50.00
MACLAIRE, FLORENCE	20-13-103-009-0000	05 BLOOM	50.00
MACLIN, EDWINA C.	20-34-413-024-0000	06 STEELE	50.00
MACMANN, HAROLD B.	17-03-222-023-1316	42 NATARUS	50.00
MADISON, MERCEDES	20-11-206-058-0000	04 PRECKWINKLE	50.00
MAFFIA, ANTONINETTE	14-06-213-014-0000	40 O'CONNOR	50.00
MAGRUDER, PAUL L.	14-08-203-001-0000	48 SMITH	50.00
MAHONEY, EILEEN	14-06-213-014-0000	40 O'CONNOR	50.00
MALLACE, PAUL	20-13-103-009-0000	05 BLOOM	50.00
MALONEY, FRANCIS J.	13-15-411-029-1018	45 LEVAR	50.00
MANN, GERTRUDE A.	17-03-111-009-1028	42 NATARUS	50.00
MANN, CALDRON	20-34-413-024-0000	06 STEELE	50.00
MARCANO, ERNESTINE	20-21-426-046-0000	06 STEELE	50.00
MARCO DOROTHY	14-08-408-029-0000	48 SMITH	50.00
MARCUS, WILBUR	17-03-202-063-1160	42 NATARUS	50.00
MARINO, MARGARET	12-12-202-085-1026	41 DOHERTY	50.00
MARKEI, BERNARD	20-13-103-009-0000	05 BLOOM	50.00
MAROMAN, FRANCES	17-10-400-012-1617	01 HAZOLA	50.00
MARKS, IRA	20-12-114-036-0000	05 BLOOM	50.00
MARKS, REVA	10-34-117-015-1012	50 STONE	50.00
MARSH, JOHN J.	20-34-413-024-0000	06 STEELE	50.00
MARSHALL, DOROTHY R.	20-34-413-024-0000	06 STEELE	50.00
MARTEN, ANN	14-08-203-001-0000	48 SMITH	50.00
MARTIN, GEORGE P.	14-05-215-015-1351	48 SMITH	50.00
MARTIN, RUBY	20-34-413-024-0000	06 STEELE	50.00
MASCHNER, LUCIA A.	14-21-111-007-1267	46 SHILLER	50.00
MASLOW PANNI J.	14-08-408-029-0000	48 SMITH	50.00
MATTFELD, JACQUELYN A.	14-21-306-035-1055	44 HANSEN	50.00
MAYBERRY, ERNESTINE	20-12-100-003-1557	04 PRECKWINKLE	50.00
MAYER, FRANK J.	20-12-114-046-1023	05 BLOOM	50.00
MC BRATH, MILDRED G.	20-13-103-009-0000	05 BLOOM	50.00
MCCRIDE, WILLIAM E.	13-31-107-024-1047	36 BANKS	50.00
MCCALLISTER, JANE D.	14-05-411-012-1002	48 SMITH	50.00
MCCARRROLL, ANTONINETTE M.	20-11-206-058-0000	04 PRECKWINKLE	50.00
MCCARTHY MARJORIE G.	14-08-203-001-0000	48 SMITH	50.00
MCCLEARY, NAN S.	20-14-216-002-0000	05 BLOOM	50.00
MCCONDICHIE, TEXANNE	20-21-426-046-0000	06 STEELE	50.00
MCCOY, ROSIE	20-21-426-046-0000	06 STEELE	50.00
MCGARRY, ELLANNE	14-05-202-019-1087	49 MOORE	50.00
MCGEE, CAROLINE	20-34-413-024-0000	06 STEELE	50.00
MCGRATH, THERESA H.	17-03-104-017-0000	42 NATARUS	50.00
MCGRAW MARY B.	14-08-203-001-0000	48 SMITH	50.00
MCKENZIE, ELIZABETH	19-15-228-078-0000	13 MADRZYK	50.00
MCKNIGHT, PEARL	14-05-403-021-1002	48 SMITH	50.00
MCKNEAL, FRANKY	20-11-206-058-0000	04 PRECKWINKLE	50.00
MCKNEIL, ETHELYN	17-04-207-086-1276	42 NATARUS	50.00
MCKNULTY, PATRICK J.	13-08-310-062-1009	45 LEVAR	50.00
MCKWILLIAMS, MARGARET	14-05-210-023-1037	48 SMITH	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
MELICHAH, JOSEPH P.	13-08-310-062-1012	45 LEVAR	50.00
MELISSAS, NICHOLAS	14-08-203-017-1202	48 SMITH	50.00
MELNICK, JUDITH	17-03-103-028-1113	43 EISENDRATH	50.00
MELZER, ARTHUR	20-12-103-010-1046	04 PRECKWINKLE	50.00
MENDELSON ALFREDA A.	14-08-408-029-0000	48 SMITH	50.00
MEYER, PETER	20-14-216-002-0000	05 BLOOM	50.00
MEYER, SHIRLEY	14-21-314-048-1052	44 HANSEN	50.00
MEYERS, BERNARD	17-03-111-009-1022	42 NATARUS	50.00
MEYERS, IRVING & THELMA W.	14-08-203-001-0000	48 SMITH	50.00
MEYERS, ROSE	17-03-220-020-1392	42 NATARUS	50.00
MICHALOWSKI L. EMILY	19-01-406-005-0000	11 HUELS	50.00
MICHEL, BELLE	10-36-117-015-1035	50 STONE	50.00
MICHEL, RUTH S.	14-06-213-014-0000	40 O'CONNOR	50.00
MILFORD, ANN F.	14-08-203-001-0000	48 SMITH	50.00
MILLER, EULA H.	20-34-413-024-0000	06 STEELE	50.00
MILLER, IRMA H.	14-08-203-001-0000	48 SMITH	50.00
MILLER, IRVING	20-12-114-053-1001	05 BLOOM	50.00
MILLER, NELLIE	14-17-106-043-1001	47 SCHULTER	50.00
MILLER, ROSE	20-13-103-007-0000	05 BLOOM	50.00
MILLER, SYLVIA	10-36-117-015-1016	50 STONE	50.00
MINIUTH, ROBERT E.	17-03-104-017-0000	42 NATARUS	50.00
MIRSKY, DOROTHY	14-28-200-003-1096	44 HANSEN	50.00
MIRSKY, HARVIN	20-13-103-009-0000	05 BLOOM	50.00
MISKEL, MILTON	20-21-426-046-0000	06 STEELE	50.00
MOGILL, HERMAN	14-34-422-068-1340	43 EISENDRATH	50.00
MOGILNER, SHIRLEY	17-03-221-003-0000	42 NATARUS	50.00
MOLT DOROTHY B.	14-08-203-001-0000	48 SMITH	50.00
MORAN, JESSE	20-11-206-058-0000	04 PRECKWINKLE	50.00
MOODY, EVANGELINE	20-34-413-024-0000	06 STEELE	50.00
MOORE, DOLORES & OSCAR	19-23-308-041-1002	13 MADRZYK	50.00
MOORE, THOMAS C.	20-34-413-024-0000	06 STEELE	50.00
MORDINI, MARY A.	13-15-411-028-1015	45 LEVAR	50.00
MORGAN, WALTER H.	20-34-413-024-0000	06 STEELE	50.00
MORGAN, WILLIAM J.	14-08-203-001-0000	48 SMITH	50.00
MORIARTY, EUGENE	13-31-107-024-1211	36 BANKS	50.00
MORREALE, YVONNE L.	14-28-202-018-1042	44 HANSEN	50.00
MORRIS, EDNA	20-34-413-024-0000	06 STEELE	50.00
MORRIS, ELMER H.	14-21-112-010-0000	46 SKILLER	50.00
MORROW, DONALD	14-21-314-053-1200	44 HANSEN	50.00
MORSHINSKY, NORMA R.	14-05-211-021-1018	48 SMITH	50.00
MOBLEY, BEATRICE L.	20-34-413-024-0000	06 STEELE	50.00
MOSS, JOSEPH J.	20-13-103-007-0000	05 BLOOM	50.00
MUELLER, EMILY H.	11-31-114-023-1036	50 STONE	50.00
MUR, EVELYN K.	12-12-202-085-1028	41 DOHERTY	50.00
MULICAN, CHARLES L.	17-04-209-043-1077	42 NATARUS	50.00
MULLEN, EUNICE	13-31-107-024-1009	36 BANKS	50.00
MURPHY, DOROTHY	20-34-413-024-0000	06 STEELE	50.00
MUSOLFF, STEPHANIE	12-12-202-084-1006	41 DOHERTY	50.00
MYERS, SYLVIA	14-05-202-019-1088	49 MOORE	50.00
MANORNIAK, ALICE	12-23-430-045-1001	36 BANKS	50.00
MAGER JOHN B	14-08-203-001-0000	48 SMITH	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
NATKIN TILLIE	14-08-408-029-0000	48 SMITH	50.00
NEUMAN, HELEN	14-21-110-020-1264	46 SHILLER	50.00
NICHOLSON, BERNICE	20-34-413-024-0000	06 STEELE	50.00
NICPAN, ELEANOR F.	12-12-202-085-1012	41 DOHERTY	50.00
NINTZ ELAINE F.	14-08-203-001-0000	48 SMITH	50.00
NUTTER, HARVEY	11-32-121-008-0000	49 MOORE	50.00
O'HARA, HELEN	20-12-104-002-0000	04 PRECKWINKLE	50.00
O'HARE, VIVIAN	14-05-403-021-1100	48 SMITH	50.00
O'LEARY HELEN S.	14-08-203-001-0000	48 SMITH	50.00
O'MALLEY, MARIE	14-08-203-016-1138	48 SMITH	50.00
O'NEILL, LOUISE D.	12-11-116-030-1002	41 DOHERTY	50.00
OEHLER, PAULINE	17-10-400-012-1416	01 HAZOLA	50.00
OHNINGER, MAXINE	17-03-221-003-0000	42 NATARUS	50.00
OLBINSKY, PHILIP	11-30-307-016-0000	50 STONE	50.00
OLSON, CECELIA L.	9-36-425-050-1027	41 DOHERTY	50.00
ORANGE, MARY	20-22-307-041-0000	20 TROUTMAN	50.00
ORDEN, ALEX	20-14-216-002-0000	05 BLOOM	50.00
ORTHEL, CLED V.	14-05-215-017-1165	48 SMITH	50.00
OXFORD, OPAL	13-09-328-058-1001	45 LEVAR	50.00
PACE, FRANCES M.	20-12-100-003-1135	04 PRECKWINKLE	50.00
PANDS, MARIAN C.	17-03-111-009-1032	42 NATARUS	50.00
PANTSIOS, PAULINE E.	20-12-106-005-0000	04 PRECKWINKLE	50.00
PARAD, SAMSON	11-32-109-011-0000	49 MOORE	50.00
PARIS, JAMES	20-11-206-058-0000	04 PRECKWINKLE	50.00
PARKER, GLADYS	20-34-413-024-0000	06 STEELE	50.00
PARKER, JAMES	20-34-413-024-0000	06 STEELE	50.00
PARKS, BURDETTA	20-21-426-046-0000	06 STEELE	50.00
PARKS, CORNELIA	20-34-413-024-0000	06 STEELE	50.00
PARR, ARTHUR	14-06-213-014-0000	40 O'CONNOR	50.00
PARSEGIAN, JAMES	14-05-211-021-1085	48 SMITH	50.00
PATTERSON, JOHN	20-21-426-046-0000	06 STEELE	50.00
PATTERSON, RUTH	20-14-201-079-1048	05 BLOOM	50.00
PAUL, ALBERT W.	17-03-111-009-1038	42 NATARUS	50.00
PAVIS, SYLVIA T.	12-12-202-085-1002	41 DOHERTY	50.00
PAXTON, ANNETTE	13-31-107-024-1156	36 BANKS	50.00
PEARSE, CLAIRE	17-03-222-023-1214	42 NATARUS	50.00
PENROSD, ALDO	17-03-208-021-1107	42 NATARUS	50.00
PENALOZA, ESTHER A.	20-14-202-076-1308	04 PRECKWINKLE	50.00
PEPPERS, JEFFERSON	20-24-404-027-1009	05 BLOOM	50.00
PENNELL, VERNON	20-34-413-024-0000	06 STEELE	50.00
PETERSEN, ZIE B.	17-03-104-017-0000	42 NATARUS	50.00
PETERSON, DOROTHY	17-03-201-055-0000	42 NATARUS	50.00
PETERSON, LAWRENCE H.	14-08-203-001-0000	48 SMITH	50.00
PETROS, MIKE	13-12-204-050-0000	40 O'CONNOR	50.00
PFUNDSTEIN, MARY	14-08-203-001-0000	48 SMITH	50.00
PHILAN, AMBER L.	14-08-203-001-0000	48 SMITH	50.00
PIEKARZ, MARY A.	13-08-310-062-1010	45 LEVAR	50.00
PILLET, ROGER A.	20-13-103-009-0000	05 BLOOM	50.00
PINPERL, STEVEN	14-05-211-021-1038	48 SMITH	50.00
PINKERT, REBECCA	14-05-211-021-1106	48 SMITH	50.00
PITEL, MARTHA	20-13-103-009-0000	05 BLOOM	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
PITRA, VERN	12-14-112-025-1038	41 DOHERTY	50.00
PODLNER, GILBERT	20-11-206-058-0000	04 PRECKWINKLE	50.00
POLEK, JEAN L.	13-15-411-028-1007	45 LEVAR	50.00
POLLACK, HILDE	20-12-104-002-0000	04 PRECKWINKLE	50.00
POLLACK, MARY	14-05-215-015-1016	48 SMITH	50.00
POMARANC, RUTH	17-16-423-002-1072	01 MAZOLA	50.00
PORTUGAL, IRENE	14-05-203-011-1362	49 MOORE	50.00
PRADELY, REESE	20-34-413-024-0000	06 STEELE	50.00
PREJEAN, JULIA A.	20-11-206-058-0000	04 PRECKWINKLE	50.00
PRESTON ALICE M.	14-08-408-029-0000	48 SMITH	50.00
PRIKOPA MARTHA L.	14-08-203-001-0000	48 SMITH	50.00
PRUBANOWSKI, JOHN	13-31-124-050-1010	36 BANKS	50.00
PRUAF, MARY T.	14-05-403-021-1112	48 SMITH	50.00
PRYOR, LEROY	20-12-101-024-1049	04 PRECKWINKLE	50.00
PSENKA, MARGARET M.	12-12-202-085-1014	41 DOHERTY	50.00
PUSH, RODERICK W.	20-12-108-039-1072	04 PRECKWINKLE	50.00
PUNZALAN, AURORA E.	20-14-202-076-1027	04 PRECKWINKLE	50.00
PURSTELNIK, FAY	20-13-103-009-0000	05 BLOOM	50.00
PUSTAVER ANNE	14-08-310-024-0000	48 SMITH	50.00
RAMLES, LAWRENCE	20-34-413-024-0000	06 STEELE	50.00
RADATZ, ROBERT	17-16-419-004-1243	01 MAZOLA	50.00
RAGO, H. CONRAD	14-06-214-017-0000	40 O'CONNOR	50.00
RALPH, BARBARA R.	17-03-104-017-0000	42 NATARUS	50.00
RANBAZZO, ANTHONY	12-12-202-085-1009	41 DOHERTY	50.00
RAY, ROBERT L.	20-14-202-076-1014	04 PRECKWINKLE	50.00
RAY, LUALICE	20-34-413-024-0000	06 STEELE	50.00
REED, CHESTANNA	20-34-413-024-0000	06 STEELE	50.00
REINHOLTZEN, EDWIN A.	14-08-203-001-0000	48 SMITH	50.00
REINKING, DONALD L.	14-08-203-001-0000	48 SMITH	50.00
REISHAN, BARNEY	14-05-211-024-1212	48 SMITH	50.00
RICE, JAMES P.	14-21-112-010-0000	46 SHILLER	50.00
RICHTER, ELMYN	14-06-214-017-0000	40 O'CONNOR	50.00
RIDLEY, FRED	20-34-413-024-0000	06 STEELE	50.00
RIFKIND, GERTRUDE S.	20-12-100-003-1610	04 PRECKWINKLE	50.00
RINDONE, IRENE	13-31-107-024-1046	36 BANKS	50.00
RIRDAN, LORETTA F.	14-08-203-001-0000	48 SMITH	50.00
RITSOS, GEORGE T.	17-03-111-009-1046	42 NATARUS	50.00
RITZ, PAUL	13-01-328-054-0000	40 O'CONNOR	50.00
RIVADENEIRA, ELBA	11-31-114-023-1023	50 STONE	50.00
RIVERS, DOLORES	20-34-413-024-0000	06 STEELE	50.00
ROBBINS, JACK	14-21-306-038-1001	44 HANSEN	50.00
ROBERTS, MARY	20-34-413-024-0000	06 STEELE	50.00
ROBERTSON, JOHN	20-11-206-058-0000	04 PRECKWINKLE	50.00
ROBINSON, CLEVELAND & LESLIE	20-34-413-024-0000	06 STEELE	50.00
ROBINSON, LOUISE M.	20-11-313-026-1001	04 PRECKWINKLE	50.00
ROBINSON, PENELOPE A.	20-12-108-039-1054	04 PRECKWINKLE	50.00
ROCKWELL, DOROTHY	14-28-109-019-0000	44 HANSEN	50.00
ROOTH, ELI	20-12-100-003-1337	04 PRECKWINKLE	50.00
ROSEN, ARTHUR	11-31-114-023-1024	50 STONE	50.00
ROSEN, MELVIN	14-21-110-020-1426	46 SHILLER	50.00
ROSENBAUM, KURT	20-13-103-009-0000	05 BLOOM	50.00

COMMITTEE ON FINNICE
SMALL CLAIMS, CITY OF CHICAGO
SEMER REDATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ROSENBERG, PEARL	20-12-106-005-0000	04 PRECKWINKLE	50.00
ROSENBLATT, IRVING	13-12-210-047-0000	40 O'CONNOR	50.00
ROSENBLUOH, MARY	14-28-204-010-1084	44 HANSEN	50.00
ROSENSTEIN, DOROTHY	14-05-403-021-1133	48 SMITH	50.00
ROSENTHAL, IRA	20-12-114-036-0000	05 BLOOM	50.00
ROSS, AARON	14-21-306-038-1023	44 HANSEN	50.00
ROSS, GERTRUDE	14-28-203-027-1051	44 HANSEN	50.00
ROSS, HARRIET	10-25-427-017-0000	50 STONE	50.00
ROSS, MORRIS	11-31-303-045-0000	50 STONE	50.00
ROSSIN, ROCHELLE S.	20-13-103-009-0000	05 BLOOM	50.00
ROTH, MONROE & ELAINE	17-10-401-005-0000	01 MAZOLA	50.00
ROTH, MONROE & ELAINE	17-10-401-005-0000	01 MAZOLA	50.00
ROTHMAN, EDWARD J.	14-21-112-010-0000	46 SHILLER	50.00
ROWLEY, TERESE M.	13-08-313-019-1013	45 LEVAR	50.00
RUBEN, SEYMOUR M.	20-12-106-005-0000	04 PRECKWINKLE	50.00
RUBENSTEIN, JEAN & SAM	17-03-111-009-1017	42 MATARUS	50.00
RUSCITO, MARY	13-31-124-050-1006	36 BANKS	50.00
RUSIN, JOSEPHINE E.	13-07-220-056-1011	41 DOHERTY	50.00
RUSNAK, MAURICE	20-12-114-054-1051	05 BLOOM	50.00
RUSSO, JOSEPHINE	12-11-119-020-1025	41 DOHERTY	50.00
RYAN, CATHLEEN	20-34-413-024-0000	06 STEELE	50.00
RYBANSKI, ANTOINETTE V.	9-36-112-027-1001	41 DOHERTY	50.00
RZEPKA, ELIZABETH A.	13-12-401-028-0000	40 O'CONNOR	50.00
SACHS, ROBERT	20-12-114-036-0000	05 BLOOM	50.00
SACK, LILLIAN	20-13-103-009-0000	05 BLOOM	50.00
SACKS, ELAINE C.	17-04-211-035-1061	43 EISENDRATH	50.00
SAKAI, HENRY	17-04-211-033-1066	43 EISENDRATH	50.00
SALENGER, JACK	14-28-200-004-1104	44 HANSEN	50.00
SALERNO, ANN R.	13-15-411-028-1005	45 LEVAR	50.00
SALTER, JAMES	20-11-206-058-0000	04 PRECKWINKLE	50.00
SANDWITZ, STANLEY C.	17-03-208-021-1101	42 MATARUS	50.00
SAMPSON, LILLIAN	17-10-400-012-0000	01 MAZOLA	50.00
SANFORD, EDMONIA	20-34-413-024-0000	06 STEELE	50.00
SARANDREA, MARIA T.	14-08-203-001-0000	48 SMITH	50.00
SATIN, NAZEL ETTA	14-08-408-029-0000	48 SMITH	50.00
SAYAD, VIRGINIA	11-30-307-213-1017	50 STONE	50.00
SCHAPPERT, MARY H.	14-06-219-013-0000	40 O'CONNOR	50.00
SCHWEIN, KALMAN & BETTY	14-05-407-015-1081	48 SMITH	50.00
SCHIFF, LEON S.	14-08-203-001-0000	48 SMITH	50.00
SCHLICHTER, ESTELLA D.	11-32-200-034-1014	49 MOORE	50.00
SCHMIDT, DOROTHY	14-05-403-021-1182	48 SMITH	50.00
SCHMIDT, HEINZ G.	13-08-313-019-1029	45 LEVAR	50.00
SCHNEIDER, BETTY J.	20-13-103-007-0000	05 BLOOM	50.00
SCHNEIDER, CAROLINE	13-06-110-050-1048	41 DOHERTY	50.00
SCHNEIDER, JULIA	14-06-116-049-0000	40 O'CONNOR	50.00
SCHNEIDER, REGINA	10-36-120-003-1170	50 STONE	50.00
SCHUBERT, MOLLIE E.	14-08-408-029-0000	48 SMITH	50.00
SCHULTZ, BENJAMIN	20-12-106-005-0000	04 PRECKWINKLE	50.00
SCHWAB, ELLA	14-06-214-017-0000	40 O'CONNOR	50.00
SCHWARTZ, ARTHUR	17-03-103-028-1212	43 EISENDRATH	50.00
SCHWARTZ, DAVID A.	20-13-103-009-0000	05 BLOOM	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
SCHWARTZ, EDITH W.	14-08-203-017-1314	48 SMITH	50.00
SCHWARTZ, LILLIAN L.	20-12-101-024-1034	04 PRECKWINKLE	50.00
SEAPES, LILLIAN	20-34-413-024-0000	06 STEELE	50.00
SEBWIN, EDWARD	25-19-300-044-1012	19 RUGAI	50.00
SEIDMAN, EVELYN	20-13-103-009-0000	05 BLOOM	50.00
SEIDMAN, GOLDIE	14-21-306-038-1020	44 HANSEN	50.00
SHABEL, FLORENCE	13-31-107-024-1087	36 BANKS	50.00
SHAPIRO, GERALD	10-36-118-005-1048	50 STONE	50.00
SHAPIRO, JACK	14-21-112-010-0000	46 SHILLER	50.00
SNAY, JACQUELINE K.	14-28-103-055-1021	44 HANSEN	50.00
SHEPNER, ALAN & DEBORAH	20-13-103-009-0000	05 BLOOM	50.00
SHELLON, VIVIAN	20-13-103-007-0000	05 BLOOM	50.00
SHERIDAN, EILEEN C.	14-08-203-001-0000	48 SMITH	50.00
SHOGER, SHIRLEY	10-36-118-005-1094	50 STONE	50.00
SHORTINO, MARION R.	13-08-310-062-1016	45 LEVAR	50.00
SIDNEY, MONTMARCEE E.	20-12-106-005-0000	04 PRECKWINKLE	50.00
SIHLER, FRANZ	13-08-313-018-1007	45 LEVAR	50.00
SIMMONS, CHARLOTTE M.	20-11-206-058-0000	04 PRECKWINKLE	50.00
SIMS, LOUISE	20-34-413-024-0000	06 STEELE	50.00
SIMPSON, HAROLD N.	14-08-203-001-0000	48 SMITH	50.00
SINGER, KENNETH	14-05-403-021-1110	48 SMITH	50.00
SIPIDRA, FRED J.	14-21-111-007-1420	46 SHILLER	50.00
SLOAN, JOHN S.	17-34-106-032-1023	02 HAITHCOCK	50.00
SMALL, CECILIE, T.	14-05-203-011-1299	49 MOORE	50.00
SMITH, ANNE V.	20-11-206-058-0000	04 PRECKWINKLE	50.00
SMITH, BERNICE E.	9-36-109-033-1002	41 DOHERTY	50.00
SMITH, FRED	20-34-413-024-0000	06 STEELE	50.00
SMITH, HYNES & ETHEL B.	20-34-413-024-0000	06 STEELE	50.00
SMITH, LUCINDA	20-11-206-058-0000	04 PRECKWINKLE	50.00
SMITH, MARION	14-08-203-001-0000	48 SMITH	50.00
SMITH, PLEAS	12-12-202-087-1006	41 DOHERTY	50.00
SMITH, WILLIAM	20-21-426-046-0000	06 STEELE	50.00
SHOGOLSKI, ERVIN R.	13-08-313-019-1027	45 LEVAR	50.00
SMOLLER, IRENE M.	14-08-203-001-0000	48 SMITH	50.00
SNEED, EDWARD J.	17-34-106-032-1010	02 HAITHCOCK	50.00
SMITOVSKY, FLORENCE	13-12-214-043-0000	40 O'CONNOR	50.00
SNYDER, DOROTHY F.	17-16-419-004-1098	01 HAZOLA	50.00
SOLK, MINETTE	14-05-407-017-1090	48 SMITH	50.00
SOROCK, FRIEDA	14-28-202-016-1049	44 HANSEN	50.00
SPALLINO, CELIA J.	13-08-313-019-1015	45 LEVAR	50.00
SPANITZ, MARGARET	14-06-223-026-1030	50 STONE	50.00
SPARRO, BENJAMIN	20-14-216-002-0000	05 BLOOM	50.00
SPARKS, DOROTHY E.	14-08-203-001-0000	48 SMITH	50.00
SPEER, CATHERINE B.	12-12-202-085-1006	41 DOHERTY	50.00
SPIEGEL, JACK & RUTH	14-28-200-003-1060	44 HANSEN	50.00
SPIER, WILLIAM	14-28-200-004-1148	44 HANSEN	50.00
STAMBUUGH, ROY W.	13-31-118-040-1021	36 BANKS	50.00
STANTON, CATHERINE M.	14-08-203-001-0000	48 SMITH	50.00
STARK, LEONARD W.	17-03-228-024-1053	42 NATARUS	50.00
STARO, VICTORIA J.	20-11-206-058-0000	04 PRECKWINKLE	50.00
STEDMAN KATHRYN	14-08-203-001-0000	48 SMITH	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
STEIN, NATHAN P.	14-08-203-001-0000	48 SMITH	50.00
STEIN, RUTH E.	17-03-114-003-1126	42 NATARUS	50.00
STELMACH, LOUIS & RITA	13-06-221-033-1005	41 DOHERTY	50.00
STERN, JACK & MILDRED	20-12-108-039-1120	04 PRECKWINKLE	50.00
STERN, SHEPARD	17-03-208-021-1061	42 NATARUS	50.00
STETSON, EVERETT C.	14-08-203-001-0000	48 SMITH	50.00
STEWART, HELEN	20-34-413-024-0000	06 STEELE	50.00
STINGLEY, KEITH	12-11-115-022-1009	41 DOHERTY	50.00
STOKLOSA, HELEN	19-20-202-046-1002	13 MADRZYK	50.00
STOLLER LILLIAN A.	14-08-408-029-0000	48 SMITH	50.00
STONE, LESTER	14-21-112-010-0000	46 SKILLER	50.00
STRAUSS SARA	14-08-408-029-0000	48 SMITH	50.00
STROH, EDWARD	14-05-202-019-1104	49 MOORE	50.00
STROMMIER, ELLEN E.	13-15-411-026-1014	45 LEVAR	50.00
STROMS, JAMES B.	20-12-114-054-1072	05 BLOOM	50.00
SUCH, JOSEPH M.	13-16-117-042-1016	45 LEVAR	50.00
SULLIVAN, NORMAN D.	13-15-412-027-1007	45 LEVAR	50.00
SUMMERS, GEORGIA	20-11-206-058-0000	04 PRECKWINKLE	50.00
SUTHERLAND, ZENA B.	20-14-210-041-1001	05 BLOOM	50.00
SUTTON, SARAH	14-20-214-018-0000	46 SKILLER	50.00
SWEENEY, MARGARET M.	13-06-221-033-1009	41 DOHERTY	50.00
SWEENEY, NORA	13-09-328-064-1003	45 LEVAR	50.00
SYLVESTER, ROSE G.	13-08-310-062-1007	45 LEVAR	50.00
SZUCHMART, ZBIGNIEW	13-09-328-059-1007	45 LEVAR	50.00
SZYBONSKI, JULIUS	14-08-203-001-0000	48 SMITH	50.00
TAKAKI, NOBUKO	20-11-206-058-0000	04 PRECKWINKLE	50.00
TALBOT, DONALD L.	17-16-424-004-1110	01 MAZOLA	50.00
TALERICO, JAMES V	13-31-107-024-1054	36 BANKS	50.00
TARGOSZ, STELLAHN	13-08-313-018-1010	45 LEVAR	50.00
TARJAN CONSTANCE R.	14-08-203-001-0000	48 SMITH	50.00
TATE, BEUNETTA	20-34-413-024-0000	06 STEELE	50.00
TATE, MARY	25-02-103-045-1003	08 DIXON	50.00
TAWOLACCI, FRANCES	12-11-310-071-1019	41 DOHERTY	50.00
TAYLOR, CHESSIE	20-22-300-020-0000	20 TROUTMAN	50.00
TAYLOR, MARY L.	20-24-404-027-1019	05 BLOOM	50.00
TENENBAUM, JOSEPH	13-01-328-054-0000	40 O'CONNOR	50.00
TENNISWOOD, MARY	14-21-101-034-1028	46 SKILLER	50.00
THOMAS, INEZ L.	14-08-203-001-0000	48 SMITH	50.00
THOMPSON, ALBERTA	20-21-426-046-0000	06 STEELE	50.00
THOMPSON, IRENE	20-21-426-046-0000	06 STEELE	50.00
THORNTON, DELLA	14-20-214-018-0000	46 SKILLER	50.00
THORNTON, JAMES D.	17-04-216-064-1468	42 NATARUS	50.00
THURMAN, WILLIE M.	20-11-206-058-0000	04 PRECKWINKLE	50.00
TICKNER, RUTH W.	20-12-100-003-1496	04 PRECKWINKLE	50.00
TILLMAN, ORA	20-34-413-024-0000	06 STEELE	50.00
TILSON, GAIL H.	13-31-124-050-1005	36 BANKS	50.00
TINLIN VALERIE	14-08-203-001-0000	48 SMITH	50.00
TOPEL, WILLIAM E.	17-03-111-009-1045	42 NATARUS	50.00
TREBER, SHIRLEY S.	14-05-403-021-1190	48 SMITH	50.00
TUNNO, KATIE A.	12-11-310-071-1061	41 DOHERTY	50.00
TUTEAR, CHARLES	11-32-121-008-0000	49 MOORE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
UDROW, WILLIAM	14-29-130-013-0000	44 HANSEN	50.00
ULREY, ELIZABETH	11-32-121-008-0000	49 MOORE	50.00
URSIN, ANN	13-17-107-194-1027	38 ALLEN	50.00
VACURA, SIGMUND	12-25-210-020-0000	36 BANKS	50.00
VANCE, FLORENCE	20-34-413-024-0000	06 STEELE	50.00
VANDENMARK, JEAN S.	14-08-203-001-0000	48 SMITH	50.00
VARGAS, GLORIA G.	14-08-203-017-1372	48 SMITH	50.00
VERDITTI, ANGELO	9-34-112-029-1001	41 DOHERTY	50.00
VINCENT, GERALDINE E.	17-34-104-032-1011	02 HATHCOCK	50.00
VINING, CHARITY	20-23-110-029-0000	05 BLOOM	50.00
VITOUS, IRENE H.	13-08-313-019-1019	45 LEVAR	50.00
VONDRUSKA, THEODORA	13-31-118-039-1010	36 BANKS	50.00
WACHMAN, AARON	14-08-203-016-1133	48 SMITH	50.00
WADE, JOHNNIE	20-34-413-024-0000	06 STEELE	50.00
WALKER, JOHN H.	20-23-410-027-0000	20 TROUTMAN	50.00
WALLACE, RITA D.	20-22-303-015-0000	20 TROUTMAN	50.00
WALSH, JAMES J.	10-31-208-046-1006	41 DOHERTY	50.00
WALTER GLADYS E.	14-08-203-001-0000	48 SMITH	50.00
WALTON, IDA	20-11-305-016-1015	04 PRECKWINKLE	50.00
WARDING, SYBIL E.	20-12-101-024-1058	04 PRECKWINKLE	50.00
WARSHAWSKY, ROY	17-03-208-005-0000	42 NATARUS	50.00
WASHINGTON, CHARLES	20-11-204-058-0000	04 PRECKWINKLE	50.00
WASHINGTON, GLORIA H.	20-11-204-058-0000	04 PRECKWINKLE	50.00
WASHINGTON, MELLOWNEE	20-34-413-024-0000	06 STEELE	50.00
WATSON, JOSEPHINE K.	20-11-204-058-0000	04 PRECKWINKLE	50.00
WATTS, ROBERTA	20-34-413-024-0000	06 STEELE	50.00
WAXMAN, LED & HONEY	17-03-111-003-1049	42 NATARUS	50.00
WECHSLER, LEONARD	14-28-200-004-1190	44 HANSEN	50.00
WEINER, PAUL	20-14-208-003-0000	05 BLOOM	50.00
WEINSTEIN, ETHEL F.	14-05-203-011-1039	49 MOORE	50.00
WEINSTEIN, SEYMOUR	20-12-104-005-0000	04 PRECKWINKLE	50.00
WEIS, RICHARD D	17-10-400-012-1927	01 MAZOLA	50.00
WEISS, LED	17-10-200-045-1089	42 NATARUS	50.00
WERNER, STEPHANY	14-05-403-021-1071	48 SMITH	50.00
WEST MARION U.	14-08-203-001-0000	48 SMITH	50.00
WEST, DOROTHY	20-34-413-024-0000	06 STEELE	50.00
WHEATLEY, GERTRUDE	20-34-413-024-0000	06 STEELE	50.00
WHITTLE, WILLIAM R.	14-08-203-001-0000	48 SMITH	50.00
WILCOX, ROSELLA F.	14-08-203-001-0000	48 SMITH	50.00
WILEMS, LENA	14-16-301-041-1808	46 SHILLER	50.00
WILLIAMS, ALVA	20-34-413-024-0000	06 STEELE	50.00
WILLIAMS, ANNE G.	17-03-103-028-1047	43 EISENBARTH	50.00
WILLIAMS, ELIZABETH A.	14-08-203-001-1373	48 SMITH	50.00
WILLIAMS, GEORGE W.	17-16-424-005-1027	01 MAZOLA	50.00
WILLIAMS, RACHEL	20-13-103-009-0000	05 BLOOM	50.00
WILLIAMS, VELMA D.	11-32-200-034-1012	49 MOORE	50.00
WILLIAMSON, AUGUSTA	20-11-204-058-0000	04 PRECKWINKLE	50.00
WILLIAMS, WILLIAM D.	14-08-203-001-0000	48 SMITH	50.00
WILSON, CARL & LOUISE	20-12-100-003-1508	04 PRECKWINKLE	50.00
WILSON, ESTELLE H.	19-15-230-070-0000	13 MADZYK	50.00
WILSON, HELEN	14-21-111-007-1584	46 SHILLER	50.00

8/4/93

REPORTS OF COMMITTEES

36433

 COMMITTEE ON FINANCE
 SMALL CLAIMS, CITY OF CHICAGO
 SEMI REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
WILSON, MATTIE	20-34-413-024-0000	06 STEELE	50.00
WINEBURGH, LEONARD	17-03-111-009-1024	42 NATARUS	50.00
WINGLOW, ALFRED A.	20-14-202-076-1144	04 PRECKWINKLE	50.00
WIRSZUP, IZAAK	20-14-215-028-0000	05 BLOOM	50.00
WISTHOFF, EDNA E.	14-05-403-021-1147	48 SMITH	50.00
WOLFF, DOROTHY	14-05-203-011-1074	49 MOORE	50.00
WOLLENBERGER, RUTH	20-14-202-076-1190	04 PRECKWINKLE	50.00
WONDERS, FLORENCE V.	14-05-407-015-1023	48 SMITH	50.00
WOOD, CHARLES P.	14-28-118-027-0000	44 HANSEN	50.00
WOODLEY, NELSON	20-11-303-023-1001	04 PRECKWINKLE	50.00
WOOLPY, ROSE	20-12-100-003-1016	04 PRECKWINKLE	50.00
YAMAGAKI, YUKIO	13-16-117-042-1005	45 LEVAR	50.00
YANCY, ELOISE	20-11-206-058-0000	04 PRECKWINKLE	50.00
YEAGER, ALVIN I.	17-03-103-028-1029	43 EISENDRATH	50.00
YODER, HELEN K.	14-08-203-001-1373	48 SMITH	50.00
ZABEL, MARION C.	9-36-108-058-1004	41 DOHERTY	50.00
ZANCO, LOIS F.	13-08-313-019-1020	45 LEVAR	50.00
ZAPPALA, JOSEPH A.	14-05-211-021-1036	48 SMITH	50.00
ZAREX, ROBERT E.	14-21-111-007-1691	46 SKILLER	50.00
ZARENSKI, MORRIS	13-12-213-003-0000	40 O'CONNOR	50.00
ZILKA, JULIA	13-16-117-042-1018	45 LEVAR	50.00
ZIMLER, HARRY	11-31-303-024-0000	50 STONE	50.00
ZINOS, WILLIAM J.	9-36-109-033-1005	41 DOHERTY	50.00
ZITELLA, AGNES E.	13-15-411-028-1012	45 LEVAR	50.00
ZWIER, BERNICE	13-20-105-051-1003	38 ALLEN	50.00
		* TOTAL AMOUNT	49,700.00

(Continued from page 36413)

Blalock, Juanita

AMICA Mutual Ins. Co. and Brian Block

American Ambassador Cas. Co. and Johnny Bruce, Jr.

Burleson, Bobby

Campbell, Robert and Joan

Carlson, Patricia T.

Carpenter, Matilda

Carrero, Violet Mary

Casis, Myra

Chambliss, Jean Alice

Chang, Edward

Cobble, Raymond

Collazo, Nancy

Crespo, Anibal

American Family Insurance and Irving Doucet

Ehrhard, William

State Farm Insurance Co. and Hany Eskander

Gant, James A.

Gerling, James

Gil, Martha Elena

Gilberto, Frank Paul

Chubb Group and Hilliard Graham

Merit Ins. Co. and Kelley Green (2)

Gregory, Anthony Cordell

Hall, Rose Mary

American Recovery Systems, Inc. and Walter Hall

Halsted and 59th Currency Exchange

Hankerson, Cherry Trinette

Harris, Lorraine

Hayes, Clara

Hemmans, Douglas D.

Jones, Juanita M.

Kanelopoulos, Vasilios

Karoff, Karla B.

Keith, Jeannette

Kopplin, Michael J.

Koziel, Krystayna

Kuma, Victor

Kyrias, Stephen Mark

Universal Casualty Co. and Luster Bell Lindsey

Marchman, Timothy

Martinez, Martha S.

Meany, Brian

Mitchell, Nicholas

Moore, Diane

Mosley, Janice D.

Murray, Brian

Myers, David

Allstate Insurance Co. and Jose Navarro

Papazian, Lousin

Payless Shoe Source Corporation

Peart, Norman A.

The People Gas Light and Coke Co. (8)

Phillips, Wilma

Presidential Car Rental Ltd.

Radejevic, Rade

Rankin, Gloria

Saint Anselm Parish

Sayad, Leonard

Allstate Insurance Company and Bettye Smith

State Farm Insurance and Donna Smith

Spencer, Mary Katherine

Stewart, Vernita

Talor, Ernest

Toomey, William E.

Troutman, James

United States Postal Service

Unlimited Investigation

West Bend Mutual Ins. Co. and Amanda Vogt

American Ambassador Casualty and Marek Walilko

Allstate Insurance Co. and Hong Sen Wang

Washington, Bruce

Washington, James and Andria

Wells, Roy Lester

White, Otis Lee

Country Mutual Ins. Co. and Jeffery and Sherry Zalay,

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

*Do Not Pass -- VARIOUS CONDOMINIUM
REFUSE REBATE CLAIMS.*

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which was referred on May 5, 1991 and on subsequent dates, sundry claims as follows:

Name	Type	Amount	Ward
801 South Plymouth Court Condo	Semi-Annual 1991	\$ ---	01
3100 Martin Luther King Condo Assn.	Semi-Annual 1991	900.00	02
Hyde Park Place Condo Assn.	Annual 1990	960.00	04
5100 Hyde Park Condo Assn.	Annual 1990	3,248.00	04
Coastland Apartments	Annual 1990	1,744.00	05
5624 -- 5626 Dorchester Condo	Annual 1990	868.00	05
5431 -- 5433 South Hyde Park Condo	Annual 1985	828.00	05

Name	Type	Amount	Ward
Vista Homes Building Corp.	Annual 1990	\$ ---	05
5756 -- 5758 Blackstone Condo, Inc.	Annual 1990	623.00	05
5756 -- 5758 Blackstone Condo, Inc.	Annual 1991	798.00	05
5701 -- 5707 South Blackstone Condo, Inc.	Annual 1990	1,288.00	05
Blackstone & 57th Street Condo	Annual 1991	1,368.00	05
Lake Edge Co-op Apartments, Inc.	Annual 1990	1,213.00	07
Wilshire Condo Assn.	Annual 1991	2,080.00	18
Kimbark Avenue Building Corp.	Annual 1987	1,140.00	20
Kimbark Avenue Building Corp.	Annual 1988	1,320.00	20
Kimbark Avenue Building Corp.	Annual 1989	1,390.00	20
Kimbark Avenue Building Corp.	Annual 1990	1,512.00	20
Kimbark Avenue Building Corp.	Annual 1991	1,584.00	20
Lane Park Condo Assn.	Annual 1991	---	23
Garbaldi Square on the Park Condo Assn.	Semi-Annual 1990	832.69	27
Pine Courts Condo Assn.	Annual 1990	---	29

Name	Type	Amount	Ward
2944 North Laramie Building	Annual 1989	\$ 606.00	30
2029 West Pierce Assn.	Annual 1990	---	32
2029 West Pierce Assn.	Annual 1991	---	32
Cortez Condo Assn.	Annual 1991	---	32
1633 West Thome Condo Assn.	Annual 1991	---	40
5445 -- 5455 North California Condo Assn.	Annual 1991	1,168.00	40
Wilson Court Condo Assn.	Annual 1991	2,189.00	45
Windsor Long Condo Assn.	Semi-Annual 1991	996.00	45
Jefferson Square Condo Assn.	Annual 1990	---	45
Jefferson Square Condo Assn.	Annual 1991	1,896.00	45
Clarendon Court Condo Assn.	Annual 1989	---	46
Parkside on Clarendon	Annual 1990	2,938.00	46
Bittersweet Condo Assn.	Annual 1990	764.00	46
700 Cornelia Condo Assn.	Annual 1990	---	46
Winnemac-Wolcott Condo Assn.	Annual 1991	1,665.52	47

8/4/93

REPORTS OF COMMITTEES

36441

Name	Type	Amount	Ward
Leland Court Condo Assn.	Annual 1990	\$ ---	47
Wilson Paulina Co-op Assn.	Annual 1991	3,156.00	47
Argmore Estates	Annual 1990	1,039.60	48
Rosedale Condo Assn.	Annual 1991	600.00	48
Thorndale East Condo Assn.	Annual 1990	---	48
1248 -- 1252 Thorndale Condo Assn.	Annual 1989	---	48
7935 -- 7941 South State Street Condo Assn.	Annual 1990	630.00	48
4826 North Kenmore Condo Assn.	Semi-Annual 1991	623.50	48
5445 Edgewater Condo Assn.	Semi-Annual 1991	7,650.00	48
Carmen Walk Condo Assn.	Annual 1991	870.00	48
900 -- 902 West Margate Terr. Condo Assn.	Annual 1990	1,292.00	48
Carmen Park Condo Assn.	Annual 1991	816.00	48
Chase on the Lake	Annual 1991	3,660.00	49
Dover Manor Condo Assn.	Semi-Annual 1991	---	49
1100 --1102 Columbia Condo Assn.	Annual 1989	---	49

Name	Type	Amount	Ward
1100 --1102 Columbia Condo Assn.	Annual 1990	\$ ---	49
Mozart Terrace Condo Assn.	Annual 1991	1165.00	50

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, Sewer Rebate Division, to which was referred on July 14, 1993 and on subsequent dates, sundry claims as follows:

Benensohn, Cecelia W.

Goldstein, Harold

Weinberg, Glen,

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The Committee on Finance submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four applications for City of Chicago charitable solicitation (tag day) permits:

- A. Vietnam Veterans of America Chapter 209
October 9, 1993 -- citywide;
- B. Care for Real
September 24, 1993 -- citywide;
- C. Lions of Illinois Foundation
October 7 and 8, 1993 -- citywide; and
- D. Veterans Poppy Day Association
May 26 and 27, 1994 -- citywide,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed applications transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Action Deferred -- AMENDMENT OF TITLE 4, CHAPTER 236, SECTION
020 OF MUNICIPAL CODE OF CHICAGO BY EXEMPTING
MOTOR VEHICLES PARKED IN PUBLIC TRANSIT
PARKING LOTS FROM PARKING LOT
AND GARAGE OPERATIONS
TAX.

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

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance concerning the municipal parking lot tax and METRA parking lots, 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.

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

WHEREAS, Certain public transportation agencies operate parking lots and garages in the city for the convenience of persons who drive their automobiles to a station or terminal, park, and then ride public transportation; and

WHEREAS, It is in the public interest to encourage citizens to park in these lots and garages and then use public transportation; now, therefore,

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

SECTION 1. Chapter 4-236 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-236-020

* * * * *

(d) The tax imposed by this chapter shall not apply to the privilege of parking a motor vehicle in a parking lot or garage owned or operated by a transit or transportation agency or authority that provides public transportation, provided that the charge or fee imposed for the privilege of parking does not exceed two dollars for a 24-hour period or less, or ten dollars for a weekly period, or forty dollars for a monthly period.

[(d)] *(e) The tax [herein levied] imposed by this chapter shall be paid in addition to any and all other taxes. It shall be the duty of the operator of every parking lot or garage to secure [said] the tax from the recipient of the parking privilege and to [pay over to] remit the tax to the Department [Director] of Revenue [said tax] under procedures prescribed by the Director of Revenue [, and] or as otherwise provided in this chapter.*

[(e)] *(f) Every person required to collect the tax [levied] imposed by this chapter shall secure [said] the tax from the recipient at the time [he collects] the price, charge or rent to which it applies is collected. If the recipient is given any invoice, receipt or other statement [or memorandum] of [said] the price, charge or rent paid or payable, the tax shall be stated, charged and shown separately on [said documents] the document.*

[(f)] *(g) Hospitals shall be exempt from the collection of any tax from their employees as provided for in this chapter [Chapter 4-224 of the Municipal Code of the City of Chicago].*

SECTION 2. This ordinance shall take effect upon passage.

COMMITTEE ON AVIATION.

**AUTHORIZATION FOR EXECUTION OF LICENSE AGREEMENTS
WITH AIRLINES FOR USE OF CITY-OWNED BAGGAGE
CLAIM DEVICES AND ASSOCIATED STORAGE
AREAS AT CHICAGO MIDWAY AIRPORT.**

The Committee on Aviation submitted the following report:

CHICAGO, July 29, 1993.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance from the Department of Aviation 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, begs leave to recommend that Your Honorable Body *Pass* the substitute 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 substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("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 Midway 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 owns two baggage claim devices and associated storage areas associated with such devices at the Airport (collectively "Equipment"); and

WHEREAS, City desires to permit airlines to use such Equipment subject to certain terms and conditions set forth in the License Agreement attached hereto; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute and the City Clerk to attest, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, a License Agreement, in substantially the form attached hereto as Exhibit 1 with such airlines as the Commissioner of the Department of Aviation ("Commissioner") shall designate in writing to such officers of the City.

SECTION 3. The Commissioner is further authorized to take such actions as may be reasonably necessary to implement this ordinance, subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality.

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

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

License Agreement.

This license agreement ("License") is made and entered into this ____ day of _____, _____, by and between the City of Chicago, acting through its Department of Aviation ("City"), and _____, a _____ ("Airline").

Recitals.

Whereas, City owns and operates an airport known as Chicago Midway 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, Airline desires to use certain baggage claim devices ("Equipment") and the associated storage areas ("Storage Areas") at the Airport which are owned by the City, as more specifically identified on (Sub)Exhibit 1, attached hereto and incorporated by reference herein ("Facilities"); and

Whereas, City is willing to permit the use of such Facilities, subject to certain terms and conditions;

Now, Therefore, In consideration of the promises and of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

Article I.

Incorporation Of Recitals.

1.01 Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article II.

Facilities.

2.01 Use Of Facilities.

a. City hereby grants, and Airline hereby accepts, a License for the non-exclusive use of the Equipment, subject to the terms and conditions of this License, and to all applicable federal, state, and local laws, regulations, rules, codes, ordinances and executive orders.

City shall designate the usage of such Equipment and shall resolve all disputes among the various airlines involving the usage of such Equipment.

b. City hereby grants, and Airline hereby accepts, a License for the use of a Storage Area, as designated by the Commissioner of the Department of Aviation ("Commissioner"), subject to the terms and conditions of this License, and to all applicable federal, state, and local laws, regulations, rules, codes, ordinances, and executive orders.

2.02 Access.

Airline shall have ready and convenient access to the Facilities, subject to the rules and regulations of the Airport, including, but not limited to, the security and safety rules of the F.A.A. and City. The License is subject to a reservation of rights by City for access to the Facilities for maintenance, repair, and inspection. City shall give Airline reasonable notice prior to its exercise of such right.

2.03 Present Condition Of The Facilities.

Airline, By The Execution Of This License, Accepts The Facilities In An "As-Is" Condition. City Makes No Warranty, Either Express Or Implied, As To The Condition Of The Facilities Or That The Facilities Will Be Suitable For Airline's Purposes Or Needs.

2.04 Operations.

Airline shall be responsible for any and all charges incurred in connection with its operations. Airline shall further restore and replace any property damaged as a result of Airline's operations. Airline shall conduct its operations in a clean, sanitary, and safe manner, and shall be responsible for any maintenance which is a result of Airline's operations.

2.05 Signage.

Airline is permitted to post one (1) sign on the wall behind the equipment on which it is operating. All signs must be in compliance with any pertinent standards which have been promulgated by City. Any signs not in compliance with pertinent standards may be removed by City at the sole expense of Airline.

2.06 Non-Assignment.

This License is personal and is granted solely to Airline and solely for the purposes stated herein. Airline shall not assign this License to any other party without the written consent of the Commissioner. Any attempted assignment without such consent shall be void and without effect as to the City.

Article III.

Duration Of License.

3.01 Duration Of License.

The License is revocable at will by the Commissioner, with or without cause, provided the Commissioner first gives Airline thirty (30) days written notice in accordance with the terms and conditions hereof; provided, however, that the term of this License shall be for no more than three (3) years.

3.02 Cessation Of Use.

Airline shall provide City with written notice no less than thirty (30) days prior to its cessation of use of the Facilities.

Article IV.

Payment Of License Fees.

4.01 Basis Of Payment.

Airline shall pay the City an amount as determined by the City using a

joint use formula as follows: 20% of the City's costs of operating such Equipment shall be shared equally among all airlines using the Equipment and 80% of the City's cost of operating such Equipment shall be divided among all airlines using the Equipment based on each airline's actual use of the Equipment. Airline shall be responsible to pay the amount determined by the City from date Airline commences usage of the Equipment.

4.02 Place Of Payment And Late Fees.

(a) All amounts due from Airline hereunder shall be paid to the City at the Office of the City's Comptroller or at such other place as may be hereafter designated by the City's Comptroller.

(b) The City may charge for any amount which is not paid within five (5) days of when due and, if appropriate, invoiced, shall bear interest from its due date at a rate 3% higher than the "corporate base rate" of interest announced from time to time by the largest commercial bank in the City, at any time such bank does not announce such a rate, the rate of interest shall be that charged by such bank to its most creditworthy customers.

(c) Notwithstanding the foregoing, Airline shall not abate, suspend, postpone, set-off, or discontinue any payments of fees payable hereunder.

4.03 Security Deposit.

Airline shall provide to City a security deposit equal to three months costs to use the Facilities as estimated by the City in such form as requested by the Commissioner.

Article V.

Indemnity And Insurance.

5.01 Indemnity.

Airline agrees to indemnify, defend, save, and hold City fully harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and expert's fees) arising from, related to, or caused by Airline's use of, or occupancy of, or operations at the Airport; provided, however, that Airline shall not be liable

solely and to the extent any injury, damage or loss is caused by the gross negligence of City, its agents, officials or employees.

5.02 Insurance.

Airline agrees to provide the insurance coverage as set forth in (Sub)Exhibit 2, attached hereto and incorporated by reference herein.

Article VI.

Compliance.

6.01 Compliance With All Laws.

Airline shall, and shall cause any contractors to, observe and comply with and pay all taxes and obtain all licenses, certificates and other authorizations required by, all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, including, but not limited to, those set forth below. Airline agrees to make a part of and incorporate into this License, by reference or by setting forth at length, at the option of the City, any and all statutes, rules and regulations required pursuant thereto which may now or hereafter be required by any federal, state, county, and municipal agency. Further, Airline shall execute and shall cause any contractors to execute, a Contractor's Affidavit in the form attached hereto as (Sub)Exhibit 3.

Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations and rules, pertaining to or promulgated pursuant to such statute or law, and (iii) all future statutes, laws, regulations, rules, and executive orders pertaining to the same or similar subject matter.

a. Nondiscrimination.

1. Federal Requirements.

It shall be an unlawful employment practice for Airline (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or

privileges of his employment, because of such individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) to limit, segregate, or classify his 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/disability, or national origin.

Airline shall comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. 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, 42 U.S.C.; and 41 C.F.R. Part 60, et seq. (1990).

2. State Requirements.

Airline shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., 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, 775 ILCS 10/0.01, et seq. (1990), as amended.

3. Municipal Code Requirements.

Airline shall comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010, et seq. of the Chicago Municipal Code (1990), 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.

b. Ethics.

No officer, agent or employee of City is employed by Airline or has a financial interest directly or indirectly in this License or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156); and that no payment, gratuity or offer of employment shall be made in connection with this License by or on behalf of any contractors or anyone associated therewith, as an inducement for the award of a subcontract or order; and Airline further acknowledges that any License entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

c. Ineligibility.

Airline and, to the best of its knowledge, its contractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E, as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1.

d. Inspector General.

Airline shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Airline understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All contracts shall inform contractors of the provision and require understanding and compliance herewith.

e. MacBride Ordinance.

City, 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 Airline conducts any business operations in Northern Ireland, it is hereby required that 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).

f. 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 the City under the License or permitted at law or in equity, the City shall be entitled to set-off a portion of any amounts due Airline hereunder 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 the 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 the City for which the period granted for payment has expired.

2. Notwithstanding the provisions of subsection 1 above, no such Debt or outstanding parking violation complaint shall be offset from the compensation hereunder if one or more of the following conditions are met:

- (1) 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 the City and Airline is in compliance with the agreement; or
- (2) Airline is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (3) Airline has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

g. Security Act.

This License is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604), 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 Airline, or any individual employed by Airline, has (i) unescorted access to aircraft located on or at the City's airports; (ii) unescorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, Airline shall be subject to, and further shall conduct with respect to its contractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration and the City may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Act, Airline 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. Finally, in the event this License involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the City's airports, Airline shall, notwithstanding anything contained in the License, at no additional cost to the City, perform such work in compliance with those guidelines developed by the City and the Federal Aviation Administration with the objective of maximum security enhancement.

h. Anti-Apartheid.

In the event Airline enters into a contract with a non-airline party to provide services in connection with the Facilities, such contractor shall comply with the City's Anti-Apartheid Ordinance, the Contractor understands and acknowledges that the City may declare a default and terminate all existing contracts with the Contractor if the Contractor violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (i) a violation of the certifications contained in the Contractor's Affidavit; (ii) the concealment of an existing contractual relationship or entering into a contractual relationship with (a) South Africa, (b) a South African business, or (c) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa; and (iii) the sale to the City of goods principally manufactured, produced, assembled, grown or mined in South Africa. This right of termination is supplemental to any other remedy which the City may have under this Agreement, at law or in equity, and shall entitle the City to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy for violation of the Anti-Apartheid Ordinance.

Further, the Contractor 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 more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

6.02 Compliance With All 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 not be 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) Upon written request of Airline, City shall supply Airline with a copy of City's current Airport rules and regulations.

(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.

Article VII.

Notices.

7.01 Notices.

Any notice required pursuant to this License shall be mailed, telexed, telecopied or personally delivered to the respective parties at the following address:

If To City:

If To Airline:

Except as otherwise expressly provided hereunder, any notice or communication under this License shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or otherwise), five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if sent by telex or telecopy, the earlier of (i) actual receipt by addressee and (ii) twenty-four (24) hours after confirmation of transmission.

Article VIII.

General Conditions.

8.01 Applicable Law.

This License shall be deemed to have been granted in, and shall be construed in accordance with, the laws of the State of Illinois.

8.02 Severability.

If any provisions of this License 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 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 License shall not affect the remaining portions of this License or any part thereof.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this License, or

any part thereof, shall be valid unless in writing and signed by the authorized agent of Airline and by the Commissioner or his respective successors and assigns.

8.04 No Personal Liability.

No official, employee, or agent of the City shall be charged personally by Airline, its officials, employees, agents, or contractors with any liability or expenses of defense or be held personally liable to them under any term or provision of this License, or because of the City's execution or attempted execution, or because of any breach thereof.

8.05 Subordination.

This License shall be subordinate to any and all (i) agreements between the City and the Federal Aviation Administration and (ii) agreements for the use and lease of terminal facilities at the Airport between the City and various airlines.

8.06 Entire Agreement.

This License, 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 License that are not expressly addressed herein and therein.

Article IX.

Authority.

9.01 City's Authority.

This License is authorized by an Ordinance passed by City of Chicago City Council on _____ (pp. _____).

9.02 Airline's Authority.

Execution of this License 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 License, 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 parties have caused this License to be executed on the date first written above.

City:

Mayor

City Clerk

Commissioner,
Department of Aviation

Comptroller

Approved As To Form And
Legality:

Corporation Counsel

Airline:

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Airline's Agent for Service of
Process:

[(Sub)Exhibits 1 and 2 referred to in this License Agreement
unavailable at time of printing.]

(Sub)Exhibit 3 attached to this License Agreement reads as follows:

(Sub)Exhibit 3.

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Federal Employer I.D. Number: _____

or Social Security Number: _____

**Instructions: For Use With A Non-Bid 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.

The undersigned _____, as _____
(Name) (Title)
and on behalf of _____ ("Contractor") having been duly
(Business Name)

sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapters 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

- Bidder/Proposer is a Corporation Sole Proprietor
- (Check One): Partnership Not-for-Profit Corporation
- Joint Venture Other

Section 1.

For-Profit Corporations.

- 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 Title (Print or Type) (Print or Type)

Name Title (Print or Type) (Print or Type)

Four sets of horizontal lines for entering names and titles of officers and directors.

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.

Table with 3 columns: Name (Print or Type), Address, Ownership Interest. Includes four rows of horizontal lines for data entry.

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 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
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

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 [] 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 hold such interest:

Name(s) Of Principal(s) (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

Section 4.

*Land Trusts, Business 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.

Section 5.

Not-For-Profit Corporations.

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.

"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: _____
- 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: _____

*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. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of 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 Sections 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. _____ The 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. _____ The 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. _____ The 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 contract 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) and/or (B) below, please contact the Department of Purchases, Contracts and Supplies for the City of Chicago.

- A.() 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.() Further, no goods to be provided to the City by the Contractor or by any of its subcontractors under this 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.

V.

Certification Of Restriction On Lobbying.

- A. No federal 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 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 federal 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 nor more than \$100,000 for each such failure.

VI.

Certification Of Nonsegregated Facilities.

- 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.

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.

Signature of Authorized Officer

Name of Authorized Officer (Print
or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me this ____ day of _____, 19 __
by _____ (Name)
as _____
(Title) of _____ (Contractor).

Notary Public Signature

AUTHORIZATION FOR EXECUTION OF LICENSE AGREEMENTS
FOR SHORT-TERM USE OF SPACE AT CHICAGO
O'HARE INTERNATIONAL AIRPORT, CHICAGO
MIDWAY AIRPORT AND MERRILL C.
MEIGS FIELD.

The Committee on Aviation submitted the following report:

CHICAGO, July 29, 1993.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on July 14, 1993) from the Department of Aviation, authorizing the City to enter into agreements with parties for the short-term use of space at Chicago O'Hare International Airport, Midway Airport and Meigs Field, begs leave to report and recommend that Your Honorable Body do *Pass* said proposed 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("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 two airports known as Chicago O'Hare International Airport and Chicago Midway 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 further operates an airport known as Merrill C. Meigs Field (collectively, with the above named airports, "Airports"), and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, City, as the operator of the Airports, receives requests from persons to use space at the Airports for limited periods in order to perform work, services, or other activities directly and substantially related to the operation of the Airports; and

WHEREAS, City, desires to permit such persons to use space at the Airports, subject to certain terms and conditions, and to charge appropriate fees; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Mayor, 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 ("Commissioner") and subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, a License Agreement in substantially the form attached hereto as Exhibit 1 with any person which may be eligible for such License Agreement by reason of its selection pursuant to a competitive process; by reason of its performing utilities work on the Airports; or by reason of its performing work, services, or other activities directly and substantially related to the operation of the Airports.

SECTION 3. The Commissioner is authorized to take such actions, including the promulgation of standards, rules and regulations, for the use of such space, as may be reasonably necessary to implement this ordinance.

SECTION 4. The Commissioner is further authorized to impose, charge and collect appropriate fees for those privileges granted by the License Agreement, provided that such fees do not exceed the applicable signatory rates for the Airports.

SECTION 5. This ordinance shall not apply to concession agreements or to airline facilities leases and use agreements at the Airports.

SECTION 6. 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.

License Agreement.

This license agreement ("License") is made and entered into this ____ day of _____, _____, by and between the City of Chicago, acting through its Department of Aviation ("Licensor"), and _____, a _____ ("Licensee").

Recitals.

Whereas, Licensor operates an airport known as _____ ("Airport"), and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

Whereas, Licensee desires to use certain space at the Airport, more specifically identified on (Sub)Exhibit 1, attached hereto and incorporated by reference herein ("Premises"), for those purposes set forth on (Sub)Exhibit 2, attached hereto and incorporated by reference herein; and

Whereas, Licensor is willing to permit the use of such Premises, subject to certain terms and conditions;

Now, Therefore, In consideration of the promises and of the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

Article I.

Incorporation Of Recitals:

1.01 Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article II.

Premises.

2.01 Use Of Premises.

Licensor hereby grants, and Licensee hereby accepts, a License for the exclusive use of the Premises, subject to the terms and conditions of this License, and to all applicable federal, state, and local laws, regulations, rules, codes, ordinances, and executive orders, solely for those purposes set forth in (Sub)Exhibit 2 hereto and for no other purpose.

2.02 Access.

Licensee shall have ready and convenient access to the Premises, subject to the rules and regulations of the Airport, including, but not limited to, the security and safety rules of the F.A.A. and Licensor. The License is subject to a reservation of easement rights by Licensor for access to the Premises for maintenance, repair, and inspection. Licensor shall give Licensee reasonable notice prior to its exercise of such easement right.

2.03 Relocation.

If at any time before the expiration of this License, Licensor desires to change the location of the Premises, such relocation shall be at the expense

of Licensee. Licensor shall give notice to Licensee of Licensor's intent to relocate Licensee thirty (30) days prior to the effective date of the relocation. Such notice shall include a description of the new premises and the effective date of such relocation. The terms and conditions of this License shall apply to the new premises under such relocation and (Sub)Exhibit 1 hereto may be revised by the Licensor to show the relocated premises without need for a formal amendment to this License.

2.04 Present Condition Of The Premises.

Licensee, by the execution of this License, accepts the Premises in an "as-is" condition. Licensor makes no warranty, either express or implied, as to the condition of the Premises or that the Premises will be suitable for Licensee's purposes or needs.

2.05 Modifications To Premises.

(a) Licensee may, from time to time, install facilities and improvements and modify or expand existing facilities or improvements in its Premises. Before entering into any contract for such work, Licensee shall first submit to the Commissioner of the Department of Aviation ("Commissioner") for prior written approval a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Licensee shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner. The approval of the construction application and plans and specifications shall not be unreasonably withheld.

(b) Licensee shall, and shall include in all construction contracts, a provision requiring the contractor to indemnify, hold harmless, and defend City, its officers, agents, and employees against losses (except to the extent such losses are caused by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work. Licensee shall provide, or shall require its contractor to provide, liability insurance covering the foregoing, and naming the City as an additional insured. Licensee shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Licensee or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or the authorized representative of the Commissioner, at any time.

(d) Licensee shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Premises.

(e) Licensee shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen, suppliers, and others for all work performed and for all materials furnished for or on account of Licensee.

(f) Licensee shall keep its Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use of the Premises by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien.

2.06 Utilities.

Licensee shall be responsible for payment of all cost of water, electricity, natural gas, telephone service, and all other utility services for the Premises, whether furnished by Licensor or purchased by Licensor on behalf of Licensee, or furnished to Licensee by independent contractors.

2.07 Taxes, Licenses, And Permits.

Licensee shall pay all taxes and obtain all necessary licenses, inspections, permits, certificates or other authorizations needed in connection with its use of the Premises.

2.08 Operations.

Licensee shall be responsible for any and all charges incurred in connection with its operations. Licensee shall further restore and replace any property damaged as a result of Licensee's operations. Licensee shall conduct its operations in a clean, sanitary, and safe manner, and shall be responsible for any maintenance which is a result of Licensee's operations.

2.09 Non-Assignment.

This License is personal and is granted solely to the Licensee and solely for the purposes stated herein. Licensee shall not assign this License to any other party without the written consent of the Commissioner. Any attempted assignment without such consent shall be void and without effect as to the Licensor.

Article III.

Duration Of License.

3.01 Duration Of License.

The License is revocable at will by the Commissioner, with or without cause, provided the Commissioner first gives Licensee thirty (30) days written notice in accordance with the terms and conditions hereof. In the event Licensee no longer possesses the necessary licenses, permits, or other authorizations in connection with the use of the Premises, or the purposes set forth on (Sub)Exhibit 2 are no longer being performed by the Licensee, the Commissioner may revoke this License upon ten (10) days notice. The duration of the License shall not exceed three years from the date of issuance.

3.02 Vacation Of Premises.

Licensee shall provide Licensor with written notice no less than thirty (30) days prior to its vacation of the Premises at the Airport.

3.03 Waiver Of Forcible Detainer.

(a) Licensee covenants and agrees to yield and deliver peaceably to Licensor possession of the Premises on the date of the revocation or expiration of this License, promptly and in as good condition as at the issuance of the License, reasonable wear and tear excepted or, if improved, in as good condition as of the completion date of the last improvement made to the Premises, reasonable wear and tear excepted.

(b) The personal property owned and placed or installed by Licensee in its Premises shall remain the property of Licensee and must be removed on or before the revocation or expiration of the License, at the Licensee's sole risk and expense. Any damage to the Airport, the structure, the Premises, or any fixtures located therein, resulting from such removal shall be paid for by Licensee. Upon the expiration or revocation of this License, Licensee shall have thirty (30) days during which to remove such property; provided, however, Licensor shall have the right to assert such lien or liens against said property as Licensor may by law be permitted. So long as any such property remains in the Premises, Licensee's obligation to pay any fees shall continue with respect to such Premises.

(c) If Licensee's property is not removed as herein provided, Licensee shall be deemed to have waived the Forcible Entry and Detainer Act, Ill. Rev. Stat. Ch. 110, ¶ 9-101, and Licensor may, at its option, deem such property abandoned and keep such property or, after written notice to Licensee and at Licensee's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in Licensor's possession and after the expiration of thirty (30) 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 Licensee to Licensor, and any balance remaining shall be paid to Licensee.

Article IV.

Payment Of License Fees.

4.01 Basis Of Payment.

The basis of payment shall be as set forth in (Sub)Exhibit 3, attached hereto and incorporated by reference herein.

4.02 Place Of Payment And Late Fees.

(a) All amounts due from Licensee hereunder shall be paid to the City at the Office of the City's Comptroller or at such other place as may be hereafter designated by the City's Comptroller.

(b) Any amount which is not paid within five (5) days of when due and, if appropriate, invoiced, shall bear interest from its due date at a rate of ___% per month.

(c) Notwithstanding the foregoing, Licensee shall not abate, suspend, postpone, set-off, or discontinue any payments of fees payable hereunder.

4.03 Security Deposit.

The security deposit shall be as set forth in (Sub)Exhibit 4, attached hereto and incorporated by reference herein.

Article V.

Indemnity And Insurance.

5.01 Indemnity.

Licensee agrees to indemnify, defend, save, and hold Licensor fully harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys fees, court costs, and expert's fees) arising from, related to, or caused by Licensee's use of, or occupancy of, or operations at the Airport; provided, however, that Licensee shall not be liable solely and to the extent any injury, damage or loss is caused by the gross negligence of Licensor, its agents, officials, or employees.

5.02 Insurance.

Licensee agrees to provide the insurance coverage as set forth in (Sub)Exhibit 5, attached hereto and incorporated by reference herein.

Article VI.

Compliance.

6.01 Compliance With All Laws.

Licensee shall, and shall cause any contractors to, observe and comply with, and pay all taxes and obtain all licenses, certificates, and other authorizations required by, all applicable federal, state, county, and municipal laws, statutes, ordinances, and executive orders, including, but not limited to, those set forth below. Licensee agrees to make a part of and incorporate into this License, by reference or by setting forth at length, at the option of the Licensor, any and all statutes, rules and regulations required pursuant thereto which may now or hereafter be required by any federal, state, county, and municipal agency. Further, Licensee shall execute and shall cause any contractors to execute, a Contractor's Affidavit in the form attached hereto as (Sub)Exhibit 6.

Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations and rules, pertaining to or promulgated pursuant to such statute or law, and (iii) all future

statutes, laws, regulations, rules, and executive orders pertaining to the same or similar subject matter.

a. Nondiscrimination.

1. Federal Requirements.

It shall be an unlawful employment practice for Licensee (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) to limit, segregate, or classify his 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/disability, or national origin.

Licensee shall comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended, and the Civil Rights Act of 1991, P.L. 102 -- 166. 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, 42 U.S.C.; and 41 C.F.R. Part 60, et seq. (1990).

2. State Requirements.

Licensee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., 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, Licensee shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/0.01, et seq. (1990), as amended.

3. Municipal Code Requirements.

Licensee shall comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010, et seq. of the Chicago Municipal Code (1990), as amended. Further, Licensee 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.

b. Ethics.

That no officer, agent or employee of Licensor is employed by Licensee or has a financial interest directly or indirectly in this License or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156); and that no payment, gratuity or offer of employment shall be made in connection with this License by or on behalf of any contractors or anyone associated therewith, as an inducement for the award of a subcontract or order; and Licensee further acknowledges that any License entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the Licensor.

c. Ineligibility.

That Licensee and, to the best of its knowledge, its contractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1.

d. Inspector General.

Licensee shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Licensee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All contracts shall inform contractors of the provision and require understanding and compliance herewith.

e. Anti-apartheid.

In connection with the Licensor's Anti-Apartheid Ordinance, Licensee understands and acknowledges that the Licensor may declare a default and terminate any and all existing contracts with Licensee if Licensee violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (i) a violation of the certifications contained in the Affidavit, as set forth in (Sub)Exhibit 6 hereto; (ii) the concealment of an existing contractual relationship or entering into a contractual relationship with (a) South Africa, (b) a South African business, or (c) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa; and (iii) the sale to the Licensor of goods principally manufactured, produced, assembled, grown or mined in South Africa. This right of termination is supplemental to any other remedy which the Licensor may have under this License, at law or in equity, and shall entitle the Licensor to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy.

Further, Licensee 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 more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. This fine shall be in addition to any remedy of termination enumerated above, and any other remedy available under applicable law.

g. MacBride Ordinance.

Licensor, 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 Licensee conducts any business operations in Northern Ireland, it is hereby required that Licensee 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).

h. 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 the Licensor under the License or permitted at law or in equity, the Licensor shall be entitled to set-off a portion of any amounts due Licensee hereunder 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 Licensee to the Licensor. 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 the Licensor for which the period granted for payment has expired.
2. Notwithstanding the provisions of subsection 1 above, no such Debt or outstanding parking violation complaint shall be offset from the compensation hereunder if one or more of the following conditions are met:
 - (1) Licensee has entered into an agreement with the Department of Revenue, or other appropriate Licensor department, for the payment of all outstanding parking violation complaints and/or debts owed to the Licensor and Licensee is in compliance with the agreement; or
 - (2) Licensee is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
 - (3) Licensee has filed a petition in bankruptcy and the debts owed the Licensor are dischargeable in bankruptcy.

i. Security Act.

This License is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604), 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 the Licensee, or any individual employed by Licensee, has (i) unescorted access to aircraft located on or at the Licensor's airports; (ii) unescorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, Licensee shall be subject to, and further shall conduct with respect to its contractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration and the Licensor may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Act, Licensee shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation and by the Licensor. Finally, in the event this License involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Licensor's airports, the Licensee shall, notwithstanding anything contained in the License, at no additional cost to the Licensor, perform such work in compliance with those guidelines developed by the Licensor and the Federal Aviation Administration with the objective of maximum security enhancement.

6.02 Compliance With All Rules And Regulations.

(a) Licensee shall obey all Airport rules and regulations governing the conduct and operations of the Airport, promulgated from time to time by Licensor, provided, however, that such Airport rules and regulations must not be 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 Licensee unless it has been given fifteen (15) days prior written notice of the adoption thereof.

(b) Upon written request of Licensee, Licensor shall supply Licensee with a copy of Licensor's current Airport rules and regulations.

(c) Nothing herein shall be construed to prevent Licensee 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 Licensee.

Article VII.

Notices.

7.01 Notices.

Any notice required pursuant to this License shall be mailed, telexed, telecopied or personally delivered to the respective parties at the following address:

If To Licensor:

If To Licensee:

Except as otherwise expressly provided hereunder, any notice or communication under this License shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or otherwise), five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if sent by telex or telecopy, the earlier of (i) actual receipt by addressee and (ii) twenty-four (24) hours after confirmation of transmission.

Article VIII.

General Conditions.

8.01 Applicable Law.

This License shall be deemed to have been granted in, and shall be construed in accordance with, the laws of the State of Illinois.

8.02 Severability.

If any provisions of this License 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 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 License shall not affect the remaining portions of this License or any part thereof.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this License, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Licensee and by the Commissioner or his respective successors and assigns.

8.04 No Personal Liability.

No official, employee, or agent of the Licensor shall be charged personally by the Licensee, its officials, employees, agents, or contractors with any liability or expenses of defense or be held personally liable to them under any term or provision of this License, or because of the Licensor's execution or attempted execution, or because of any breach thereof.

8.05 Subordination.

This License shall be subordinate to any and all (i) agreements between the Licensor and the F.A.A. and (ii) agreements for the use and lease of terminal facilities at the Airport between the Licensor and various airlines.

8.06 Entire Agreement.

This License, 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 License that are not expressly addressed herein and therein.

Article IX.

Authority.

9.01 Licensor's Authority.

This License is authorized by an Ordinance passed by the City of Chicago City Council on _____ (pp. _____).

9.02 Licensee's Authority.

Execution of this License by Licensee is authorized by corporate resolution, and the signature(s) of each person signing on behalf of Licensee have been made with complete and full authority to commit Licensee to all terms and conditions of this License, 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 parties have caused this License to be executed on the date first written above.

City:

Mayor

Airline:
By: _____
Name: _____
Title: _____

City Clerk

Attest:
By: _____
Name: _____
Title: _____

Commissioner
Department of Aviation

Airline's Agent for Service of Process:

Comptroller

Approved As To Form And Legality:

Corporation Counsel

[(Sub)Exhibits 1 through 6 referred to in this License Agreement unavailable at time of printing.]

**AUTHORIZATION FOR EXECUTION OF USE AGREEMENT AND
TERMINAL FACILITIES LEASE WITH CERTAIN AIRLINES
AT CHICAGO MIDWAY AIRPORT AND EXECUTION
OF USE AGREEMENT WITH SOUTHWEST
AIRLINES CO. TO EXTEND LEASE
OF SPECIFIED GATES AT
CHICAGO MIDWAY
AIRPORT.**

The Committee on Aviation submitted the following report:

CHICAGO, July 29, 1993.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on July 14, 1993) from the Department of Aviation, authorizing the City to execute a Use Agreement and Terminal Facilities Lease at Chicago Midway Airport, and to execute use agreements or month to-month agreements with other airlines desiring to operate at Chicago

Midway Airport, begs leave to report and recommend that Your Honorable Body do *Pass* the said proposed 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("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, The City owns and operates an airport known as Chicago Midway 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 desires to enter into an Airport Use Agreement and Terminal Facilities Lease ("1993 Use Agreement") in substantially the form

attached hereto as Exhibit A, with certain airlines desiring to operate at Airport; and

WHEREAS, City further desires to enter into an agreement with Southwest Airlines Co. ("Southwest") to extend the term of certain gates at Airport which are presently occupied by Southwest; now, therefore,

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

SECTION 1. Incorporation of Recitals. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The form of the 1993 Use Agreement in substantially the form attached hereto as Exhibit A is hereby authorized and approved.

SECTION 3. From the date hereof through December 31, 1995, the Mayor, or his proxy, is hereby authorized to execute and the City Clerk to attest, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, 1993 Use Agreements with such airlines as the Commissioner of the Department of Aviation ("Commissioner") shall designate in writing to such officers of the City. Such 1993 Use Agreements shall be effective as of the January 1 or July 1 of the year immediately preceding the execution of the 1993 Use Agreements by the City.

SECTION 4. From the date hereof through November 30, 2002, the Mayor, or his proxy, is hereby authorized to execute, upon the recommendation of the Commissioner, and the City Clerk to attest, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, 1993 Use Agreements with month-to-month terms and such other changes as are necessary for such a month-to-month term. Such month-to-month 1993 Use Agreements shall be effective as of the first day of the month following execution by the City.

SECTION 5. The 1993 Use Agreements may contain such changes consistent with the purposes and intent of this ordinance as shall be approved by the officers executing the same, the execution or acceptance thereof by such officers to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

SECTION 6. The Commissioner is further authorized to execute such other documents on behalf of the City and take such actions as may be necessary to implement this ordinance, subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality.

SECTION 7. No further approval or action of this body shall be necessary or required for the actions and executions contemplated in and directed in Sections 2 -- 7 to be effective, and any such actions and executions shall constitute the legal and validly binding actions of the City.

SECTION 8. The Mayor, or his proxy is further authorized to execute and the City Clerk to attest, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, an agreement with Southwest in substantially the form attached hereto as Exhibit B.

SECTION 9. If any provisions of this ordinance shall be held or deemed to be or shall in fact be invalid, this shall not affect the remaining portions of this ordinance or any part thereof.

SECTION 10. This ordinance shall be in full force and effect after the date of its passage.

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

Exhibit "A".

Chicago Midway Airport.

*Airport Use Agreement And
Facilities Lease.*

This Agreement, made and entered into as of the 1st day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the "City"), and the airline named on the signature page hereof (the "Airline").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago Midway Airport (a plat of said airport being attached hereto as (Sub)Exhibit A and by this reference made a part hereof) situated in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City,

Government Grants-in-Aid (as hereinafter defined), or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, The Airline is engaged in the business of air transportation; and

Whereas, The Airline and the City desire to (i) enter into this Agreement for the lease of terminal space at the Airport and the granting to the Airline of certain rights and privileges with respect thereto, all as hereinafter provided, and (ii) supersede and terminate all existing agreements between the Airline and the City, except as described on (Sub)Exhibit D; and

Whereas, The City is willing to lease space to the Airline and to grant rights and privileges with respect thereto to the Airline, upon the terms and conditions hereinafter provided; and

Whereas, The City and the Airline acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to monitor performance under this Agreement by the Airline is a valuable right incapable of quantification;

Now, Therefore, For and in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto covenant and agree as follows:

Article I.

Definitions.

Section 1.01 Definitions.

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

"Agreement" means this Airport Use Agreement and Facilities Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

"Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

"Aircraft Parking Areas" means those areas at the Airport designated for the parking, loading and unloading of aircraft, including all aircraft parking positions.

"Airfield Area" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto which includes the land identified as Airfield Area on (Sub)Exhibit B-1 attached hereto, and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including the Runways, Taxiways and facilities at the Airport for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers or other facilities operated and maintained by the F.A.A. or any other Federal agency, security fences, service roads, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from but related to the rest of the Airfield Area.

"Airline" means the airline named on the signature page hereof.

"Airline Fees and Charges" means, for any Fiscal Year, (a) all rentals, charges and fees and all other amounts payable hereunder by all Signatory Airlines for such Fiscal Year, after adjustment pursuant to Section 9.04 for such Fiscal Year and (b) with respect to an individual Signatory Airline, all rentals, charges and fees and all other amounts payable hereunder by such Signatory Airline for such Fiscal Year, after adjustment pursuant to Section 9.04 for such Fiscal Year.

"Airport" means Chicago Midway Airport as shown on (Sub)Exhibit A, together with any addition thereto, or improvements or enlargements thereof, hereafter made.

"Airport Development Fund" means the Airport Development Fund created under Section 7.01.

"Airport Use Agreement" means (i) this Agreement and (ii) each other airport use agreement and facilities lease, with respect to the Airport, that is substantially the same as this Agreement (except with respect to Leased Premises and the term).

"Base Amount" for each of the Fiscal Years ending December 31, 1993, 1994 and 1995 shall equal \$4,100,000. The Base Amount for the Fiscal Year ending December 31, 1996 shall equal the amount of \$4,100,000 multiplied by a factor of one (1) plus the percentage by which the P.P.I. reported on the first business day of such Fiscal Year shall have increased from the P.P.I. reported on the first business day of the immediately preceding Fiscal Year. For each Fiscal Year thereafter, the Base Amount shall equal the Base Amount for the immediately preceding Fiscal Year multiplied by factor of one (1) plus the percentage by which the P.P.I.

reported on the first business day of such Fiscal Year shall have increased from the P.P.I. used in determining the Base Amount for the immediately preceding Fiscal Year.

"Bond Anticipation Notes" means the City of Chicago Midway Airport Bond Anticipation Notes, Series 1991.

"Bond Ordinance" means any ordinance or indenture or both, including, without limitation, the ordinance and indenture authorizing the Bond Anticipation Notes, adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport, or any ordinance or indenture supplemental thereto.

"Bonds" means all notes, bonds or other obligations including, without limitation, the Bond Anticipation Notes and any future bond anticipation notes, issued pursuant to and secured by a pledge of revenues or net revenues of the Airport under any Bond Ordinance. The term "Bonds" does not include other bonds, such as special facility revenue bonds or bonds secured solely by Passenger Facility Charge revenues pursuant to a separate indenture, which may be issued to finance capital projects at or related to the Airport.

"Capital Improvement Program" means the capital improvement program described on (Sub)Exhibit C hereto, showing certain capital projects to be constructed at the Airport.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and (6)a, respectively, of the 1970 Constitution of the State of Illinois.

"City-Controlled Facilities" means those aircraft parking positions, holdrooms, ticket counters, baggage claim areas and related facilities which the City may from time to time retain under its exclusive control and possession pursuant to Section 5.02 and are not leased to an airline pursuant to an Airport Use Agreement or an Existing Use Agreement.

"Commissioner" means the Commissioner of the Department of Aviation of the City, or any successor to the duties of such official.

"Contractors" means persons and firms hired by the Airline to act as agents or independent contractors in connection with or pursuant to the performance of this Agreement, including Project Contractors.

"Contracts" means all contracts entered into by the Airline with any supplier of materials, furnisher of services, Contractor (including Project Contractors) or any labor organization which furnishes skilled, unskilled

and craft union skilled labor in connection with or pursuant to the performance of this Agreement.

"Cost Centers" means the Airfield Area, the Terminal Area, the Terminal Ramp Area, the Parking and Roadway Area, the Support Facilities Area and the Indirect Cost Center.

"Daily Average Utilization" shall have the meaning set forth in Section 5.06(c).

"Debt Service" means, for any Fiscal Year, the Principal, interest and premium payments, if any, on Bonds, and other associated costs, including debt service coverage payments and any amounts necessary to maintain the required balance in a debt service reserve fund or similar fund created pursuant to a Bond Ordinance, and any required deposits so any rebate or similar fund created pursuant to a Bond Ordinance, all Fund Deposit Requirements, as set forth in any Bond Ordinance, any letter of credit bank reimbursement obligations or municipal bond insurance obligations, sinking fund payments, call premiums, remarketing fees, letter of credit fees, trustee fees, paying agent fees, replenishment of funds and any other costs and fees payable in connection with such Bonds.

"Deplaned Passengers" means all terminating and all incoming on-line transfer and off-line transfer revenue passengers arriving at the Airport. The term "Deplaned Passengers" does not include through passengers.

"Effective Date" means the Effective Date as described in Section 2.01.

"Emergency Reserve Fund" means the Emergency Reserve Fund created under Section 7.01.

"Enplaned Passengers" means all originating and all outgoing on-line transfer and off-line transfer revenue passengers departing from the Airport. The term "Enplaned Passengers" does not include through passengers.

"Environmental Laws" means all laws relating to environmental matters, including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of Hazardous Materials and to the generation, use, storage, transportation, or disposal of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Material Transportation Act (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Toxic Substances Control Act of 1976 (15 U.S.C. §2601, et seq.), the Safe Drinking Water Act (42 U.S.C. §300f-§ 300j-11, et seq.), the Occupational Safety and

Health Act of 1970 (29 U.S.C. §651, et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §1101, et seq.), the Illinois Environmental Protection Act 415 ILCS 5/1, et seq. and the Municipal Code of the City of Chicago, each as heretofore and hereafter amended or supplemented, and any analogous future or present local, state or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability standards of conduct concerning any Hazardous Material or Special Wastes or by the federal government, any state or any political subdivision thereof, or any agency, court or body of the federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

"Event of Default" means, with respect to each Signatory Airline, an Event of Default as defined in Section 16.01.

"Existing Use Agreement" means an airport use agreement and terminal facilities lease substantially the same as the Airport Use Agreement and Terminal Facilities Lease between the City and Midway Airlines, Inc., dated December 2, 1985, as originally executed by the parties prior to any amendments thereto, which agreement was entered into prior to the Effective Date.

"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.

"Federal Bankruptcy Code" means 11 U.S.C. §101, et seq., or any successor statute thereto.

"Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as the City may adopt for the Airport.

"Fund Deposit Requirement" means (i) for any Fiscal Year prior to the adoption by the City of a Bond Ordinance and the effectiveness of a pledge of Revenues thereunder, including the Fiscal Year in which such pledge of Revenues is effective, the fund deposit requirements described in Section 7.03(b) for the Funds described therein and (ii) for any Fiscal Year after the adoption by the City of such a Bond Ordinance and the effectiveness of such a pledge of Revenues, the fund deposit requirements described in such Bond Ordinance.

"Funds" means the funds created pursuant to (i) Section 7.01 and (ii) any Bond Ordinance.

"Gate" means any portion of the Leased Premises designated as a Gate on (Sub)Exhibit F hereto.

"Government Grants-in-Aid" means those moneys granted to the City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of a capital project at or related to the Airport.

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (P.C.B.s), petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct 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 or dangerous substance or related material, including any material defined or treated as a "hazardous substance", "hazardous waste", "toxic substance", or contaminant (or comparable term) under any of the Environmental Laws.

"Independent Airport Consultant" means a consultant selected by the City, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of any individual, shall not be a director, officer or employee of either the City or any Signatory Airline.

"Indirect Cost Center" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto.

"Joint Use Premises" means, at any time, for each Signatory Airline, those portions of its Leased Premises in the Terminal Area which, pursuant to Article IV of such Signatory Airline's Airport Use Agreement, are then leased to such Signatory Airline and designated as Joint Use Premises.

"Landing Fee" means, with respect to each Signatory Airline, the Landing Fee calculated pursuant to Article VIII of such Signatory Airline's Airport Use Agreement.

"Landing Fee Rate" means, for any Fiscal Year, the Landing Fee Rate established for such Fiscal Year pursuant to Article VIII.

"Leased Premises" means, at any time, for each Signatory Airline, those portions of the Terminal Area which, pursuant to Article IV of such Signatory Airline's Airport Use Agreement are then leased to such Signatory Airline.

"Majority-in-Interest" means, during any Fiscal Year, any one or more Signatory Airlines which, in the aggregate (i) paid fifty-one percent (51%) or more of the Airline Fees and Charges charged to all Signatory Airlines for the prior Fiscal Year; and (ii) represent at least fifty-one percent (51%) in number of the Signatory Airlines. Solely for the purpose of determining

a Majority-in-Interest, (i) no airline shall be deemed to be a Signatory Airline so long as an Event of Default with respect to such airline has occurred and is continuing and (ii) only Signatory Airlines having Airport Use Agreements with terms expiring on December 31, 2002, shall be deemed to be Signatory Airlines.

"Maximum Amount" for each of the Fiscal Years ending December 31, 1993, 1994 and 1995 shall equal \$8,200,000. The Maximum Amount for the Fiscal Year ending December 31, 1996 shall equal the amount of \$8,200,000 multiplied by a factor of one (1) plus the percentage by which the P.P.I. reported on the first business day of such Fiscal Year shall have increased from the P.P.I. reported on the first business day of the immediately preceding Fiscal Year. For each Fiscal Year thereafter, the Maximum Amount shall equal the Maximum Amount for the immediately preceding Fiscal Year multiplied by a factor of one (1) plus the percentage by which the P.P.I. reported on the first business day of such Fiscal Year shall have increased from the P.P.I. used in determining the Maximum Amount for the immediately preceding Fiscal Year.

"Maximum Approved Gross Landing Weight" means, for any aircraft operated by the Airline, the maximum landing weight of such aircraft as set forth in the Airline's government-approved operating manual.

"Net Cost" of the Airfield Area, the Terminal Area or the Terminal Ramp Area (as the case may be) for any Fiscal Year means, O. & M. Expenses of such Cost Center for such Fiscal Year plus the net deficit, if any, of the Indirect Cost Center allocated to such Cost Center for such Fiscal Year plus the net deficit, if any, of the Parking and Roadway Area allocated to such Cost Center for such Fiscal Year minus Non-Airline Revenues of such Cost Center for such Fiscal Year minus the net revenues, if any, of the Parking and Roadway Area allocated to such Cost Center for such Fiscal Year; provided, however, that if the net revenues of the Parking and Roadway Area for any Fiscal Year are greater than the Base Amount but less than the Maximum Amount, the net revenues of the Parking and Roadway Area for purposes of determining Net Cost of the Airfield Area. The Terminal Area and the Terminal Ramp Area shall be deemed to be the Base Amount and if the net revenues of the Parking and Roadway Area are greater than the Maximum Amount for any Fiscal Year, the net revenues of the Parking and Roadway Area for purposes of determining Net Cost of the Airfield Area, the Terminal Area and the Terminal Ramp Area shall be deemed to be one half (1/2) of the actual net revenues of the Parking and Roadway Area.

"Non-Airline Revenues" means, for any Fiscal Year, all Revenues except Landing Fees, Terminal Rentals and Terminal Ramp Fees (other than such rentals and fees which had been reasonably determined unpaid when due for purposes of inclusion in the calculation of Airline Fees and Charges and which are later collected, in whole or in part, by the City, together with any interest paid thereon pursuant to Section 9.05).

"Non-Party" means, at any time, any person who is a Non-Signatory Airline and who is not a party to an Existing Use Agreement.

"Non-Party Landing Fee" has the meaning set forth in Section 8.09.

"Non-Party Landing Fee Rate" means, for any Fiscal Year, the Non-Party Landing Fee Rate established for such Fiscal Year pursuant to Section 8.09.

"Non-Signatory Airline" means any airline using the Airport which is not a Signatory Airline.

"O. & M. Fund" means the O. & M. Fund created under Section 7.01.

"O. & M. Reserve Account" means the O. & M. Reserve Account in the O. & M. Fund created under Section 7.01.

"Operation and Maintenance Expenses" (sometimes abbreviated as "O. & M. Expenses") means, for any Fiscal Year, the costs incurred by the City in operating and maintaining the Airport during such Fiscal Year, either directly or indirectly, including, without limitation (but exclusive of such expenses as may be capitalized in connection with a capital project):

(a) the following costs and expenses incurred by the City for employees of the City employed at the Airport, or doing work involving the Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principals, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by the City or purchased by the City and furnished by independent contractors at or for the Airport;

(e) costs of rentals of real property and costs of rental equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile and all other insurance covering the Airport or its operations;

(g) the amount of any judgment or settlement arising as a result of the City's ownership, operation and maintenance of the Airport payable by the City during said Fiscal Year, including, without limitation, the amount of any judgment or settlement arising as a result of claims, actions, proceedings or suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, property damage, personal injury or similar claims, actions, proceedings or suits based upon the environmental impacts, including, without limitation, those resulting from the use of the Airport for the landing and taking off of aircraft;

(h) costs incurred in collecting and attempting to collect any sums due the City in connection with the operation of the Airport;

(i) costs of advertising at or for the Airport;

(j) compensation paid or credited to persons or firms appointed or engaged, from time to time, by the City or by Signatory Airlines as approved by a Majority-in-Interest and the City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing, consulting or other professional services in connection with the operation, expansion alteration, reconstruction, betterment or other improvement of the Airport or any of its structures or facilities;

(k) any other cost incurred or allocated to the Airport necessary to comply with any valid rule, regulation, policy or order of any federal, state or local government, agency or court; and

(l) all other direct and indirect expenses, whether similar or dissimilar, which arise out of the City's ownership, operation or maintenance of the Airport, including any taxes payable by the City which may be lawfully imposed upon the Airport by entities other than the City.

"Operation and Maintenance Fund" (sometimes abbreviated as "O. & M. Fund") means the Operation and Maintenance Fund created under Section 7.01.

"Parking and Roadway Area" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto.

"Passenger Facility Charge" (sometimes abbreviated as "P.F.C.") means the passenger facility charge as authorized under § 1113(e) of the Federal Aviation Act of 1958, as amended by § 9110 of the Omnibus Budget Reconciliation Act of 1990 (Public Law 101-508).

"Producer Price Index" (sometimes abbreviated as "P.P.I.") means the Producer Price Index/All Commodities published by the United States Department of Labor, Bureau of Labor Statistics (January, 1993 = 100). If the manner in which the P.P.I. is determined by the Department of Labor is substantially revised, the City shall adjust the revised index in a manner 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, the 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.

"Project(s)" means capital projects with respect to which the City has delegated the Work to the Airline pursuant to Section 12.01, which delegated capital projects may include, without limitation, capital projects set forth in the Capital Improvement Program or approved by a Majority-in-Interest.

"Project Contractors" means Contractors in connection with or pursuant to the performance of Work on Projects.

"Project Contracts" means Contracts in connection with or pursuant to the performance of Work on Projects.

"Public Use Premises" means, at any time, all areas of the Terminal Area which are not Leased Premises or City-Controlled Facilities and which consist of, among other things, areas for passenger movement, concession areas, basement areas, City offices and operations areas, public restrooms, public waiting areas, entrances, exits, chases and building support areas not open to the general public (such as mechanical and electrical areas, janitor closets, and heating and refrigeration facilities).

"Repair and Replacement Fund" means the Repair and Replacement Fund created under Section 7.01.

"Revenue Fund" means the Revenue Fund created under Section 7.01.

"Revenue Landing" means any landing at the Airport of an aircraft except (i) an aircraft which (without being scheduled to do so) lands at the Airport because of meteorological conditions, mechanical or operating causes, or any emergency or precautionary reason, or (ii) an aircraft which

is owned by and used exclusively in the service of the United States of America or the government of any state, territory or possession thereof or therein.

"Revenues" means, for any Fiscal Year, except to the extent hereinafter excluded, all revenues, payments, proceeds, fees, charges, rent and all other income of any nature, including investment income, derived directly or indirectly by or for the City for such Fiscal Year for the use of, and for the services and facilities furnished by, or from the operation or ownership of, or with respect to the Airport, and any proceeds of business interruption insurance and any other insurance proceeds which are deemed to be revenues in accordance with generally accepted accounting principles; provided, however, the following shall not be included in Revenues:

(a) the proceeds of any Passenger Facility Charge or similar charge levied by or on behalf of the City;

(b) any grants, gifts, bequests, contributions or donations, including any such funds provided by any person or entity, including an airline, doing business at the Airport;

(c) the proceeds from the sale, transfer or other disposition of title by the City to all or any part of the Airport;

(d) the proceeds of any taxes collected at the Airport;

(e) the proceeds of any condemnation award or insurance received by the City except condemnation awards and insurance proceeds which are deemed to be revenues in accordance with generally accepted accounting principles;

(f) the proceeds of any court or arbitration award or settlement in lieu thereof received by the City except (i) awards or settlements which are deemed to be revenues in accordance with generally accepted accounting principles or (iii) awards or settlements which constitute reimbursements for costs previously incurred as O. & M. Expenses;

(g) payments to the City in respect of debt service payable on any obligations (other than Bonds) issued by the City pursuant to Section 10.04;

(h) the proceeds of any bonds or other indebtedness of the City;

(i) payments to the City of the principal of and interest, if any, on any loan made by the City for Airport purposes from any of the funds created pursuant to or required by any Bond Ordinance; and

(j) any other amounts which are not deemed to be revenues in accordance with generally accepted accounting principles or which are restricted as to their use.

"Risk Manager" means the City of Chicago, Comptroller's Office of Risk Management.

"Rules and Regulations" means the rules and regulations governing the conduct and operation of the Airport promulgated by the Commissioner in accordance with Section 15.01.

"Runways" means runways at the Airport for the landing and taking-off of aircraft.

"Signatory Airline" means, at any time, the Airline and each other person actively engaged in an Air Transportation Business at the Airport who then has an Airport Use Agreement in effect with the City.

"Special Facility" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, constructed, installed, equipped or acquired with (i) the proceeds of the sale of Special Facility obligations (other than Bonds) issued by the City pursuant to Section 10.04; (ii) other funds provided by the user or developer thereof or by any other person; or (iii) a combination of the foregoing items (i) and (ii).

"Special Project Fund" means the Special Project Fund created under Section 7.01.

"Special Wastes" means those substances as defined in Section 1003.45, Ch. 111½ of the Illinois Environmental Protection Act, and as further referred to in Section 809.13 of 35 Illinois Admin. Code, Subtitle G., Ch. 1.

"Statement of Airline's Actual Annual Fees and Charges" means the statement of the same name prepared by the City pursuant to Section 9.04.

"Statement of Airline's Estimated Annual Fees and Charges" means the statement of the same name prepared by the City pursuant to Section 9.02.

"Support Facilities Area" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto.

"Target Cost" has the meaning set forth in Section 8.08.

"Taxiways" means taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, Aircraft Parking Areas, and other portions of the Airport.

"Terminal Area" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto, which includes the land identified as Terminal Area on (Sub)Exhibit B-1 attached hereto, and, except as otherwise provided herein, all passenger terminal buildings, connecting structures, passenger walkways and tunnels, concourses, hold areas, and control towers maintained by the City or an airline.

"Terminal Ramp Area" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto.

"Terminal Ramp Fee" means, with respect to each Signatory Airline, the Terminal Ramp Fee calculated pursuant to Section 8.05 of such Signatory Airline's Airport Use Agreement.

"Terminal Ramp Rate" means, for any Fiscal Year, the Terminal Ramp Rate established for such Fiscal Year pursuant to Article VIII.

"Terminal Rentals" means, with respect to each Signatory Airline, the Terminal Rentals calculated pursuant to Section 8.04 of such Signatory Airline's Airport Use Agreement.

"Terminal Rental Rate" means, for any Fiscal Year, the Terminal Rental Rate established for such Fiscal Year pursuant to Article VIII.

"Transfer" means a Transfer as defined in Section 4.03(a).

"Work" means collectively the planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair.

"Working Capital Account" means the Working Capital Account in the O. & M. Fund created under Section 7.01.

"Working Capital Requirement" means \$0 for the Fiscal Year ending December 31, 1993, \$250,000 for the Fiscal Year ending December 31, 1994 and thereafter, for each Fiscal Year shall be \$500,000 escalated as follows: on the first day of each Fiscal Year commencing after the Fiscal Year ending December 31, 1994, the Working Capital Requirement shall be adjusted by multiplying the prior year's amount by a factor of one (1) plus the percentage increase, if any, in the Producer Price Index during the most recently ended twelve-month period for which such Producer Price Index is available; provided, however, that the total accumulated working capital balance as of the end of a Fiscal Year shall not exceed fifteen percent (15%) of projected O. & M. Expenses for such Fiscal Year.

Section 1.02 Interpretation.

(a) The terms "hereby", "herein", "hereof", "hereunder" and any similar terms used in this Agreement refer to this Agreement.

(b) The term "including" shall be construed to mean "including, without limitation".

(c) All references in this Agreement to articles, sections, or exhibits, unless otherwise expressed or indicated are to articles, sections or exhibits of this Agreement and to the same articles, sections and exhibits of each other Signatory Airline's Airport Use Agreement.

(d) Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(e) Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

(f) Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

(g) All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

Section 1.03 Incorporation Of Exhibits.

The following (Sub)Exhibits attached hereto are hereby made a part of this Agreement:

- (Sub)Exhibit A Plat of Midway Airport
- (Sub)Exhibit B Cost Centers
- (Sub)Exhibit C Capital Improvement Program
- (Sub)Exhibit D Surviving Agreements
- (Sub)Exhibit E Aircraft Parking Positions
- (Sub)Exhibit F Airline's Leased Premises

- (Sub)Exhibit G Allocation Methodology
- (Sub)Exhibit H Description of Operation and Maintenance Responsibilities
- (Sub)Exhibit I Form of Performance and Payment Bond
- (Sub)Exhibit J Project Procedures
- (Sub)Exhibit K Compliance with all Laws
- (Sub)Exhibit L Affirmative Action
- (Sub)Exhibit M Target Cost

Article II.

Term.

Section 2.01 Term Of Agreement.

Subject to execution and delivery by both the Airline and the City, this Agreement shall become effective and binding upon the parties hereto as of the date first set forth above (the "Effective Date"). Subject to the provisions of Section 16.03, this Agreement shall terminate on December 31, 2002 unless sooner terminated as provided herein.

Section 2.02 Surviving Agreements.

As of the Effective Date, except for those agreements and leases listed on (Sub)Exhibit D, all prior agreements or leases between the City and the Airline with respect to the Airport shall be deemed terminated and shall be of no further force or effect.

Section 2.03 Termination Of Agreement.

Upon the effective date of an agreement (other than an Airport Use Agreement) approved by a Majority-in-Interest and the City setting forth the rights and obligations of the Signatory Airlines in connection with rentals, charges or fees paid with respect to the Airport, each Airport Use Agreement, if any, effective as of such date shall terminate.

Article III.

Uses, Rights And Privileges.

Section 3.01 Use Of The Airport.

The Airline and the City acknowledge and agree that the Airline is performing an important service to users of the Airport which is vital for the economic development of the City. Subject to the terms of this Agreement, the restrictions contained in Section 3.02, the Rules and Regulations and all other applicable laws, rules, regulations, codes, ordinances and orders and the rights of the City to monitor the Airline's compliance with this Agreement in order to ensure that the Airport operates in the most effective and efficient way possible, the Airline shall have the right to conduct an Air Transportation Business at the Airport and to perform only those operations and functions as are incidental or reasonably necessary to the conduct of the Airline's Air Transportation Business and as would be permitted at similarly situated airports. Specifically, the Airline shall have the right:

(a) to land, take off, fly, taxi, tow, park, load and unload the Airline's aircraft and other equipment of the Airline used by the Airline in the operation of scheduled, shuttle, courtesy, test, training, inspection, emergency, special, charter, sightseeing and other flights, including, but not limited to, the right to load and unload the Airline's aircraft upon its assigned aircraft parking positions;

(b) to use the aircraft parking positions described on (Sub)Exhibit E, subject to the provisions of Article V hereof;

(c) to transport, load and unload airline crews and other personnel, passengers, cargo, baggage, property and mail to, from and at the Airport by such loading and unloading devices, automobiles, buses, trucks and such other means of conveyance as the Airline may choose or require in connection with its Air Transportation Business at the Airport and at such locations as the Commissioner may designate;

(d) to the extent necessary, to repair, maintain, condition, service, tow, test, park and store aircraft and other equipment of the Airline in areas designated for such purposes by the Commissioner and on the conditions and terms designated by the Commissioner;

(e) to maintain and operate office facilities for general, administrative, operations and other functions associated with the Airline's Air Transportation Business;

(f) to enplane and deplane passengers, handle reservations, ticketing, billing and manifesting of passengers, and handle baggage, express mail and shipments, cargo, property and mail;

(g) of ingress to and egress from the Airport including, without limitation, the Airline's Leased Premises, for the Airline's employees, agents, passengers, Contractors, guests, patrons, invitees, suppliers of materials and providers of service, and its or their equipment, vehicles, machinery and other property; provided, however, that the foregoing shall not preclude the City (i) from subjecting such persons to the City's then-current Rules and Regulations, including those pertaining to airport security, (ii) from requiring such persons to enter into an agreement with the City, or (iii) from imposing any tax, charge, or permit or license fee;

(h) to install, subject to the prior approval of the City, and to maintain and operate, alone or in conjunction with any other air transportation company or companies, or through a nominee, such radio, communications, flight information display systems, meteorological and aerial navigation equipment, facilities and associated wiring, as may be necessary or convenient for the Airline's Air Transportation Business at the Airport, in or on the Airline's Leased Premises, and at other locations at the Airport;

(i) to use, in common with others so authorized, the public address system serving the Terminal Area and the aircraft parking positions;

(j) to use water and electric power, telephone and preconditioned air systems supplied by the City at or adjacent to the Airline's Leased Premises; and to purchase, install, use and maintain, at the Airline's aircraft parking positions, loading bridges and mobile stair devices for the loading, unloading and general servicing of the Airline's aircraft, 400 Hertz auxiliary power systems, air start systems and other miscellaneous aircraft and aircraft-related support equipment and facilities;

(k) to purchase or otherwise obtain services and personal property of any nature, including, but not limited to, aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, propellants, food and beverages, including food and beverages for consumption aloft, passenger supplies and other materials, equipment, supplies, articles and goods, used or acquired by the airline in connection with or incidental to the Airline's Air Transportation Business at the Airport;

(l) to erect, maintain and station security devices and to conduct a security check operation of passengers, baggage and packages in the Airline's Leased Premises and in public areas of the Terminal Area approved by the Commissioner;

(m) to use the areas designated as airline employee parking facilities for the parking of its employees' vehicles pursuant to an operating agreement, lease or other arrangement containing such reasonable terms and conditions and subject to the payment of such reasonable fees as the City shall determine;

(n) to station its employees or agents in the Airline's Leased Premises and in other areas of the Airport approved by the Commissioner to provide baggage check-in or skycap services, subject to compliance with the Airport's rules and regulations, including security requirements;

(o) subject to the Commissioner's approval, to install, maintain and use flight information display screens, identifying signs and the Airline's logo in the Airline's Leased Premises; provided, however, that posters, displays and other materials which advertise the services offered by the Airline to the traveling public may be allowed in the Airline's Leased Premises on a short-term, limited basis with the prior written consent of the Commissioner; and provided further that only the corporate identifiers or logos of the Airline shall be permitted in a holdroom area. The City reserves the right to place advertising displays in all areas of the Airport that are visible to the public excluding the Airline's Leased Premises;

(p) except to the extent inconsistent with any concession agreement with respect to the Airport between the city and a concessionaire at the Airport, (i) to operate and maintain in the Airline's Leased Premises, Airline-sponsored passenger clubs where the Airline may serve alcoholic or other beverages to members of such clubs; provided, however, that unless the Commissioner shall otherwise consent, the Airline may not serve food to members in such clubs and no charge shall be made by the Airline for beverages or food furnished by it in such clubs, and (ii) to serve in the Airline's holdroom areas, non-alcoholic beverages, and, with the consent of the Commissioner, food, to its passengers without charge between the hours of 6:00 A.M. and 8:00 A.M. on each weekday;

(q) to install, maintain and operate, in the Airline's Leased Premises, customer relations, security and waiting room facilities and equipment; reservations offices; administrative offices; crew base facilities; operations offices; lockers, restrooms and related facilities for its employees; baggage, cargo and mail handling and storage facilities and equipment; and

(r) to train personnel in the employ of the Airline at the Airport.

Section 3.02 Restrictions.

All rights of the Airline hereunder are subject to the following specific restrictions:

(a) The grant of such rights does not authorize the Airline to conduct a separate business at the Airport, but permits the Airline to conduct such activities only insofar as they are necessary or incidental to the conduct of the Airline's Air Transportation Business at the Airport and to the conduct of handling arrangements approved pursuant to Section 3.03.

(b) Other than for the provision of air transportation services and except as specifically authorized in Section 3.01(p), (i) the Airline shall not use or permit the use of any portion of its Leased Premises for the purpose of selling, offering for sale, dispensing or providing any merchandise, product or services and(ii) nothing contained herein is intended to or shall be construed to authorize or permit the Airline to conduct any activity or to operate any direct or indirect business operation which in any manner competes with any authorized concession activity at the Airport without the approval of the City and the payment to the City of concession fees.

(c) The Commissioner may, from time to time, temporarily or permanently close roadways, taxiways, taxi lanes, runways, ramp areas, doorways and any other area at the Airport; provided, however, that, if time permits, the Airline shall be consulted with regard to such closings in order to minimize the disruption of services being provided.

(d) The Commissioner may prohibit the use of any portion of the Airfield Area by any aircraft operated or controlled by the Airline which exceeds the design strength of the paving of the runways and taxiways at the Airport, or any other standard design criteria.

(e) The Airline shall not do or authorize to be done anything which may interfere with the effectiveness of the drainage and sewage system, water system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(f) The Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of the Airline to comply with the provisions of this Agreement, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then the Airline shall pay the City that part of all premiums paid by the City which are charged because of such violation or failure by the Airline.

(g) The Airline shall limit its training flights into and out of the Airport to necessary F.A.A.-qualification flights, and shall coordinate such training and other nonscheduled flight activities with representatives of the City. If requested by the City, the Airline shall restrict all such

activities to certain hours so as to not interfere with scheduled flight activities of other aircraft operators using the Airport.

(h) As soon as possible, after obtaining any necessary approval from appropriate governmental agencies, the Airline shall remove any of its disabled aircraft from the Airfield Area upon the request of the City. The Airline shall place and/or store any such disabled aircraft only in such hangar facilities as may be leased or owned by the Airline at the Airport and/or in such storage areas as may be designated by the City, in which latter event such storage shall be only upon such terms and conditions as at that time may be established by the City, consistent with any directives of the F.A.A. and the National Transportation Safety Board. In the event the Airline shall fail to remove any of its disabled aircraft as expeditiously as possible, the City may, but shall not be obligated to cause the removal of such disabled aircraft by any reasonable means; provided however, the City shall give the Airline reasonable prior notice of its intent to do so. If the City removes, or causes another to remove the Airline's disabled aircraft, the Airline shall pay to the City, upon receipt of an invoice, the costs incurred for such removal, including the cost of labor. The Airline shall also pay any damages incurred by, or imposed upon the City, resulting from the removal by the City or another of such disabled aircraft.

(i) The Airline may not load or unload an all-cargo aircraft on the ramp areas adjacent to the Terminal Area facilities.

(j) The Airline shall not use, store, transport, or dispose of any fuels, oil, grease, lubricants, or other Hazardous Materials to, from, within, or upon the Airport in a manner which violates any of the Environmental Laws.

Section 3.03 Handling Arrangements.

(a) For so long as the Airline actively conducts an Air Transportation Business at the Airport, the Airline may use, subject to the provisions of Section 3.03(b) and to the prior written consent of the Commissioner, its Leased Premises and adjacent Terminal Ramp Area for the handling by Airline's personnel of the air transportation operations of any other air transportation company or companies using the Airport to the same extent as they may be used for the operations of the Airline; provided, however, that the Airline shall be liable for such handling operations to the same extent as any other activities under the terms of this Agreement. The handling operations shall be subject to compliance with all applicable F.A.A. and City standards.

(b) The Commissioner's consent to a handling arrangement pursuant to Section 3.03(a) will be for a term of no more than one year. At the end of any such term, a handling arrangement shall be deemed to be terminated unless the Airline sends written notice to the City at least thirty (30) days prior to

the expiration of the term of the handling agreement that the Airline intends to extend the term of the handling agreement for a period of no more than one year and the Commissioner consents in writing to such extension of the handling agreement.

Article IV.

Lease Of Premises.

Section 4.01 Lease Of Airline Premises.

The City hereby leases to the Airline, subject to the provisions of Article V, commencing on the Effective Date for the term of this Agreement, the Leased Premises described and shown on (Sub)Exhibit F, including the Joint Use Premises described and shown on (Sub)Exhibit F.

Section 4.02 Substitution Of Space; New Construction; Surrender Of Space; Additional Space.

(a) The Airline and the City may from time to time agree in writing upon the substitution of space at the Airport for all or any part of Airline's Leased Premises.

(b) The City is considering modifications to the Airport ("New Construction"), including the rehabilitation of the existing terminal building, during the term of this Agreement. The Airline agrees that, in the event the New Construction shall require demolition or reconstruction of any portion of the Airline's Leased Premises, the Airline shall, at the City's direction, temporarily or permanently, surrender its right to use such space; provided, however, that the City will deliver to the Airline not less than thirty (30) days notice of the required surrender date and will provide to the Airline, prior to such surrender date, sufficient space to reasonably accommodate the Airline's operations at the Airport on the same terms and conditions as are herein provided.

(c) In the event of surrender of any of the Airline's Leased Premises in substitution for other space at the Airport, the Airline shall remove from such surrendered space, within thirty (30) days of receipt of notice from the City of such substitution, all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by the Airline and such other fixtures and construction of a temporary nature installed therein by the Airline as the Commissioner may require.

(d) If (Sub)Exhibit F has been amended as contemplated by Section 4.02(e), any space in the Airport leased to the Airline in substitution for or as additional space to be included among the Leased Premises shall be included in space leased hereunder on the same terms and conditions and at the same rental per square foot of such substitute or additional space, as is herein provided for the category of the space as to which such substitution or addition occurs; provided, however, that if, in accordance with the provisions of this Section 4.02, any space is temporarily substituted hereunder for other space, the term of the lease for such substituted space shall be only of such duration as is required for the purpose of such temporary substitution.

(e) Any revision to the Airline's Leased Premises pursuant to this Section 4.02 shall be reflected in a revised (Sub)Exhibit F hereto approved by the Commissioner, which revision shall not be deemed to be an amendment to this Agreement.

Section 4.03 Assignment And Sublease.

(a) The 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 Leased Premises or assigned aircraft parking positions or any part thereof, or any rights of the Airline hereunder or any interest of the Airline in this Agreement, nor will the Airline allow the use of such Leased Premises or assigned aircraft parking positions hereunder by any other person, except as otherwise provided in this Agreement, without in each instance having first obtained the prior written consent of the City as set forth below. In determining whether or not to consent to a Transfer, the City will take into account, among other factors, the balanced utilization of the Airport facilities and operational considerations relating to the characteristics of the proposed transferee. The consent of the City Council of the City on behalf of the City shall be required for any Transfer of (i) all of Airline's Leased Premises, (ii) all rights of the Airline hereunder or (iii) all of the Airline's interest in this Agreement. The consent of the Commissioner on behalf of the City shall be required for any other Transfer. Consent by the City to any type of Transfer described in this Paragraph or elsewhere in this Agreement shall not in any way be construed to relieve the Airline from obtaining further authorization from the City for any subsequent Transfer of any nature whatsoever. As a condition to the City's consent to a proposed sublease, the proposed sublessee shall execute a license agreement between the sublessee and the City.

(b) In the event that the Airline subleases any of its Leased Premises pursuant to this Section 4.03, (i) for any period during each of the Fiscal Years ending December 31, 1993, 1994 and 1995, the Airline shall charge the sublessee no more than \$150.00 per aircraft operation per Gate per day, such charge per sublessee per day not to exceed the aggregate amount of \$900.00 and (ii) for any period during each Fiscal Year thereafter, the Airline shall charge the sublessee no more than the sum of the following:

(1) an amount equal to a pro rata share of the sum of the Terminal Rentals and Terminal Ramp Fees payable by the Airline with respect to such areas during such sublease period as calculated herein; and

(2) additional amounts sufficient for the Airline to recover its direct costs, if any, of such sublease, including a reasonable allocation of tenant improvement costs and equipment costs for property and equipment owned by the Airline, which additional amounts shall not exceed 15% of the sublessee's pro rata share of Terminal Rentals and Terminal Ramp Fees; provided, however, that in the event the Airline's direct costs exceed 15% of the sublessee's pro rata share of Terminal Rentals and Terminal Ramp Fees, the Airline shall have the right to petition the Commissioner for approval of an increase in the applicable percentage, which approval shall be in the sole discretion of the Commissioner.

(c) Notwithstanding any Transfer with or without City consent, the Airline shall remain fully liable for the payment of all of its Airline Fees and Charges and fully responsible for the performance of all of its other obligations hereunder.

(d) Any and all requests by the Airline for consent under Paragraph (a) of this Section 4.03 shall be made in writing by certified mail to the 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 the Airline for said Transfer.

(e) If any Transfer shall occur, whether or not prohibited by this Section 4.03, the City may collect Airline Fees and Charges from any assignee, sublessee or other transferee of the Airline and in such event shall apply the net amount collected to the Airline Fees and Charges payable by the Airline hereunder without such action by the City releasing the Airline from this Agreement or any of its obligations hereunder. If any Transfer prohibited by this Section 4.03 shall occur without the consent of the City and the City collects Airline Fees and Charges from any assignee, sublessee or other transferee of the Airline and applies the net amount collected in the manner described in the preceding sentence, such actions by the City shall not be deemed to be a waiver of the covenant contained in this Section 4.03 or constitute acceptance of such assignee, sublessee or transferee by the City.

Section 4.04 Quiet Enjoyment.

The City covenants, unless otherwise provided by this Agreement, that, if the Airline shall perform all obligations and make all payments as provided herein, the Airline shall peaceably have and enjoy the Leased Premises and all the rights, privileges, appurtenances, and facilities granted herein.

Section 4.05 Surrender.

The Airline covenants and agrees to yield and deliver peaceably to the City possession of the Leased Premises on the date of the cessation of the lettings hereunder, whether such cessation be by termination, expiration or otherwise, promptly and in as good condition as at the commencement of the lettings, reasonable wear and tear excepted or, if improved, in as good condition as of the completion date of the last improvement made to the Leased Premises, reasonable wear and and tear excepted.

Section 4.06 No Warranty Of Condition Or Suitability.

The City Makes No Warranty, Either Express Or Implied, As To The Condition Of The Leased Premises Or That The Leased Premises Shall Be Suitable For The Airline's Purposes Or Needs. The City Shall Not Be Responsible For Any Latent Defect And The Airline Shall Not, Under Any Circumstances, Withhold Any Rentals Or Other Amounts Payable To The City Hereunder On Account Of Any Defect In The Leased Premises By Its Entry Onto The Leased Premises, The Airline Accepts The Leased Premises As Being Free And Clear From All Defects And In Good, Safe, Clean And Orderly Condition And Repair.

Section 4.07 City's Title.

Subject to the provisions of Section 4.04 hereof, the City's title to the Leased Premises and the Airport is and always shall be paramount to the interest of the Airline in the Leased Premises. Nothing herein contained empowers the Airline to commit or engage in any act which can, shall or may encumber the title of the City.

Section 4.08 City's Right Of Entry.

The 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 the Airline's Leased Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, for environmental testing, and for any other purpose necessary for or incidental to or connected with the performance of the City's obligations hereunder, or in the exercise of its governmental functions or in the City's capacity as Airport owner. The City shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless the Airline has consented to disclosure or has publicly released such information.

Article V.

Reallocation Of Space.

Section 5.01 General.

The City intends to maintain a policy of providing open access to the Airport and achieving a balanced utilization of Airport facilities. To achieve that goal, the City (a) has retained under its exclusive possession and control the City-Controlled Facilities (Section 5.02, below); (b) has established procedures for the consensual reallocation of space and accommodation among airlines (Section 5.03, below); (c) reserves to the City the right to require sharing and temporary use of Leased Premises (Section 5.04, below); and (d) has established certain utilization requirements (Section 5.06, below).

Section 5.02 Accommodation Through City-Controlled Facilities.

The City may retain under its exclusive control and possession certain City-Controlled Facilities. It is the intent of the City to use, at its discretion, any City-Controlled Facilities to accommodate (a) Signatory Airlines whose premises have been relocated by the City as a result of reconstruction, renovation or maintenance by the City; (b) airlines not requiring permanent facilities or airlines requiring temporary accommodation pending allocation of permanent facilities; and (c) other space requirements of Signatory Airlines and Non-Signatory Airlines. The Airline may request and the City may grant to the Airline the right to use, in common with other airlines designated by the City, City-Controlled Facilities subject to the payment by the Airline of a fee to the City determined by the City for such use, which fee shall be reasonable in relationship to the costs of such facilities.

Section 5.03 Consensual Accommodation.

If an airline, including an airline seeking to expand its present service or an airline seeking entry into the Airport, is in need of space or facilities, which need has not been satisfied by use of the City-Controlled Facilities, the City shall direct such airline to request in writing the use of the space or facilities of Signatory Airlines. The Signatory Airlines receiving such a request shall make reasonable efforts to accommodate such requests and shall respond to any such request in writing within ten (10) business days of receipt of the request. If such response is a denial of the request, the response shall state specific and detailed reasons for such denial.

Section 5.04 Accommodation Through Sharing And Temporary Use Of Leased Premises.

(a) In the event (i) the City receives a written request from an airline requesting space or facilities at the Airport, (ii) the requesting airline demonstrates to the City that it has contacted all Signatory Airlines and has exhausted all reasonable efforts to find reasonable accommodation for its proposed operations and the space or facilities it needs, and (iii) the City determines that such requesting airline needs the requested space or facilities to accommodate passengers or aircraft and such need cannot be met by use of City-Controlled Facilities, if any, the City may grant such requesting airline, in accordance with the priorities set forth in Section 5.05, the right of temporary or shared use of all or a designated portion of an Airline's Leased Premises, as may be required. An offer or accommodation by a Signatory Airline which conditions providing requested space or facilities upon the payment of rentals to such Signatory Airline in excess of the applicable amount set forth in Section 4.03(b) of this Agreement shall be deemed unreasonable for purposes of clause (ii) above; provided, however, that if the Signatory Airline's documented direct costs exceed the applicable amount set forth in Section 4.03(b) hereof, the Airline shall have the right to petition the Commissioner for approval of the rentals being required of such requesting airline, which approval shall be in the sole discretion of the Commissioner.

(b) In the event the City determines that a requesting airline's needs require granting such requesting airline the right to share or temporarily use the Leased Premises of one or more Signatory Airlines, the City shall serve written notice to each affected Signatory Airline of that determination and notice of the City's intention to make a further determination, in not less than fifteen (15) days, as to how the requesting airline will be accommodated.

(c) In accordance with the priorities set forth in Section 5.05 and in accordance with rules and procedures adopted or promulgated by the City, the City may grant the requesting airline the right of shared or temporary use of all or a designated portion of the Airline's Leased Premises, including rights of ingress and egress, the right to use the aircraft parking positions adjacent to such portion of the Airline's Leased Premises and the right to use loading bridges and other appurtenant equipment which are reasonably necessary for the effective use of such premises, and the Airline shall accommodate such requesting airline on all or such portion of the Airline's Leased Premises in a commercially reasonable manner, taking into account the nature of both the Airline's and the requesting airline's operations, which manner of accommodation shall be subject to the approval of the Commissioner; provided that:

(i) the requesting airline has furnished a certificate of insurance evidencing insurance of the types and with the limits and deductibles required to be carried by the Airline hereunder and endorsed to include the Airline as an additional insured;

(ii) the requesting airline has provided the Airline with indemnification reasonably satisfactory to the Airline; provided, however, that the Airline may not require any indemnification more favorable to it than that which it provides to the City hereunder;

(iii) the requesting airline has provided the Airline with a security deposit reasonably satisfactory to the Airline;

(iv) the requesting airline has provided the City with indemnification reasonably satisfactory to the City together with a security deposit equal to ninety (90) days estimated fees and charges payable to the City with respect to such airline's operations;

(v) the requesting airline's proposed use does not result in an actual or threatened strike, boycott, picketing, slow-down, work-stoppage or other type of labor action; and

(vi) the requesting airline has agreed to pay the Airline (on reasonable payment terms), the applicable amount set forth in Section 4.03(b).

Section 5.05 Priorities For Accommodation.

In the event that pursuant to Section 5.04 the City determines that a requesting airline is in need of facilities to accommodate passengers or aircraft, the City will consider the following priorities in designating the specific Leased Premises for temporary or shared use by the requesting airline:

(a) the average number and type of flights per aircraft parking position per day;

(b) scheduling considerations;

(c) union work rules;

(d) aircraft parking position locations; and

(e) other operational considerations.

The City shall consult with the Airline in designating the specific Leased Premises of the Airline to be utilized by a requesting airline. In any event,

the Airline required to share its Leased Premises shall have priority in all aspects of usage of such shared premises over all other airlines.

Section 5.06 Utilization Requirements.

(a) If the Airline had an Existing Use Agreement with the City which was terminated pursuant to Section 2.02 of this Agreement, then the following utilization standards shall apply: Prior to January 1, 1996, the Airline shall maintain a Daily Average Utilization of at least four (4) departures of aircraft per day per Gate. On and after January 1, 1996, the Airline shall maintain a Daily Average Utilization of at least six (6) departures of aircraft per day per Gate.

(b) If the Airline did not have an Existing Use Agreement with the City, then the Airline shall maintain a Daily Average Utilization of at least six (6) departures of aircraft per day per Gate.

(c) Daily Average Utilization shall mean the average number of departures of aircraft per day per Gate that is part of the Airline's Leased Premises calculated by dividing the total weekly scheduled departing seats from the Airport published for sale to the public by the Airline in any normal seven (7) consecutive day period by 770, and further dividing the result thereof by the number of Gates that are then part of the Airline's Leased Premises; provided, however, that in the event that the Airline's actual total weekly departing seats from the Airport are materially less than the published scheduled departing seats for any four (4) seven consecutive day periods within a calendar quarter, the City will have the right to use the actual total weekly departing seats for purposes of the aforesaid calculation.

(d) For purposes of calculating the Daily Average Utilization standards as set forth in this Section 5.06, the City shall include in such calculation the aircraft departures per day of all airlines, including the Airline, operating at Gates that are part of the Airline's Leased Premises.

(e) In the event that the Airline does not meet the applicable standard set forth in paragraph (a) or (b) above for any two (2) seven consecutive day periods within six (6) consecutive weeks, the City may, upon thirty (30) days prior written notice to the Airline, terminate this Agreement with respect to, and delete from, the Airline's Leased Premises, that number of the Airline's Gates as may be necessary to cause the Airline to meet the Daily Average Utilization standard.

(f) In the event that the City deletes any of the Airline's Gates pursuant to this Section 5.06, the City shall also have the right to terminate this Agreement with respect to, and delete from, the Airline's Leased Premises, an appropriate amount of square feet of other Leased Premises of the Airline that the City deems reasonably necessary for the efficient utilization of such deleted Gates.

Section 5.07 Accommodation Of The Airline When Exceeding Utilization Standards.

If at any time, the Airline's utilization of the Gates that are part of its Leased Premises exceeds the utilization standard set forth in Section 5.06(b), the City shall be obligated, upon the Airline's request, to accommodate the Airline by leasing to the Airline an appropriate amount of square feet of City-Controlled Facilities (if such facilities are available), necessary to cause the Airline to meet Daily Average Utilization standard. If such need cannot be fully met by the leasing of City-Controlled Facilities, the City shall attempt to accommodate the Airline by reclaiming Gates that are then leased to other airlines who are not meeting the utilization requirements set forth in Section 5.06. In such event, the City shall review the Gate utilization of such other airlines pursuant to the standards set forth in Section 5.06 and, if the City determines that it has the right pursuant to Section 5.06 to reclaim Gates and related Leased Premises used by such airlines, it will do so and add to the Airline's Leased Premises hereunder such Gates and related Leased Premises; provided, however, if an airline has been operating at the Airport for less than six (6) months prior to the Airline's request for accommodation under this Section 5.07, the City's obligation to reclaim Gates and related Leased Premises from such airline pursuant to this Section 5.07 shall not be operative until such airline has been operating at the Airport for a period of six (6) months; and, provided, further, that in the event one or more Gates are added to the Airline's Leased Premises pursuant to this Section 5.07, the Airline shall accommodate the airline or airlines, if any, previously utilizing such Gates on the Airline's Leased Premises in accordance with Section 504(c), except, that the accommodated airline or airlines shall be obligated to pay only the amounts set forth in Section 4.03(b)(ii).

Section 5.08 Revisions To Airline Leased Premises.

Any revision to the Airline's Leased Premises pursuant to this Article V shall be reflected in a revised (Sub)Exhibit F hereto approved by the Commissioner, which revision shall not be deemed to be an amendment to this Agreement.

Article VI.

Transition Provisions.

Section 6.01 Existing Use Agreements.

The Airline hereby acknowledges that other airlines are operating and may, through December 31, 1995, continue to operate at the Airport under

Existing Use Agreements which provide for various contractual rights and obligations of the City and such airlines. Nothing in this Agreement is intended to impair the contractual rights and obligations of such airlines with respect to the City or the City with respect to such airlines. Rates and charges for such airlines' use of the Airport will continue to be set under their Existing Use Agreements so long as such Existing Use Agreements remain in effect.

Section 6.02 Existing Funds.

To the extent legally permissible, the City shall transfer amounts, if any, remaining in funds created under the Existing Use Agreements and on hand as of the Effective Date to the Funds set forth in Section 7.01 below, and the City shall maximize to the extent necessary the collection of Revenues from airlines operating at the Airport under Existing Use Agreements in order to allocate costs equitably among all airlines operating at the Airport.

Article VII.

Creation Of Funds.

Section 7.01 Creation Of Funds.

(a) Immediately after the Effective Date, the City shall create the following Funds:

- (i) Revenue Fund;
- (ii) O. & M. Fund, including an O. & M. Reserve Account and a Working Capital Account;
- (iii) Repair and Replacement Fund;
- (iv) Emergency Reserve Fund;
- (v) Special Project Fund; and
- (vi) Airport Development Fund.

(b) Amounts held in all Funds shall be used for the purposes set forth in this Agreement and any Bond Ordinance.

Section 7.02 Funds Created Pursuant To Bond Ordinances.

(a) At such time as the Bond Ordinance is adopted by the City and a pledge of Revenues or net Revenues of the Airport is effective thereunder, the provisions of such Bond Ordinance shall supersede the provisions of this Article VII in the following manner:

(i) the Funds, if any, created in such Bond Ordinance shall supersede and replace the Funds created pursuant to Section 7.01;

(ii) the priority of deposits into the Funds established in such Bond Ordinance shall supersede the priority of deposits into the Funds established in Section 7.03.

(iii) the Fund Deposit Requirements established in such Bond Ordinance shall supersede the Fund Deposit Requirements set forth in Section 7.03; and

(iv) the uses of the Funds established in such Bond Ordinance shall supersede the uses of Funds established in Section 7.04.

(b) To the extent a Bond Ordinance creates any Fund Deposit Requirements to be funded from Landing Fees, Terminal Ramp Fees or Terminal Rentals which, in the aggregate, are greater than the Fund Deposit Requirements set forth herein, a Majority-in-Interest of the Signatory Airlines shall have the right to approve such Fund Deposit Requirements. The Fund Deposit Requirement provisions of a Bond Ordinance shall be deemed approved by a Majority-in-Interest of the Signatory Airlines if a Majority-in-Interest does not disapprove of a draft of such provisions (in substantially the form ultimately adopted in the Bond Ordinance) in writing to the City within forty-five (45) days of the submission of the draft to the Signatory Airlines.

Section 7.03 Deposits Into Funds.

(a) All Revenues collected by the City shall be promptly deposited into the Revenue Fund. Any amounts deposited in the Revenue Fund at any time shall be disbursed and applied by the City as required to make the following deposits on the following dates and in the following amounts with respect to each Fiscal Year:

(i) By the first business day immediately preceding the tenth (10th) day of each month, the City shall deposit into the O. & M. Fund one-twelfth (1/12) of the projected O. & M. Expenses for such Fiscal Year plus one-

twelfth (1/12) of the Fund Deposit Requirements for the O. & M. Reserve Account and the Working Capital Account; provided, however, that if, in accordance with Section 9.03, the City adjusts the remaining monthly Airline Fees and Charges for such Fiscal Year, the amount required to be deposited in the O. & M. Fund each month of the remaining portion of such Fiscal Year shall be increased or decreased as appropriate.

(ii) On the first business day immediately preceding the first (1st) and one hundred eighty-second (182nd) day of such Fiscal Year, the City shall make the following deposits in the manner and order of priority set forth below:

First: The City shall deposit into the Repair and Replacement Fund an amount equal to one-half (1/2) of the Fund Deposit Requirement for the Repair and Replacement Fund for such Fiscal Year.

Second: The City shall next deposit into the Emergency Reserve Fund an amount equal to one-half (1/2) of the Fund Deposit Requirement for the Emergency Reserve Fund for such Fiscal Year.

Third: The City shall next deposit into the Special Project Fund an amount equal to one-half (1/2) of the Fund Deposit Requirement for the Special Project Fund for such Fiscal Year.

Fourth: The City shall next deposit into the Airport Development Fund the following amounts for such Fiscal Year: (i) (a) in the event the net revenues of the Parking and Roadway Area determined pursuant to Section 8.06 do not exceed the Base Amount, \$0; (b) in the event the net revenues of the Parking and Roadway Area are greater than the Base Amount but less than or equal to the Maximum Amount, the amount by which the net revenues of the Parking and Roadway Area exceed the Base Amount; and (c) in the event that the net revenues of the Parking and Roadway Area exceed the Maximum Amount, one-half of the net revenues of the Parking and Roadway Area; and (ii) for any such Fiscal Year for which the City and the Airline have agreed upon a Target Cost, the amount, if any, by which the Target Cost exceeds the Net Cost for such period; provided, however, that if at any time and for so long as the accumulated deposits held in the Airport Development Fund equal or exceed the amount of \$25,000,000, escalated in accordance with Section 7.05, no further deposits shall be permitted.

(b) The Fund Deposit Requirements for each Fund and/or account for each Fiscal Year shall be as follows:

(i) The Fund Deposit Requirement for the O.&M. Reserve Account of the O.&M. Fund shall equal, for the Fiscal Year ending December 31,

1993, \$1,500,000, for the Fiscal Year ending December 31, 1994, \$2,000,000, for the Fiscal Year ending December 31, 1995, \$1,500,000, and for each Fiscal Year thereafter, the amount which together with the balance in the O.&M. Reserve Account shall be equal to one-sixth (1/6) of the projected O.&M. Expenses for such Fiscal Year.

(ii) The Fund Deposit Requirement for the Working Capital Account shall equal, for each Fiscal Year, the Working Capital Requirement for such Fiscal Year.

(iii) The Fund Deposit Requirement for the Repair and Replacement (R.&R.) Fund shall equal \$-0- for the Fiscal Year ending December 31, 1993, \$250,000 for the Fiscal Year ending December 31, 1994, \$500,000 for the Fiscal Year ending December 31, 1995, \$750,000 for the Fiscal Year ending December 31, 1996, and for each Fiscal Year thereafter, it shall be \$1,000,000 escalated in accordance with Section 7.05.

(iv) The Fund Deposit Requirement for the Emergency Reserve Fund shall equal \$-0- for the Fiscal Year ending December 31, 1993, \$250,000 for the Fiscal Year ending December 31, 1994, and for each Fiscal Year thereafter, the amount necessary to bring the balance in the Emergency Reserve Fund up to the Required Balance for such Fiscal Year. The Required Balance shall be \$250,000 for the Fiscal Year ending December 31, 1994, and for each Fiscal Year thereafter, the Required Balance shall be the prior year's required Balance plus the percentage increase, if any, in the Producer Price Index during the most recently ended twelve-month period for which such Producer Price Index is available.

(v) For each Fiscal Year, the Fund Deposit Requirement for the Special Project Fund shall equal the amount designated by a Majority-in-Interest to be expended on capital projects approved by a Majority-in-Interest.

(c) If at any time when deposits are required to be made to any Funds pursuant to this Section 7.03, moneys held in the Revenue Fund are insufficient to make any such required deposit, the deposit shall be made on the next applicable deposit date after required deposits into all other Funds of higher priority are made in full.

Section 7.04 Uses Of Funds.

The moneys on deposit in the Funds described in this Article VII shall be used in accordance with the provisions of this Agreement and the Bond Ordinance.

(a) Any balance in the Revenue Fund after the deposits and transfers set forth herein shall remain in the Revenue Fund and shall be available only (i) to meet deficiencies arising in any of the Funds in the order of their priority and (ii) to make future deposits and transfers required hereunder.

(b) The moneys in the O.&M. Fund, including the O.&M. Reserve Account, shall be used by the City to pay O.&M. Expenses.

(c) Notwithstanding the provisions of paragraph (b) above, the moneys in the Working Capital Account of the O.&M. Fund may be used by the City for any lawful Airport working capital purpose.

(d) The moneys in the Repair and Replacement (R.&R.) Fund shall be used for paying the cost of maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport whether caused by normal wear and tear or by unusual and extraordinary occurrences, including costs of painting, major repairs, renewals and replacements, damage caused by storms or other unusual causes.

(e) The moneys in the Emergency Reserve Fund shall be used for the following purposes:

(i) In the event any payment on account of any awards, judgments or settlements resulting from any of the events described in Section 13.01 becomes due and payable in any Fiscal Year, the City shall withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount of such payment or (2) the balance of the Emergency Reserve Fund and shall apply such amount to such payment, before including any amounts attributable thereto as O.&M. Expenses in the calculation of Airline Fees and Charges.

(ii) In the event there are, in any Fiscal Year, amounts owed by any Signatory Airline, or any airline signatory to an Existing Use Agreement, to the City that are unpaid when due and reasonably deemed uncollectible by the City after collection efforts have been undertaken in accordance with Section 9.05(c), the City shall make payments out of the Emergency Reserve Fund to pay such amounts before including such amounts in the calculation of Airline Fees and Charges.

(f) The moneys in the Special Project Fund shall be used for payment of capital projects approved by a Majority-in-Interest.

(g) The moneys in the Airport Development Fund may be used by the City for any lawful Airport purpose in the City's sole discretion; provided, however, that if Section 8.08(a) is applicable, the City shall be obligated to

use deposits in the Airport Development Fund to the extent necessary to make the deposits required pursuant to Section 7.03.

Section 7.05 Adjustments To Fund Deposit Requirements; Prorations.

(a) On the first day of each Fiscal Year commencing after the Fiscal Year ending December 31, 1996, the specific dollar amount referred to in Section 7.03(b)(ii) shall be adjusted for the next succeeding Fiscal Year by multiplying the prior year's amount by a factor of one (1) plus the percentage increase, if any, in the Producer Price Index during the most recently ended twelve-month period for which such Producer Price Index is available.

(b) If the Effective Date is any day other than the first day of a Fiscal Year, any amounts set forth or described in this Agreement which are to be calculated or determined on the basis of a full Fiscal Year shall be prorated for the portion of the Fiscal Year which occurs on and after the Effective Date, and a corresponding proration of such amounts shall be made for the portion of the Fiscal Year which occurs prior to the termination of this Agreement.

Article VIII.

*Cost Centers; Calculation Of Rentals,
Fees And Charges.*

Section 8.01 Cost Centers.

In order to allocate the net cost of operating, maintaining and developing the Airport among all of the Signatory Airlines, the following Cost Centers have been created hereunder.

- (i) Airfield Area;
- (ii) Terminal Area;
- (iii) Terminal Ramp Area;
- (iv) Parking and Roadway Area;
- (v) Support Facilities Area; and
- (vi) Indirect Cost Center.

The City may elect to create additional cost centers in the future, e.g., an international cost center or a commuter cost center, with appropriate fees related thereto.

Section 8.02 Allocation Methodology.

In order to calculate Airline Fees and Charges, the City shall account for, and allocate between the Cost Centers, Debt Service, Fund Deposit Requirements, the Working Capital Requirement and Non-Airline Revenues. The City shall then allocate the costs of the Indirect Cost Center and the net revenues or net deficit of the Parking and Roadway Area to the other Cost Centers. All such allocations of expenses and revenues shall be in accordance with the allocation methodology described in (Sub)Exhibit G and shall be based upon the City's estimates for each Fiscal Year. The aggregate of Airline Fees and Charges payable by all Signatory Airlines, together with Non-Airline Revenues, for each Fiscal Year shall be sufficient to pay for the cost of operating, maintaining and improving the Airport, and to satisfy all of the City's obligations to make all deposits and payments under this Agreement and any Bond Ordinance.

Section 8.03 Landing Fees.

(a) For each Fiscal Year, the Landing Fee for each Revenue Landing of an aircraft operated by the Airline shall be an amount equal to the product of (i) the number of thousands of pounds of the Maximum Approved Gross Landing Weight of the aircraft involved in the Revenue Landing, multiplied by (ii) the Landing Fee Rate for such Fiscal Year.

(b) The Landing Fee Rate for any Fiscal Year shall be determined (to the nearest 1/10th of one cent (\$.001) per each one thousand (1,000) pounds) by dividing the Airfield Area requirement for such Fiscal Year calculated pursuant to paragraph (c) of this Section 8.03, by the total Maximum Approved Gross Landing Weight in thousand-pound units of all aircraft of all Signatory Airlines landed in Revenue Landings during such Fiscal Year.

(c) The Airfield Area requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) Target Cost of the Airfield Area (or Net Cost of the Airfield Area if substituted pursuant to Section 8.08) and any supplemental charges required pursuant to Section 8.08;

(ii) Debt Service allocated to the Airfield Area;

(iii) Fund Deposit Requirements and Working Capital Requirement allocated to the Airfield Area;

(iv) Any amount payable by any Signatory Airline determined to be unpaid when due in accordance with Section 9.05 (so long as the City has first applied any security deposit then held by the City as set forth in Section 9.06, hereof) or any amount payable by any airline signatory to an Existing Use Agreement reasonably determined to be unpaid when due; and

(v) The net deficit, if any, of the Support Facilities Area,

minus, for such Fiscal Year the net revenues, if any, of the Support Facilities Area.

Section 8.04 Terminal Rentals.

(a) The Airline's Terminal Rentals for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of square feet of the Airline's Leased Premises, multiplied by (ii) the Terminal Rental Rate for such Fiscal Year; provided that Terminal Rentals for any Leased Premises leased by the Airline pursuant to Section 4.01 as Joint Use Premises shall be prorated between the airlines using such Leased Premises in accordance with the joint use formula then in effect. The number of square feet of the Airline's Leased Premises shall be determined following the submission of all as-built drawings for the Capital Improvement Program. (Sub)Exhibit F hereto describing the Airline's Leased Premises shall be amended at the time of such submission of as-built drawings to set forth the exact number of square feet of Leased Premises and to include drawings, including field measurements of the Leased Premises. Such amendment of (Sub)Exhibit F shall be accomplished by agreement of the Airline and the Commissioner.

(b) The Terminal Rental Rate for any Fiscal Year shall be determined by dividing the Terminal Area requirement for such Fiscal Year calculated pursuant to Paragraph (c) of this Section 8.04, by the total number of square feet of Leased Premises of all Signatory Airlines.

(c) The Terminal Area requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) Target Cost of the Terminal Area (or Net Cost of the Terminal Area if substituted pursuant to Section 8.08) and any supplemental charges required pursuant to Section 8.08;

(ii) Debt Service allocated to the Terminal Area; and

(iii) Fund Deposit Requirements and Working Capital Requirements allocated to the Terminal Area.

Section 8.05 Terminal Ramp Fees.

(a) For each Fiscal Year, the Terminal Ramp Fee shall be an aggregate amount equal to the product of (i) the number of square feet of Aircraft Parking Area assigned to the Airline, multiplied by (ii) the Terminal Ramp Rate for such Fiscal Year.

(b) The Terminal Ramp Rate for any Fiscal Year shall be determined by dividing the Terminal Ramp Area requirement for such Fiscal Year calculated pursuant to Paragraph (c) of this Section 8.05, by the total number of square feet of Aircraft Parking Area assigned to all Signatory Airlines.

(c) The Terminal Ramp Area requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) Target Cost of the Terminal Ramp Area (or Net Cost of the Terminal Ramp Area if substituted pursuant to Section 8.08) and any supplemental charges required pursuant to Section 8.08;

(ii) Debt Service allocated to the Terminal Ramp Area; and

(iii) Fund Deposit Requirements and Working Capital Requirements allocated to the Terminal Ramp Area.

Section 8.06 Net Revenues Of Parking And Roadway Area.

The net revenues (or in the case of a negative number, the net deficit) of the Parking and Roadway Area shall be an amount equal to Non-Airline Revenues of the Parking and Roadway Area minus the sum of:

(i) O. & M. Expenses and the net deficit of the Indirect Cost Center allocated to the Parking and Roadway Area;

(ii) Debt Service allocated to the Parking and Roadway Area; and

(iii) Fund Deposit Requirements and Working Capital Requirements allocated to the Parking and Roadway Area.

Section 8.07 Net Revenues Of Support Facility Area.

The net revenues (or in the case of a negative number, the net deficit) of the Support Facilities Area shall be an amount equal to Non-Airline Revenues of the Support Facilities Area minus the sum of:

(i) O. & M. Expenses and the net deficit of the Indirect Cost Center allocated to the Support Facilities Area;

(ii) Debt Service and Working Capital Requirement allocated to the Support Facilities Area; and

(iii) Fund Deposit Requirements and Working Capital Requirement allocated to the Support Facilities Area.

Section 8.08 Target Cost.

The City and the Airline hereby agree that for the Fiscal Years ending December 31, 1993, 1994 and 1995, the Target Cost of the Airfield Area, the Terminal Area and the Terminal Ramp Area shall be as set forth on (Sub)Exhibit M hereto. Six months prior to the end of each Fiscal Year commencing with the Fiscal Year ending December 31, 1995, the City and the Airline shall negotiate in good faith to set the Target Cost of the Airfield Area, the Terminal Area and the Terminal Ramp Area for the ensuing Fiscal Year. In the event that the City and the Airline are unable to agree upon a Target Cost of the Airfield Area, the Terminal Area and the Terminal Ramp Area for any Fiscal Year, for such Fiscal Year, Net Cost of the Airfield Area shall be substituted for Target Cost of the Airfield Area for purposes of determining the Landing Fee Rate pursuant to Section 8.03(c)(i), Net Cost of the Terminal Area shall be substituted for Target Cost of the Terminal Area for purposes of determining the Terminal Rental Rate pursuant to Section 8.04(c)(i), and Net Cost of the Terminal Ramp Area shall be substituted for Target Cost of the Terminal Ramp Area for purposes of determining the Terminal Ramp Rate pursuant to Section 8.05(c)(i).

(a) In the event that Net Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area for any Fiscal Year (for which the City and the Airline have agreed upon a Target Cost) exceeds the Target Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area, as the case may be, for such Fiscal Year, the City shall use funds that would otherwise be deposited in the Airport Development Fund during that Fiscal Year pursuant to Section 7.03(a)(ii) to the extent necessary to make the deposits required to be made by the City pursuant to Section 7.03(a).

(b) In the event that Net Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area for any Fiscal Year (for which the City and the Airline have agreed upon a Target Cost) exceeds the Target Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area, as the case may be, for such Fiscal Year by more than the amount that would, but for the provisions of Paragraph 8.08(a), be deposited in the Airport Development Fund for such Fiscal Year, then the City shall be entitled to charge the Airline, and the Airline shall be required to pay, such shortfall

by means of an immediate adjustment in Airline Fees and Charges to include such shortfall.

(c) In the event that the Target Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area for any Fiscal Year (for which the City and the Airline have agreed upon a Target Cost) is in excess of the Net Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area, as the case may be, for such Fiscal Year, the City shall deposit in the Airport Development Fund such excess.

Section 8.09 Non-Party Landing Fees.

The City shall charge a Fee (the "Non-Party Landing Fee") for each Revenue Landing of any aircraft operated by a Non-Party. The Non-Party Landing Fee shall be the greater of either (i) a minimum landing fee established by the City; or (ii) the product of (a) the Maximum Approved Gross Landing Weight of the aircraft involved in the Revenue Landing; and (b) the Non-Party Landing Fee Rate. The Non-Party Landing Fee Rate for any Fiscal Year shall not be less than one hundred twenty-five percent (125%) of the Landing Fee Rate for such Fiscal Year.

Article IX.

Payment Of Rentals, Fees And Charges.

Section 9.01 Information On Airline Operations.

(a) Not later than one hundred twenty (120) days prior to the end of each Fiscal Year, the Airline shall furnish the City with an estimate of (i) the total Maximum Approved Gross Landing Weight of all aircraft to be landed at the Airport by the Airline during the next ensuing Fiscal Year and (ii) the number of Enplaned Passengers, Deplaned Passengers and through passengers of the Airline during the next ensuing Fiscal Year.

(b) Not later than the fifteenth (15th) day of each month of each Fiscal Year, the Airline shall complete and file with the City, on forms prescribed by the City, the following information and data for the previous month:

(i) the number of the Airline's Revenue Landings and Maximum Gross Approved Landing Weight of Revenue Landings;

(ii) the number of the Airline's Enplaned Passengers, Deplaned Passengers, through passengers and non-revenue passengers departing from the Airport;

(iii) the number of Revenue Landings, Enplaned Passengers, Deplaned Passengers and through passengers and Maximum Approved Gross Landing Weight of aircraft ground handled by the Airline; and

(iv) the amount of enplaned and deplaned freight, mail and other cargo, expressed in tonnage, handled by Airline.

Section 9.02 Statement Of Airline's Estimated Annual Airport Fees And Charges; Payment Of Airline Fees And Charges.

(a) Not later than sixty (60) days prior to the beginning of each Fiscal Year, the City shall furnish the Airline with a preliminary calculation pursuant to Article VIII for such Fiscal Year of the Terminal Rental Rate, the Airline's Terminal Rentals, the Airline's Terminal Ramp Fee and the Landing Fee Rate, and not later than the last day of the prior Fiscal Year, the City shall furnish the Airline with a revised estimated calculation of such amounts for such Fiscal Year (the "Statement of Airline's Estimated Annual Fees and Charges").

(b) Not later than the first (1st) day of each month of each Fiscal Year, the Airline shall pay, without invoice, all of its Terminal Rentals and Terminal Ramp Fees for such month, as set forth in the Statement of Airline's Estimated Annual Fees and Charges.

(c) Not later than the fifteenth (15th) day of each month of each Fiscal Year, the Airline shall furnish the City with a statement signed by an authorized representative of the Airline, certifying the actual number of the Airline's Revenue Landings, by type, model and weight of aircraft, during the preceding month, accompanied by payment of the amount of Landing Fees due for such preceding month based on such actual number of Revenue Landings.

Section 9.03 Adjustment Of Airline Fees And Charges.

If at any time during any Fiscal Year, the City's forecast based upon its most recently available information with regard to expenses and revenues actually incurred or realized during such Fiscal Year, together with the most recently available information with respect to Airline Fees and Charges actually received by the City, indicates that payment of Airline Fees and Charges by the Airline at the then-existing rates would result in an underpayment or overpayment of five percent (5%) or more of the amount required hereunder to be generated by the City through Airline Fees and Charges during such Fiscal Year, the City may adjust the remaining

monthly Airline Fees and Charges for such Fiscal Year to conform to its current projection; provided, however, that in no event shall the Airline Fees and Charges be adjusted more frequently than three times per year.

Section 9.04 Statement Of Airline's Actual Annual Airport Fees And Charges.

(a) Within one hundred twenty (120) days after the close of each Fiscal Year, the City shall recalculate and adjust the Landing Fee Rate, Terminal Rental Rate and Terminal Ramp Fee in effect during the preceding Fiscal Year. The City's adjustment shall be based on the calculation procedures established in this Agreement, but shall use actual costs, revenues, number of Deplaned Passengers, square footage of Leased Premises and Aircraft Parking Area and number of Revenue Landings and Maximum Adjusted Gross Landed Weight. Based on such adjustment and on the provisions of Section 8.08, the City shall recalculate Airline Fees and Charges payable for such Fiscal Year. Said Airline Fees and Charges shall be set forth and supported by the Statement of Airline's Actual Annual Airline Fees and Charges.

(b) In the event that the Airline's Airline Fees and Charges actually paid during such preceding Fiscal Year exceed the amount of the Airline's Airline Fees and Charges payable (as recalculated pursuant to (a) above), the Airline shall receive a credit in the amount of one-sixth (1/6) of such overpayment against each of the next ensuing six monthly payments of Airline Fees and Charges. In the event that the Airline's Airline Fees and Charges actually paid during such preceding Fiscal Year are less than the amount of the Airline's Airline Fees and Charges payable (as recalculated pursuant to (a) above), the Airline shall pay to the City within thirty (30) days of its receipt of the Statement of Airline's Actual Annual Fees and Charges the amount of such deficiency.

Section 9.05 Place Of Payment; Late Payments.

(a) All amounts due from the Airline hereunder shall be paid to the City of Chicago at the Office of the City's Comptroller or at such other place as may be hereafter designated by the City's Comptroller.

(b) Any amount which is not paid within five (5) days of when due and, if appropriate, invoiced, shall bear interest from its due date at a rate three (3) percent higher than the "corporate base rate" of interest announced from time to time by the largest commercial bank in the City. At any time such bank does not announce such a rate, the rate of interest shall be that charged by such bank to its most credit-worthy customers.

(c) Amounts due the City under this Agreement from any Signatory Airline may be included in the calculation of Airline Fees and Charges

hereunder when more than ninety (90) days past due and reasonably deemed by the City to be uncollectible. The City shall diligently pursue all appropriate remedies to collect all such unpaid amounts both prior to and after the expiration of such ninety (90) day period and any such unpaid amounts subsequently collected shall be included in Non-Airline Revenues for the Fiscal Year in which collected.

Section 9.06 Security Deposits.

(a) In order to guarantee the timely payment of all Airline Fees and Charges, the Airline shall remit to the City, within ten (10) days of the Effective Date hereof, a security deposit in an amount equal to (a) the Airline's estimated Landing Fees for three (3) months (as determined on the basis of the Airline's published schedule as of that date and the actual Landing Fee Rate effective as of that date), plus (b) the Airline's estimated Terminal Rentals for three (3) months (as determined on the basis of the square footage of the Airline's Leased Premises as of that date), plus (c) the Airline's estimated Passenger Facility Charges for three (3) months. Such deposit shall be in the form of an irrevocable letter of credit from a bank acceptable to the City, cash, or such other form of security as the City may deem acceptable.

(b) At any time that (i) any of the Airline's Airline Fees and Charges or any other amounts due hereunder are more than thirty (30) days past due, (ii) the Airline shall fail to transmit to the City P.F.C.s in accordance with Section 17.02 hereof or (iii) the Airline shall fail to keep the Leased Premises and any interest therein and any improvements thereon free and clear of any and all liens in accordance with Section 12.05 of this Agreement, the City, upon written notice to the Airline, shall be entitled to apply the security deposit described in Section 9.06(a) above to the payment of such unpaid amounts or to the costs of removal of such liens, as the case may be. In any such event, the Airline shall again meet the security deposit requirement set forth in Section 9.06(a) above within seven (7) days from its receipt of such written notice.

Section 9.07 Right To Contest; No Abatement Or Set-Off.

(a) The payment by the Airline to the City, and the acceptance by the City from the Airline, of any amount hereunder shall not preclude either the Airline or the City from questioning the accuracy of any statement on the basis of which such payment was made, or preclude the City from making any claim against the Airline for any additional amount payable by the Airline hereunder, or preclude the Airline from making, within such period, any claim against the City for credit for any excess amount paid by the Airline hereunder.

(b) Notwithstanding the foregoing, the Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Airline Fees and Charges payable hereunder.

Section 9.08 No Other Fees And Charges.

No rents, fees or charges other than herein expressly referred to or provided for, shall be imposed by the City upon any of the Signatory Airlines, its employees, agents, passengers, Contractors, customers, suppliers of materials or furnishers of services for the use of or access to the Airport or otherwise directly or indirectly relating to the conduct of such party's business at the Airport; provided, however, that the foregoing shall not be construed to prohibit the City from imposing and collecting charges and fees (a) for the use of specified equipment or facilities at the Airport to recover the cost of such equipment or facilities, (b) for the use of the public auto parking areas on the Airport, (c) from operators of ground transportation to, from and on the Airport, (d) from any concessionaire at the Airport in accordance with the terms of a contract with the City for the operation of such concession, and (e) from any person, other than an airline conducting an air transportation business, for access to the Airport for the conduct of its business; and provided, further, that the City reserves the right to impose and use a Passenger Facility Charge; and provided, further, that the foregoing shall not apply to any taxes, permits or license fees levied or imposed by the City.

Section 9.09 Airline Books And Records.

The Airline shall maintain and/or make available upon reasonable notice at its office in Chicago, Illinois, or at the Airport, books, records and accounts relevant to the determination of any Airline Fees and Charges, including, without limitation, records of its Revenue Landings at the Airport, each such item of information to be maintained for a period of at least five (5) years from the date of creation unless necessary for pending litigation. If such books, records and accounts are not maintained at such office, the Airline shall in any case maintain such books, records and accounts within the United States and the Airline shall promptly furnish the Commissioner, the City Comptroller of the City and the U.S. Comptroller General with all information reasonably requested by them with respect to such books, records and accounts. The Commissioner, the City Comptroller of the City and the U.S. Comptroller General, and such persons as may be designated by them, shall have the right, at all reasonable times, subject to prior written notice to the Airline, to examine, make copies of, and take extracts from such books, records and accounts.

Section 9.10 City Books And Records.

The City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate under the provisions of this Agreement. Such books, records and accounts shall contain all items affecting the computation of Airline Fees and Charges, recorded in accordance with generally accepted accounting principles. The Airline shall have the right, at any reasonable time and at its own expense, to examine, make copies of, and take extracts from such books, records and accounts.

Article X.

Approval Of The Capital Improvement Program, Other Projects And The Issuance Of Bonds.

Section 10.01 Approval Of The Capital Improvement Program.

The City and the Airline each hereby approve the implementation, in accordance with the provisions of this Article X and Article XII of the Capital Improvement Program described in (Sub)Exhibit C. If the City reasonably expects the cost of any individual project listed on (Sub)Exhibit C to vary by more than fifteen percent (15%) from the estimated cost for such project set forth on (Sub)Exhibit C, it shall so notify the Airline. The City shall consult with the Airline as to how amounts available to fund the Capital Improvement Program should be allocated among the individual projects of the Capital Improvement Program; provided, however, that the final decision on such allocation of funds shall be in the sole discretion of the City.

Section 10.02 Issuance Of Bonds.

(a) The Airline hereby authorizes the City to issue Bonds and include in the calculation of Airline Fees and Charges the Debt Service on such Bonds, without any further approvals, for any of the following purposes:

(i) to fund all costs related to the Capital Improvement Program;

(ii) to fund the cost of planning, designing, constructing and equipping capital projects (A) necessary to comply with any current or future law, rule, regulation, policy or order of any federal, state or local agency or any federal or state grant agreement or airport certification requirement, (B) for emergency or airfield safety purposes, (C) which an Independent

Airport Consultant has projected would result in no net increase in Airline Fees and Charges on an average basis over a five (5) year period, (D) necessary to remedy any environmental concern or comply with any of the Environmental Laws, or (E) having a cumulative net cost (actual cost less the proceeds of any insurance, or the proceeds of any federal or state grant) to the City in any five (5) Fiscal Year period of less than \$2.5 Million, excluding those capital projects funded with Bonds issued pursuant to subparagraphs (i), (ii)(A) through (D), and (iii);

(iii) to fund the cost of planning, designing, constructing and equipping any other capital project approved pursuant to Section 10.03;

(iv) to fund deficiencies in the amount of insurance or condemnation proceeds in accordance with the provisions of Article XIV;

(v) to fund, to the extent not covered by insurance, the cost of settling claims, satisfying judgments or complying with judicial orders against the City by reason of its ownership, operation, maintenance, development, improvement (including design and construction) or use of the Airport unless caused by the intentional misconduct or gross negligence of the City, its officials, employees, or agents;

(vi) to fund capitalized interest on, and Fund Deposit Requirements with respect to, Bonds issued pursuant to subparagraphs (i) through (v) above; and

(vii) to fund all costs related to the issuance of Bonds issued pursuant to subparagraphs (i) through (vi) above, including, but not limited to, underwriters' discount, legal and financial advisors' fees, other consultants' fees, credit facility fees, remarketing fees, bond insurance premiums and arbitrage rebate requirements.

(b) At least forty-five (45) days prior to the issuance of any Bonds, the City shall give written notice of such financing to the Airline. Such notice will provide the proposed terms of such financing and the estimated Debt Service payable as a result thereof. Upon request of a Majority-in-Interest filed with the City within ten (10) business days following receipt of such notice by the Airline, the City will convene a meeting of the Signatory Airlines to discuss the financing, including possible alternatives to the issuance of bonds. The Signatory Airlines have formed an Airport Affairs Committee to address financial and other issues requiring Majority-in-Interest approval.

(c) The Airline hereby acknowledges that prior to the Effective Date the City issued the Bond Anticipation Notes to fund certain costs related to the Capital Improvement Program and that the Debt Service on the Bond Anticipation Notes is includible in Airline Fees and Charges.

Section 10.03 Majority-In-Interest Approval For Additional Capital Projects.

(a) In the event the City desires to obtain approval for an additional capital project to be funded through the issuance of Bonds pursuant to Section 10.02(a)(iii), the City shall submit a proposal to the Signatory Airlines, which proposal shall include an estimate of (i) the cost of such capital project, (ii) the Debt Service resulting therefrom, (iii) the projected completion date for such capital project, (iv) the proposed allocation of Debt Service among the Cost Centers, and (v) projected impact upon rates and charges.

(b) A capital project shall be deemed to be approved pursuant to this Section 10.03 if a Majority-in-Interest does not disapprove of the capital project in writing to the City within thirty (30) days of the submission of the above-described proposal to the Signatory Airlines.

Section 10.04 Other Projects And Obligations.

(a) In addition to, and not in limitation of, any and all rights and obligations of the City contained in this Article X, the City may issue obligations (other than Bonds) and use the proceeds thereof to fund the cost of designing, constructing and equipping capital projects for the Airport or for any other airports owned, operated or controlled by the City so long as the debt service thereon is not included in the calculation of Airline Fees and Charges. Such issuance of obligations shall not require the consent of the Airline or a Majority-in-Interest. These obligations may include, without limitation, Special Facility bonds or bonds secured by Passenger Facility Charge revenues.

(b) In addition to, and not in limitation of, any and all rights and obligations of the City contained in this Article X, the City may, without the consent of the Airline or a Majority-in-Interest, fund the cost of designing, planning, constructing and equipping capital projects for the Airport or for any other airports owned, operated or controlled by the City, from any other source of funds available to the City for such purpose, including, without limitation: (i) amounts in the Repair and Replacement Fund and Emergency Reserve Fund (subject to the limitations provided elsewhere in this Agreement), (ii) amounts in the Airport Development Fund, or any other fund created pursuant to or as required by any Bond Ordinance, (iii) proceeds of Government Grants-in-Aid, (iv) proceeds of any gift, bequest, contribution or donation to the Airport, including any funds provided by any person or entity, including an airline, doing business at the Airport, (v) proceeds of any insurance or condemnation award subject to any restrictions on the use of such proceeds set forth in Article XIV hereof and (vi) proceeds of any Passenger Facility Charge.

Section 10.05 Special Facility Financings.

The following provisions shall apply in the event of a Special Facility:

(a) The provisions of Section 13.02 shall apply to any user of a Special Facility except that references to "Airline" shall be deemed to be references to the user of the Special Facility and references to "this Agreement" shall be deemed to be references to this Agreement or the Special Facility use agreement.

(b) In the event a Special Facility or a portion thereof shall be damaged or destroyed or is taken as a result of an eminent domain proceeding, all proceeds resulting from eminent domain proceedings shall be applied as provided below:

(i) The City shall replace, repair, rebuild or restore such portion of a Special Facility to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City may determine; or

(ii) The City shall apply such proceeds to redeem any outstanding Special Facility obligations, provided, however, that Special Facility obligations may be redeemed only if such damage, destruction or condemnation is of property the acquisition of which was funded with the proceeds of such Special Facility obligations, and if: (i) the Special Facility has been restored to substantially the same condition as it had been prior to such damage, destruction or taking; or (ii) the City has determined that the portion of the Special Facility damaged, destroyed or taken is not necessary to the operation of the Airport.

In the event that sufficient insurance proceeds or proceeds from eminent domain proceedings are not available to restore the Special Facility to such former condition, the City may issue Special Facility obligations to fund such deficiency pursuant to Section 10.04(a).

(c) The user of a Special Facility shall covenant that it will not assign, sublet, transfer, convey, sell, mortgage, pledge or encumber such Special Facility or any part thereof, or any rights of the user of the Special Facility, nor will the user of the Special Facility allow the use of such Special Facility by any other person, without in each instance having first obtained prior written consent of the City.

(d) The City shall have the right, but shall not be obligated, to pledge the proceeds it receives from any transferee of the user of Special Facilities

or from any subsequent tenant of Special Facilities ("Reletting Proceeds") to the payment of Special Facility obligations; provided, however, that for any Special Facilities located in the Terminal Area, such proceeds shall be applied to the payment of the pro rata share for such Special Facilities of Terminal Rentals, as provided in subsection (e) below. Any ground rentals charged by the City to any user of Special Facilities shall be revenues of the Cost Center in which such Special Facility is located. Any reletting Proceeds received with respect to a Special Facility shall first be applied to the ground rentals charged for such Special Facility. Ground rentals for any Special Facility shall include a pro rata percentage of administrative and overhead expenses, as determined by the City.

(e) In the event a Special Facility is constructed in the Terminal Area, the City may determine to charge the Signatory Airlines and any user of a Special Facility, in addition to debt service on its Special Facility obligations and all other payments required to be paid by such user under the terms of its Special Facility lease, Terminal Rentals calculated as follows:

(i) A basic Terminal Rental Rate calculated in accordance with Section 9.04 with the following changes:

(A) for users of Special Facilities, the "Airline's Leased Premises" shall be deemed to be the premises exclusively or preferentially leased by such user in the Special Facility;

(B) for purposes of Section 8.04(c), the net cost of the Terminal Area shall exclude Debt Service allocated to the Terminal Area and attributable to Leased Premises of the Signatory Airlines (Section 8.04(c)(ii));

(C) the divisor for purposes of the calculation of the Terminal Rental Rate described in Section 8.04(b) shall be the sum of the total number of square feet of Leased Premises of all Signatory Airlines plus the total number of square feet of premises exclusively or preferentially leased in the Special Facility.

The basic Terminal Rental Rate so calculated shall be charged to each Signatory Airline for its Leased Premises under this Agreement and to the user of the Special Facility for the premises in the Terminal Area exclusively or preferentially leased to such user. Except as modified by this Section 10.05(e), Section 8.04 shall not apply in the event a Special Facility is located in the Terminal Area.

(ii) An additional Terminal Rental Rate calculated by dividing the sum of the Debt Service allocated to the Terminal Area and attributable to Leased Premises of the Signatory Airlines by the total number of square feet of Leased Premises of all Signatory Airlines (which shall not include the number of square feet of premises exclusively or preferentially leased in the Special Facility). The additional Terminal Rental Rate so calculated shall be charged to each Signatory Airline as a component of its Terminal Rentals for its Leased Premises under this Agreement, but not to the user of a Special Facility for the premises in the Terminal Area exclusively or preferentially leased to such user.

(iii) In addition to the Terminal Rentals for premises exclusively or preferentially leased in Special Facilities, as provided in Subsections (i) and (ii) above, users of Special Facilities shall be obligated to pay the appropriate rentals for premises they lease that are not part of a Special Facility, including without limitation, Terminal Rentals for Joint Use Premises based on the joint use formula then in effect.

Article XI.

Obligations Of The Airline And The City.

Section 11.01 Operation, Maintenance, Replacement And Repair.

(a) The City shall, in accordance with (Sub)Exhibit H, operate, maintain and keep in good repair, expending such amounts for O. & M. Expenses as may be reasonably necessary therefor, all of the areas and facilities of the Airport except as specifically excepted by Section 11.01(b).

(b) The Airline shall, in accordance with (Sub)Exhibit H, be responsible for and shall perform or cause to be performed, maintenance and repair of its Leased Premises. The Airline shall, at all times:

(i) Keep all fixtures, equipment and personal property in a clean, safe, sanitary and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements and inside painting such repairs, replacements and painting by the Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) For any equipment installed in or on the Leased Premises that is purchased using the proceeds of any financing sponsored by the City, repair, maintain and replace such equipment as is necessary to assure

that at the end of the term hereof the fair market value of such equipment and its remaining useful life will be consistent with, and sufficient to establish for applicable tax and accounting purposes, ownership of such equipment by the City;

(iv) Control of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its passengers, customers, employees, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(v) Either directly or through an independent contractor (which independent contractor shall obtain a City permit), dispose of its garbage, debris and other waste materials (excluding snow and ice).

If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of the Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, the Airline shall post guards or erect barriers or other safeguards as required and approved by the City and the F.A.A., at such locations. Compliance with such requirements shall not relieve the Airline from its liability for the safe performance of its obligations under this Agreement.

Section 11.02 Taxes, Licenses And Permits.

(a) The Airline shall pay or cause to be paid any and all taxes and shall obtain or cause to be obtained any and all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder, including without limitation, any and all taxes and other charges in connection with the Leased Premises.

(b) The City shall pay as an O. & M. Expense any and all applicable taxes or special assessments which may be levied or assessed upon the Leased Premises, except, however, any taxes associated with or assessed on any personal property or leasehold interests of the Signatory Airline located on such premises shall be the obligation of such Signatory Airline and, as such, shall be paid by such Signatory Airline and not by the City.

Section 11.03 Performance By The City Upon Failure Of The Airline.

If the Airline fails to perform, for a period of thirty (30) days after written notice from the City, any obligation required by this Article XI, the City may perform such obligation of the Airline, and charge the Airline for the cost to the City of such performance; provided, however, that if the Airline's failure to perform any such obligation endangers the health or safety of persons or

the safety of operations at the Airport and the City so states in its notice to the Airline, the City may perform such obligation of the Airline at any time after the giving of such notice and charge the Airline for its costs of such performance.

Section 11.04 Performance By The Airline Upon Failure Of The City.

If the City fails to perform, for a period of thirty (30) days after written notice from the Airline, any obligation required by Section 11.01(a), the Airline may, but is not required to, perform, by itself or jointly with any other Airline Parties, such obligation of the City, and charge the City for the cost to the Airline of such performance; provided, however, that if the City's failure to perform any such obligation endangers the safety of the Airline's operation at the Airport and the Airline so states in its notice to the City, the Airline may perform, by itself or jointly with any other Airline Parties, such obligation of the City at any time after the giving of such notice and charge the City for its costs of such performance; and, provided further, that in either event, the Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between the Airline and the City relating to the Airport. The City shall not be liable to the Airline for any loss of revenues to the Airline resulting from any of the City's acts, omissions or negligence in maintaining and operating the Airport.

Section 11.05 Utilities.

The Airline shall be responsible for paying all utilities provided to the Airline, its Contractors, agents and employees at the Leased Premises.

Article XII.

Work.

Section 12.01 Work In Connection With Capital Projects.

Work on any capital project shall be performed in accordance with this Section 12.01.

The City may perform Work on capital projects directly, using its own forces; indirectly, through contractors hired by the City; or through others, including Airline, delegated by the Commissioner in writing to perform the City's Work on capital projects; provided, however, that with respect to Project Contracts the City shall be named as a third party beneficiary with a direct right of enforcement. When so delegated to the Airline, Work on

Projects shall be performed by the Airline in accordance with this Agreement and the Work Procedures set forth in (Sub)Exhibit J. The City, in its discretion, may pursue remedies against Project Contractors for Work with respect to Projects. The City shall not delegate Work to the Airline without the Airline's prior written consent.

Each Project Contract for Work in an amount in excess of \$5,000,000 for Projects shall be publicly bid and awarded to the lowest responsive and responsible bidder; provided, however, that this requirement shall not apply if City determines in good faith that there is only one Project Contractor with the resources and experience necessary to perform the Work, or when the Project Contracts by their nature are not adapted to award by competitive bidding.

The City shall provide to the Airline at least once per Fiscal Year, a status report on the implementation of the Capital Improvement Program. Such status report shall include the project description, current status (percentage of design/construction completed), budgeted amount and the current estimated cost.

Section 12.02 Work In Connection With Airline Leased Premises.

(a) Airline shall have the right to perform Work on Leased Premises exclusively leased to the Airline at its own cost and expense, subject to the terms and conditions of this Agreement and to the provisions of Paragraphs (b) -- (f) hereinbelow.

(b) Airline shall provide City with a project liaison (the "Project Liaison") through whom City shall direct all communications regarding the Work. The Commissioner may, if appropriate, identify a work liaison (the "Work Liaison") to Airline through whom Airline shall direct all communications regarding Work and from whom any necessary consents and approvals will be issued.

(c) Airline shall provide City with all drawings, plans and specifications necessary to allow City to review and approve the interface points between Airline's Work on such Leased Premises and the terminal building.

(d) Airline shall submit to City (i) initial and updated construction schedules (which shall be reviewed by City 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) copies of insurance policies and

Contracts evidencing City has been named as an additional insured and indemnitee thereunder.

(e) City shall have the right to stop Work in the event it is not being performed in substantial accordance with the terms and conditions of this Agreement or in accordance with the drawings, plans and specifications approved by City under Section 12.02(c) above.

(f) In the event of termination or expiration of the term of this Agreement, if Airline's tenant improvements are attached or otherwise connected to the Leased Premises, Airline must leave them or, if removed, repair the Leased Premises to the reasonable satisfaction of City. Any tenant improvements left by Airline shall be deemed abandoned and become the property of City.

Section 12.03 Grant Of Construction Easement.

Airline, and any of its officers, employees, agents, and Contractors, shall be granted construction easements upon any part of the Airport, solely and to the extent necessary in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules and regulations established by the Commissioner. Airline shall provide advance notice through the Work Liaison to City of any such intended entry. The consent to enter shall not create, nor be deemed to imply the creation of, any additional responsibilities on the part of City.

Airline shall use, and shall cause each of its officers, employees, agents, and Contractors, to use, the highest degree of care when entering upon any property owned by City in connection with the Work. In the case of any property owned by City, or property owned by and leased from City, Airline shall comply and shall cause each of its officers, employees, agents, and Contractors to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including attorneys' reasonable fees, arising from, by reason of, or in connection with any such entry shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation the indemnification provisions contained in this Agreement.

Section 12.04 Nondisturbance Of Airport Tenants And Operations.

Any work by Airline and its Contractors shall be conducted in an orderly and proper manner, and shall not otherwise annoy, disturb, create a hazard, or be offensive to others at the Airport, or interfere with other projects on, or the operations of, the Airport, both landside and airside. Airline shall promptly comply, and shall cause its Contractors to comply, with any request from the Commissioner to correct the demeanor or conduct of the Contractors. In the event Airline or its Contractors fail to so comply,

Commissioner shall have the right to stop any or all Work being performed, until such compliance is achieved, without terminating this Agreement. City shall not be responsible for any additional expense resulting from stopping Work.

Section 12.05 Liens Prohibited.

(a) The Airline covenants and agrees that it shall notify its Contractors of any tier that, to the extent permitted by law, no mechanics' liens under 770 ILCS 60/1 will be permitted to arise, be filed or maintained against the Leased Premises or any part thereof or any interest therein or any improvements thereon, or against any monies due or to become due to any Contractors for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Leased Premises; and the Airline for itself, its Contractors and employees does hereby expressly waive, release and relinquish such liens and all rights to file or maintain such liens and agrees further that this waiver of liens and waiver of the right to file or maintain such liens shall be an independent covenant.

(b) Except as permitted in Section 12.05(c), the Airline covenants and agrees that it shall keep the Leased Premises and any interest therein and any improvements thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

(c) If any of the Airline's Contractors, employees or any other person directly or indirectly acting for, through or under any of them files or maintains a lien or claim as described in paragraph (a) above, the Airline agrees to cause such liens and claims to be satisfied, removed or discharged, by bond, payment or otherwise within thirty (30) calendar days from the date of the filing thereof; provided, however, that the City may extend the thirty (30) day period if the City determines that such lien or claim cannot be so satisfied, removed or discharged in such period and that the Airline is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. Upon the Airline's failure to cause such liens or claims to be satisfied, removed or discharged, the City shall have the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause such liens or claims to be satisfied, removed or discharged as an O. & M. Expense, such expense to include legal fees and disbursements.

(d) The Airline shall give, or cause to be given, a copy of the provisions set forth in this Section 12.05 to all Contractors and shall include these provisions in all written contracts with Contractors and/or give written notice of same to all Contractors or other persons having oral agreements with such Contractors.

Section 12.06 Compensation.

(a) To The City.

(i) Within no less than thirty (30) days after receipt of an invoice from the Work Liaison in accordance with subparagraph (iii) below, Airline shall compensate the Work Liaison for the cost of those services provided by the Work Liaison in connection with any Work performed by Airline, whether involving Projects or tenant improvements. 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 Fiscal Year during which any Work is or has been performed an amount equal to 1½% of the aggregate expenditures for the Work 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 services.

(ii) 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.

(iii) The Work Liaison shall provide Airline with monthly invoices that describe time charges for the Work Liaison staff assigned to the Work, 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 Work 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.

(b) To The Airline.

(i) Costs to be paid by Airline by reason of or in connection with any Project shall be payable from Airport funds as specified herein, provided such costs are eligible for payment under this Agreement, and are either a

Project identified on (Sub)Exhibit C or a Project approved by a Majority-in-Interest. City shall reimburse Airline, from Airport funds approved for and available for such purpose, for the actual costs of the Work satisfactorily performed on such Project, not to exceed the cost associated therewith in (Sub)Exhibit C or in a Majority-in-Interest approval authorizing the Project ("Authorized Cost"). In the event it appears the Project may exceed the Authorized Cost, Airline shall promptly notify City so that City may either reduce the scope of Work to bring the Project within the Authorized Cost or obtain such approvals as may be necessary to increase the Authorized Cost. Upon notice to the City, Airline shall be entitled to stop Work under such circumstances until the scope of Work is reduced or the Authorized Cost is increased. Airline shall be solely responsible for any expenses incurred in excess of the Authorized Cost, except to the extent such excess costs have been approved by the City and, if required, by a Majority-in-Interest. Airline shall receive in accordance with the method set forth herein all Project Costs for which it is obligated by reason of or in connection with the Work to be performed under this Agreement in (Sub)Exhibit J. In the event Airline assigns its contracts to City, City shall be entitled to all funds which Airline would have received.

(ii) Airline shall submit a request for payment of Project Contractors to City in such form and content as may be reasonably requested by City, including without limitation the certificate described herein. Such request shall be certified in writing by Airline or by an authorized representative. With respect to any such requests for payment for Work, Airline shall also submit partial or complete lien waivers, as appropriate, executed by Project Contractors. Each request by Airline for payment shall set forth the following:

- the name of the person, firm, or corporation to whom the payment should be sent;
- the respective amount to be paid;
- the purpose, by general classification, for which payment is to be made;
- insofar as such payment obligation was incurred for Work, a certification that such Work was actually performed, and the request for payment is in accordance with the payment terms for such Work;
- a certification that such costs are presently due and payable and each item thereof is a proper charge and has not been included in any prior request for payment which has been paid; and

- each requisition will be consecutively numbered and accompanied by copies of appropriate documentation supporting the payments or reimbursements requested.

Notwithstanding the foregoing, such certificate by Airline may state that it is given without prejudice to any rights which Airline may have at the date of such certificate or may have in the future against any Project Contractor.

(iii) Airline covenants that the proceeds disbursed to its Project Contractors hereunder shall be applied solely to the purposes described in the request for disbursement.

(c) Retainage.

Airline shall deduce as retention from its invoiced amounts, ten percent (10%) of the amount invoiced for each Project Contractor until a total of fifty percent (50%) of the amount due under each Project Contract has been paid out, with a reduction to two percent (2%) upon the completion of the respective Work by each Project Contractor. All such retainage shall be released to each Project Contractor upon Project Contract closeout in accordance with (Sub)Exhibit J.

Article XIII.

Indemnification And Insurance.

Section 13.01 Indemnification.

(a) The Airline agrees to defend, indemnify and hold harmless the 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:

(i) the willful misconduct, negligent or tortious act or omission of the Airline, its agents, employees, licensees, Contractors;

(ii) the Airline's use or occupancy of the Airport and the Leased Premises;

(iii) the violation by the Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement, law, ordinance, regulation or court order affecting the Airport; and

(iv) suits alleging violations of any federal or state laws as a result of any actions taken by the Airline or the City, or obligations imposed upon the Airline or the City, pursuant to this Agreement,

and the Airline will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

(b) Without limiting the foregoing, the Airline also agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents and employees:

(i) from and against any and all claims or liability for compensation under any workers' compensation statute arising out of injuries sustained by any employee of the Airline. The Airline shall cause its licensees, Contractors to maintain in effect at all times workers' compensation insurance as required by law.

(ii) from, and to assume all liability for, and to pay, all taxes and assessments for payment of which the City may become liable and which by law may be levied or assessed on the Leased Premises occupied by the Airline pursuant to this Agreement, or which arise out of the operations of the Airline or by reason of the Airline's occupancy of its Leased Premises. However, the Airline may, at its own risk cost and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit the Airline to contest or appeal the same. The Airline shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City copies of receipts of payment. In the event the City receives any tax billings, it will forward said billings to the Airline.

(iii) from and against any and all suits, claims, actions or proceedings alleging a taking of property or interest in property without just compensation, trespass, nuisance, property damage, personal injury or similar claims, actions, proceedings or suits based upon the environmental impacts resulting from the Airline's use of the Airport for the landing and taking-off of aircraft.

(iv) from and against any and all loss, claim, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action or cause of action, arising as a result of action or inaction by the Airline, its employees, agents or Contractors in connection with the release, threatened release or presence of any Hazardous Material at the Airport, whether foreseeable or unforeseeable, regardless of the source of such release or threatened release or when such release or threatened release or presence occurred or is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, clean-up, remediation of any kind and disposal of such Hazardous Materials, all costs of determining whether the Airport is in compliance and causing the Airport to be in compliance with all applicable Environmental Laws and all costs associated with claims for damages to persons, property or natural resources.

(c) Without limiting the foregoing, the Airline shall cause any Contractor to agree to protect, defend, indemnify and hold the City free and harmless from and against any and all claims, damages, demands, and causes of action of all kinds including without limitation, claims of property damage, injury or death, in consequence of granting the relevant Contract or arising out of or being in any way connected with the Contractor's performance under this Agreement except for matters shown by final judgment to have been caused by or attributable to the City's negligence. The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes. Contractor shall be solely responsible for the defense of any and all claims, demands or suits against the City including without limitation, claims by any employee, Contractors, agents, or servants of Contractor even though the claimant may allege that the City is or was in charge of the Work or that there was negligence on the part of the City. "Injury" or "damage", as such words are used in this section shall be construed to include, without limitation, injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants or employees, of any scaffolding, hoist, cranes, stays, ladders, supports, rigging, blocking, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the City.

(d) The City shall promptly notify the Airline of each claim, action, proceeding or suit in respect of which indemnity may be sought by the City against the Airline hereunder, setting forth the particulars of such claim, action, proceeding or suit, and shall furnish the Airline with a copy of all judicial filings and legal process and any correspondence received by the City related thereto.

(e) Without limiting the foregoing, a Majority-in-Interest shall have the right to elect to control the defense of any claim, action, proceeding or suit in respect of which indemnity may be sought by the City against the Airline under subparagraph (b)(iii) or (b)(iv) of this Section 13.01.

(f) The City shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to approve the terms of any settlement related to such claim, action, proceeding or suit.

(g) Without limiting the generality of any other provision hereof, the Airline shall reimburse the City for the cost of any and all reasonable attorney's fees and investigation expenses and any other costs incurred by the City in the defense and handling of said suits and claims and in enforcing the provisions of this Agreement.

(h) Notwithstanding the provisions of this Section 13.01, the Airline shall have no obligation to indemnify the City for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of actions, suits, claims, demands, injunctive relief, judgments, awards and settlements solely and to the extent such are the result of the City's gross negligence or willful misconduct as determined by a final order of a court of competent jurisdiction.

(i) This Section 13.01 shall survive expiration or early termination of this Agreement. The Airline understands and agrees that any insurance protection furnished by the Airline pursuant to Section 13.02 shall in no way limit the Airline's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 13.02 Insurance.

(a) The Airline shall procure and maintain at all times, at the Airline's own expense, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by the Airline, or the Airline's Contractors. The kinds and amounts of insurance required are as follows:

(i) **Worker's Compensation And Occupational Disease Insurance.**

Worker's 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 \$200,000,000 per occurrence, combined single limit, for bodily injury, and property damage liability, and personal injury with a sublimit of \$25,000,000. Such insurance shall include products/completed operation, independent contractors, broad form property damage, explosion, collapse, underground, pollution, and contractual liability coverages. The 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 the Airline, the 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. The City shall be named as an additional insured.

(iv) All Risk Blanket Builder's Risk Insurance.

When the Airline undertakes any construction at the Airport, including improvements, betterments or repairs, the Airline shall provide or cause its Contractor to 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 facility. Coverage extensions shall include boiler and machinery, if applicable, earthquake, and flood.

(v) All Risk Property Insurance.

Whenever the Airline has control over any premises, All Risk Property Insurance shall be maintained at replacement cost for such premises and the City shall be named as owner and loss payee.

(vi) Professional Liability.

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 renewed or replaced, the policy retroactive

date must coincide with, or precede, start of Work on the contract.

(b) The 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.

(c) 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 the City maintains the right to terminate this Agreement until proper evidence of insurance is provided.

(d) All insurance policies shall provide for sixty (60) days prior written notice to the City prior to the effective date of any change, cancellation or termination of such coverage.

(e) The Airline shall require all Contractors to carry the insurance required herein, or the Airline may provide the coverage for any or all Contractors, and, if so, the evidence of insurance submitted shall so stipulate.

(f) The Airline expressly understands and agrees that any insurance coverages and limits furnished by the Airline shall in no way limit the Airline's liabilities and responsibilities specified within the contract documents or by law.

(g) The Airline hereby waives and shall cause each Contractor to waive its rights of subrogation against the City, including the City's appointed and elected officials, agents and employees.

(h) The Airline expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute with insurance provided by the Airline under this Agreement.

(i) With respect to Work performed under or incident to this Agreement, the Airline further agrees to obtain and maintain insurance acceptable to the City which is primary as to any other existing, valid and collectible insurance and which names the City as additional insured to cover any and all of the City's comparative fault or negligence in granting, or arising out of or incident to the City's acts or omissions with respect to this Agreement.

Further, the insurance to be carried shall be in no way limited by any limitations expressed in the indemnification language herein nor any limitation placed on the indemnity therein given as a matter of law. The insurance shall cover and include any and all of the City's negligence or comparative fault under this contract. The Airline by executing this

contract expressly waives any right of contribution against the City and all damages, claims, expenses and costs shall be satisfied from the proceeds of the insurance provided for herein.

In addition to the above, since the work is to be performed in Illinois, all such insurance shall specifically state that it covers the City's liability under the Illinois Structural Work Act whether the City is or was in charge of the Work or not.

(j) The 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 the City.

(k) The City maintains the right to modify, delete, alter or change the requirements set forth under this Section 13.02 in accordance with A.C.I.-N.A. standards which may be published from time to time or other applicable industry standards.

Section 13.03 City's Insurance.

The City shall maintain liability and property insurance as deemed appropriate by the City for the Airport and as may be required by any Bond Ordinance.

Article XIV.

Damage, Destruction And Condemnation.

Section 14.01 Damage To, Destruction Or Condemnation Of Airport.

If the Airport or any portion thereof shall be damaged or destroyed or is taken as a result of an eminent domain proceeding, all insurance proceeds or proceeds resulting from eminent domain proceedings, as the case may be, shall be applied as provided below:

(a) The City shall replace, repair, rebuild or restore such portion of the Airport to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City may determine; or

(b) The City shall apply such proceeds to redeem any outstanding Bonds; provided, however, that Bonds may be redeemed only if such damage, destruction or condemnation is of property the acquisition of

which was funded with the proceeds of Bonds, and if: (i) the Airport has been restored to substantially the same condition as it had been prior to such damage, destruction or taking; or (ii) the City has determined that the portion of the Airport damaged, destroyed or taken is not necessary to the operation of the Airport.

In the event that sufficient insurance proceeds or proceeds from eminent domain proceedings are not available to restore the Airport to such former condition, the City may issue Bonds to fund such deficiency pursuant to Section 10.04(a). The City shall use reasonable efforts to notify the Airline of the City's determination whether to proceed pursuant to subsection (a) or (b) above, within six (6) months of the date of such damage, destruction or taking.

Section 14.02 Untenantable Conditions.

If the Leased Premises occupied by the Airline hereunder, or any substantial portion thereof, are damaged or destroyed and thereby rendered untenable, and no Bonds are then outstanding, then, unless the City provides the Airline with alternative Leased Premises, (a) the Airline shall not be obligated to pay Terminal Rentals for such untenable portion during such time as it remains untenable, and (b) if such untenable portion remains untenable for more than one (1) year, the Airline shall be entitled, upon forty-five (45) days prior written notice to the City, to delete such untenable portion from its Leased Premises; provided, that there shall be no abatement or reduction of Terminal Rentals or deletion from its Leased Premises at any time when Bonds, the proceeds of which funded the acquisition or the funding of such Leased Premises, are outstanding or where the untenable condition is caused by the willful or negligent act or omission of the Airline, its agents, employees, licensees, Contractors, passengers, guests or invitees.

Article XV.

Rules And Regulations; Compliance With Laws.

Section 15.01 Rules And Regulations.

(a) The Airline shall comply, and shall cause its agents, employees, passengers, guests, invitees and Contractors to comply, with all Rules and Regulations governing the conduct at and the operations of the Airport, promulgated from time to time by the Commissioner.

(b) Nothing herein shall be construed to prevent the Airline from contesting in good faith any Rule or Regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by the Airline. The Airline shall be excused from complying with any Rule or Regulation of the Airport during any such contest unless the City reasonably determines that failure to comply with such Rule or Regulation constitutes a health or safety hazard at the Airport.

Section 15.02 Observance And Compliance With Laws.

(a) The Airline shall, and shall cause its agents, employees, Contractors and licensees to observe and comply with, and pay all taxes and obtain all licenses, permits, certificates and other authorizations required by all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, including but not limited to all rules, regulations and directives of the Federal Aviation Administration or any successor agency thereto. The Airline agrees to make a part of and incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, any and all statutes, rules and regulations and any assurances and covenants required pursuant thereto which may now or hereafter be required by the Federal Aviation Administration or any successor agency thereto, or other federal, state, county or municipal agency. To the extent applicable, the Airline shall comply with the provisions of (Sub)Exhibits K and L attached hereto. (Sub)Exhibits K and L may be amended by agreement of the Airline and the Commissioner. Further, the Airline shall execute and shall cause its Project Contractors to execute a Contractor's Affidavit in the form provided by the City.

(b) The City shall operate and maintain the Airport in a reasonably prudent manner and in accordance with the rules, regulations and orders of any federal, state, county or municipal agency having jurisdiction with respect thereto.

(c) The Airline shall operate and maintain the Leased Premises in a reasonably prudent manner and in accordance with the rules, regulations and orders of any federal, state, county or municipal agency having jurisdiction with respect thereto.

(d) Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations, rules, executive orders, policies and instructions pertaining to or promulgated pursuant to such statute or law, and (iii) all future statutes, laws, regulations, rules, executive orders, policies and instructions pertaining to the same or similar subject matter.

Section 15.03 Compliance With Environmental Laws.

The Airline shall, in conducting any activity or business on the Leased Premises, including environmental response or remedial activities, comply with all Environmental Laws, including but not limited to Environmental Laws regarding the generation, storage, use, transportation and disposal of solid wastes, Hazardous Materials, Special Wastes or other contaminants and regarding releases or threatened releases of Hazardous Materials, Special Wastes or other contaminants into the environment.

(a) **Review of Environmental Documents.** The Airline, at the request of the City, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials the Airline has prepared pursuant to any Environmental Law or submitted to any governmental regulatory agency; provided, that such documents and materials relate to environmental issues or Environmental Laws and are pertinent to the Airport or the Leased Premises. If any Environmental Law requires the Airline to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under or about the Leased Premises or the Airport, the Airline shall provide a copy of such report or notice to the City and, to the extent practicable, shall receive the approval of the City prior to submitting such notice or report to the appropriate governmental agency.

(b) **Access for Environmental Inspection.** The City shall have access to the Leased Premises to inspect the same in order to confirm that the Airline is using the Leased Premises in accordance with all of the Environmental Laws. The Airline, at the request of the City and at the Airline's expense, shall conduct such testing and analysis as is reasonable and necessary to ascertain whether the Airline is using the Leased Premises in compliance with all Environmental Laws. Any such tests shall be conducted by qualified independent experts chosen by the Airline and subject to the City's approval. Copies of reports from any such testing shall be provided to the City upon receipt by the Airline.

(c) **Environmental Noncompliance.** If the Airline fails to comply with any applicable Environmental Laws, the City, in addition to its rights and remedies provided in Article XVI below, may enter the Leased Premises and take all reasonable and necessary measures, at the Airline's expense, to insure compliance with Environmental Laws.

(d) **Duty to Notify City.** In the event of a release or threatened release of Hazardous Materials, Special Wastes or other contaminants into the environment relating to or arising out of the Airline's use or occupancy of the Leased Premises or in the event any claim, demand, action or notice is made against the Airline regarding the Airline's failure or alleged failure to comply with any Environmental Laws, the Airline immediately shall

notify the City in writing and shall provide the City with copies of any written claims, demands, notices, or actions so made.

(e) **Environmental Remediation.** The Airline shall undertake such steps to remedy and remove any Hazardous Materials and Special Wastes and any other environmental contamination as are caused by the Airline on or under the Leased Premises, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Leased Premises into compliance with all Environmental Laws. Such work shall be performed at the Airline's sole expense after the Airline submits to the City a written plan for completing such work and receives the prior written approval of the City. The City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The cost of such review and inspection shall be paid by the Airline. Specific cleanup levels for any environmental remediation work shall be designed to meet all of the applicable Environmental Laws. In the event that the City is named in any enforcement action or lawsuit by any party in connection with the environmental condition of the Leased Premises caused by the action or inaction of the Airline, the Airline shall defend the City and indemnify and hold harmless the City from any costs, damages or fines resulting therefrom.

(f) **National Emission Standards for Hazardous Air Pollutants.** The Airline warrants that all Work performed pursuant to this Agreement shall be performed in accordance with any applicable National Emission Standards for Hazardous Air Pollutants (N.E.S.H.A.P.), 40 C.F.R. 61.145.

Section 15.04 Compliance With F.A.A. Standards.

The Airline shall comply, and shall cause its Contractors to comply, with all laws, rules and regulations promulgated by the F.A.A. including, but not limited to, the following:

(a) **Prohibition Against Exclusive Rights.** Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct an Air Transportation Business as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privileges and right of conducting any or all activities of an aeronautical nature.

(b) **Government Inclusion.** The Airline covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between the 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. The Airline further agrees that it shall not cause the City to

violate any assurances made by the City to the federal government in connection with the granting of such federal funds.

(c) **Nondiscrimination.** This Agreement 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. The 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 premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

(d) **Nondiscrimination in Furnishing Services.** The Airline agrees to furnish services in the United States in compliance with federal law and on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that the Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 15.05 Anti-Scofflaw.

The Airline hereby represents and warrants and shall cause each of its Project Contractors to represent and warrant, that the Airline or such Project Contractor, as the case may be, is not in violation of Section 2-9-320 of the Municipal Code, and further represents and warrants that, in the event of any such violation, the City shall be entitled to set off from those amounts invoiced by the Airline an amount equal to the amount of any fines or penalties owed to the City, subject to those exceptions stated in the Municipal Code.

Section 15.06 Ethics.

The Airline hereby represents and warrants and shall cause each of its Project Contractors to represent and warrant that the Airline or such Project Contractor, as the case may be, is not in violation of Chapter 2-156 of the Municipal Code. Any contract negotiated, entered into, or performed in violation of said chapter shall be invalid and without any force whatsoever.

Section 15.07 Inspector General.

The Airline understands and will abide by the provisions of Chapter 2-56 of the Municipal Code. The Airline acknowledges and agrees that it shall be the duty of the Airline and its Project Contractors to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code.

Article XVI.

Default, Termination And Change Of Lease Term.

Section 16.01 Events Of Default.

Each of the following shall be an "Event of Default" under this Agreement:

(i) The Airline shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Code"), or any successor statute thereto); or shall fail to pay its debts generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors;

(ii) The 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 the Airline under any chapter of the Code;

(iii) By order or decree of a court, the 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 sixty (60) days of its issuance;

(iv) A petition under any chapter of the Code or an action under any federal or state insolvency law or statute shall be filed against the Airline

and shall not be dismissed or stayed within sixty (60) days after the filing thereof;

(v) By or pursuant to, or under authority of any legislative act, resolution or rule, or any 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 the Airline and such possession or control shall continue in effect for a period of sixty (60) days;

(vi) The Airline shall become a corporation in dissolution;

(vii) The letting, license or other interest of or rights of the 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 (i) through (v) of this Section 16.01;

(viii) The Airline shall fail to duly and punctually pay any Airline Fees and Charges required to be paid hereunder or shall fail to make payment of any other sum required to be paid to the City pursuant to this Agreement on or prior to the date such payment is due or, with respect to any amount for which no payment date is provided herein, then five (5) business days after written notice of the amount of such payment has been given to the Airline or an invoice for such payment has been submitted to the Airline;

(ix) The Airline shall fail to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Airline by the City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to the City's right to terminate this Agreement if corrective action is instituted by the Airline within such thirty (30) day period and diligently pursued until the failure is remedied;

(x) The Airline shall fail to perform Work in accordance with this Agreement, including, without limitation, the work procedures set forth in (Sub)Exhibit J, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Airline by the City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to the City's right to terminate this Agreement if corrective action is instituted by the Airline within such thirty (30) day period and diligently pursued until the failure is remedied;

(xi) Any lien shall be filed against the Leased Premises or any portion thereof resulting from any act or omission of the Airline, and shall not be discharged within thirty (30) days, unless the Airline shall within the aforesaid thirty (30) days furnish the City such security as the Commissioner in his discretion determines to be adequate to protect the interests of the City;

(xii) The Airline shall discontinue its Air Transportation Business at the Airport for a period of thirty (30) consecutive days or for a period of sixty (60) nonconsecutive days whenever occurring in the aggregate in any Fiscal Year or, after exhausting or abandoning any further appeals, the Airline shall be prevented for a period of thirty (30) consecutive days by action of any governmental agency other than the City from conducting its Air Transportation Business at the Airport ;

(xiii) The Airline shall cease using or abandon substantially all of its Leased Premises for a period of thirty (30) days;

(xiv) The Airline shall make any purported Transfer without the consent of the City, as set forth in Section 4.03;

(xv) The Airline shall fail to maintain its corporate existence or to remain duly qualified to do business in the State of Illinois or the 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 the Airline consolidates with or merges into a wholly owned subsidiary of the Airline;

(xvi) The Airline shall default in the payment, when due, of any amounts now or hereafter owing by the Airline under any special facility agreement executed in accordance with Section 10.05;

(xvii) The Airline shall fail to meet any of the security deposit requirements set forth in Section 9.06; or

(xviii) The Airline shall fail to transmit to the City P.F.C.s on a timely basis in accordance with the P.F.C. Regulations or shall fail to comply with the provisions of Section 17.02.

Section 16.02 Termination By The City.

(a) Whenever an Event of Default has occurred and is continuing, the City may, at its option, immediately and without prior notice of such Event of Default:

(i) terminate this Agreement and the lettings, licenses and other rights of the Airline hereunder, without discharging any of the Airline's

obligations hereunder and, at the City's further option, exclude the Airline from its Leased Premises and assigned aircraft parking positions;

(ii) without terminating this Agreement, exclude the Airline from its Leased Premises and assigned aircraft parking positions and use its best efforts to lease such Leased Premises to another airline for the account of the Airline, holding the Airline liable for all Airline Fees and Charges and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of the Airline Fees and Charges and other amounts payable by the Airline under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are paid by such new airline under such new agreement; or

(iii) without terminating this Agreement, request that the Airline cease performing the Work.

In addition, the City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Airline Fees and Charges and any other amounts payable by the Airline hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of the Airline under this Agreement.

(b) The remedies set forth in this Article, shall be in addition to all other remedies which are or may be available to the City at law or in equity.

(c) All rights and remedies hereinbefore given to the City and all rights and remedies given to the City by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Leased Premises or assigned aircraft parking positions shall deprive the City of any of the City's remedies or actions against the Airline for Airline Fees and Charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Airline Fees and Charges or breach of covenant, or the resort to any other remedy herein provided for the recovery of Airline Fees and Charges be construed as a waiver of the right to obtain possession of the Leased Premises or assigned aircraft parking positions.

(d) In no event shall this Agreement or any rights or privileges hereunder be an asset of the Airline under any bankruptcy, insolvency or reorganization proceedings.

Section 16.03 Change Of Lease Term.

(a) Notwithstanding the provisions of Section 2.01, automatically and immediately upon the occurrence of an Event of Default described in Section 16.01(i), (xi), (xii), (xiii), (xiv), (xv), (xvi), (xvii) or (xviii), the term of this Agreement shall convert to month-to-month, commencing on the date of the

automatic conversion and shall terminate upon thirty (30) days written notice from the City to the Airline, or from the Airline to the City.

(b) The conversion of the term of this Agreement pursuant to this Section 16.03 shall not discharge any of the Airline's obligations hereunder nor affect any of the City's other remedies set forth herein.

Section 16.04 Pursuit Of Remedies Against Defaulting Airline Parties.

A default by any Signatory Airline in the payment of Airline Fees and Charges pursuant to Section 9.02 or indemnification payments may, if not cured, result in a greater amount of Airline Fees and Charges payable by the Airline than would otherwise have been required. Accordingly, the City shall diligently pursue all remedies deemed appropriate by the City against any such defaulting Signatory Airline on behalf of and for the benefit of the non-defaulting Signatory Airlines, including the Airline, and shall give due consideration to any comments submitted to the City by the Airline with respect to the pursuit of such remedies.

Section 16.05 Termination By The Airline Prior To Payment Of Bonds.

At any time that Bonds are outstanding, and if the Airline is not in default hereunder, the Airline may terminate this Agreement and its obligations hereunder as to the Leased Premises to the extent set forth below, at Airline's option, prior to the scheduled expiration date set forth in Section 2.01 by giving the City sixty (60) days advance written notice by registered or certified mail upon or after the happening and during the continuance of any of the following events:

(a) any action of the Federal Aviation Administration or any other federal, state, county or municipal governmental agency refusing to permit the Airline to operate into, from or through the Airport such aircraft (licensed for use in scheduled air transportation) as the Airline may reasonably desire to operate regularly thereon, and the remaining in force of such refusal for a period of at least sixty (60) days;

(b) the Airline is prevented from conducting its Air Transportation Business at the Airport for a period of one hundred eighty (180) consecutive days for any reason other than its own fault; or

(c) in the event (i) "slot controls", "noise mitigation" restrictions, F.A.A. regulations or other similar governmental regulations are imposed upon the Airline or the Airport, thereby substantially impairing the Airline's

ability to operate at the Airport; or (ii) a new commercial airport which the City owns or controls, in whole or in substantial part, and having a level of annual operations at least equal to the Airport, is opened and operating within fifty (50) miles of the Airport.

The Airline may terminate this Agreement and its obligations hereunder as to all or any portion of Leased Premises upon the occurrence of an event set forth in Subparagraphs (a), (b) or (c)(ii). Upon the occurrence of an event pursuant to Subparagraph (c)(i), the Airline may terminate only such portion of its obligations hereunder as to the Leased Premises as are directly and substantially affected by the Airline's impaired ability to operate at the Airport.

Section 16.06 Termination By The Airline After Payment Of Bonds.

At any time that no Bonds are then outstanding, and if the Airline is not in default hereunder, the Airline may terminate this Agreement and its obligations hereunder to the extent set forth below, at Airline's option, prior to the scheduled expiration date set forth in Section 2.01 by giving the City sixty (60) days advance written notice by registered or certified mail upon or after the happening and during the continuance of any of the following events:

(a) any action of the Federal Aviation Administration or any other federal, state, county or municipal governmental agency refusing to permit the Airline to operate into, from or through the Airport such aircraft (licensed for use in scheduled air transportation) as the Airline may reasonably desire to operate regularly thereon, and the remaining in force of such refusal for a period of at least sixty (60) days;

(b) any failure by the City to keep, perform and observe any material promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the City by the Airline; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such thirty (30) day period, shall not give rise to the Airline's right to terminate this Agreement if corrective action is instituted by the City within such thirty (30) day period and diligently pursued until the failure is corrected;

(c) the Airline is prevented from conducting its Air Transportation Business at the Airport for a period of one hundred eighty (180) consecutive days for any reason other than its own fault; or

(d) in the event (i) "slot controls", "noise mitigation" restrictions, F.A.A. regulations or other similar governmental regulations are imposed upon

the Airline or the Airport, thereby substantially impairing the Airline's ability to operate at the Airport; or (ii) a new commercial airport which the City owns or controls, in whole or in substantial part, and having a level of annual operations at least equal to the Airport, is opened and operating within fifty (50) miles of the Airport.

The Airline may terminate this Agreement and its obligations hereunder as to all or any portion of Leased Premises upon the occurrence of an event set forth in subparagraphs (a), (b), (c) or (d)(ii). Upon the occurrence of an event pursuant to subparagraph (d)(i), the Airline may terminate only such portion of its obligations hereunder as to the Leased Premises as are directly and substantially affected by the Airline's impaired ability to operate at the Airport.

Section 16.07 Removal Of Airline Property.

(a) The personal property owned and placed or installed by the Airline in its Leased Premises shall remain the property of the Airline and must be removed on or before the expiration of the term or the expiration of any extension or renewal thereof at the Airline's sole risk and expense. Any damage to the Airport, the structure, the Leased Premises or any fixtures located therein resulting from such removal shall be paid for by the Airline. In the event of the termination of this Agreement, the Airline shall have thirty (30) days after such termination during which to remove such property; provided, however, the City shall have the right to assert such lien or liens against said property as the City may by law be permitted. So long as any such property remains in the Leased Premises, the Airline's obligation to pay Airline Fees and Charges shall continue with respect to such Leased Premises.

(b) If the Airline's property is not removed as herein provided, the City may, at its option, deem such property abandoned and keep such property or, after written notice to the Airline and at the Airline's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in the City's possession and after the expiration of thirty (30) 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 the Airline to the City, and any balance remaining shall be paid to the Airline.

Section 16.08 No Waiver By The City.

A failure by the City to take any action with respect to any default or

violation by the Airline of any of the terms, covenants or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or subsequent violation or default. The acceptance by the City of payment for any period or periods after a default or violation of any of the terms, conditions and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of the City pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

Section 16.09 Agreement To Pay Attorneys' Fees And Expenses.

In the event the Airline defaults under this Agreement and the City employs attorneys or incurs other expenses for the collection of Airline Fees and Charges or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of the Airline herein contained, the Airline shall, on demand, pay to the City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by the City as a result of such default.

Section 16.10 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 the City or its contractors, or the Airline or its Contractors, except to the extent that such failure, delay, or interruption results from failure on the part of the City or the Airline to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided that nothing in this Section 17.06 is intended or shall be construed to abate, postpone, or in any respect diminish the Airline's obligations to make any payments due the City pursuant to this Agreement.

(b) The 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 federal, state, county, or municipal law, rule, regulation, requirement, order, or directive.

*Article XVII.**General Provisions.***Section 17.01 Covenant Not To Grant More Favorable Terms.**

The City shall not enter into any lease, contract or other agreement with any other airline providing service at the Airport which contains any rates or charges more favorable to such Airline than the rates and charges payable hereunder by the Airline unless the City also makes those more favorable terms available to the Airline; provided, however, that the City reserves the right to charge for the use of the City-Controlled Facilities on a per use basis.

Section 17.02 P.F.C.s To Be Held In Trust For The City.

(a) The Airline shall hold the net principal amount of all P.F.C.s that are collected by the Airline or its agents on behalf of the City pursuant to 49 U.S.C. App. § 1513 and the rules and regulations thereunder (14 C.F.R. Part 158, herein, the "P.F.C. Regulations") in trust for the City. For purposes of this section, net principal amount shall mean the total principal amount of all P.F.C.s that are collected by the Airline or its agents on behalf of the City, reduced by all amounts that the Airline is permitted to retain pursuant to Section 158.53(a) of the P.F.C. Regulations.

(b) In the event that the Airline fails to make payments of P.F.C.s to the City in accordance with the P.F.C. Regulations, the City may require the Airline to establish a P.F.C. trust account pursuant to this subsection (b). In the event City requires the Airline to establish a P.F.C. trust account, and notwithstanding Section 158.49 of the P.F.C. Regulations, upon receipt of P.F.C.s that are collected by the Airline or its agents on behalf of the City, the Airline shall establish, and shall deposit the net principal amount of such P.F.C.s in, a trust account for the City's benefit (the "Trust Account"). The City and the Airline agree that the Trust Account shall be held in the name of the Airline as trustee for the City; provided, that the City and the Airline mutually agree to terms upon which amounts may be withdrawn from such account upon the joint direction of the City and the Airline. If the City and the Airline do not so agree, the Trust Account shall be held by an independent third party bank trustee, in which event such trustee's fees shall be payable by the City. The City shall have the right to select such trustee subject to the approval of the Airline, which approval will not be unreasonably withheld. The Trust Account shall be separate from and not commingled with all other Airline funds, including P.F.C.s collected on behalf of other airports. In accordance with Section 158.51 of the P.F.C. Regulations, any amounts required to be remitted to the City under such section shall be paid in any event by the Airline, as trustee, or by such third

party bank trustee, to the City on or before the date specified in such section first out of the net principal amount, then, to the extent of any deficiency, by the Airline, out of income earned thereon and then, by the Airline, out of any available funds of the Airline. Funds in the Trust Account shall be invested solely in instruments issued or guaranteed by the United States government or any of its agencies, commercial paper rated A1 or P1 or better by, respectively, Standard & Poor's or Moody's Investor Service, or federally insured bank certificates of deposit. Any income earned on funds in the Trust Account on or prior to the date of required remittance to the City shall be the property of the Airline and shall be paid directly to the Airline. Any income earned on funds in the Trust Account after the date of required remittance to the City shall be the property of the City and shall be paid immediately to the City.

(c) Upon the determination of a United States bankruptcy court in a final nonappealable order that a trust account is not required to establish the City's absolute right to immediately receive all P.F.C.s collected for the City and held by the Airline, subsection (b) of this Section 17.02 shall no longer apply.

(d) In the absence of additional regulations governing the treatment of refunds, any refunds of P.F.C.s due to passengers as a result of changes of itinerary shall be paid proportionately out of the net principal amount attributable to such P.F.C.s and the amount that the Airline was permitted to retain under Section 158.53(a) of the P.F.C. Regulations attributable to such P.F.C.s. The Airline hereby acknowledges that the net principal amount of all P.F.C.s collected on behalf of the City shall remain at all times property of the City, except to the extent of amounts refunded to passengers pursuant to the preceding sentence (which shall remain the property of the City until refunded and become the property of the passenger upon and after refund). Other than the amounts that the Airline is entitled to retain pursuant to Section 158.53 of the P.F.C. Regulations, the Airline shall be entitled to no compensation.

Section 17.03 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 the Airline the general representative or agent of the City for any purpose whatsoever.

Section 17.04 No Personal Liability.

No official, employee or agent of the City shall be charged personally by the Airline, its officials, employees, agents or Contractors, or by any assignee or sublessee of the Airline, with any liability or expenses 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, or because of any breach hereof.

Section 17.05 Notices.

Except as otherwise expressly provided hereunder, all notices and other communications provided for under this Agreement shall be in writing and shall be mailed, telexed, telecopied or personally delivered to the City and the Airline at the following addresses:

If to the City, to:

Commissioner
Department of Aviation
City of Chicago
20 North Clark Street
Chicago, Illinois 60602

If to the Airline, to:

or to such other person or address as either the City or the Airline may hereafter designate by notice to the other in accordance with this Section 17.05. Except as otherwise expressly provided hereunder, any notice or communication under this Agreement shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or otherwise), five (5) days after being deposited in the mail, postage prepaid and properly addressed; and (c) if sent by telex or telecopy, the earlier of (i) actual receipt by addressee and (ii) twenty-four (24) hours after confirmation of transmission.

Section 17.06 Entire Agreement.

This Agreement, including the attached exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof.

Section 17.07 Amendment.

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by a written agreement signed by the City and the Airline.

Section 17.08 Applicable Law.

This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Illinois.

Section 17.09 Authorization To Operate; Consent To Service Of Process And Jurisdiction.

(a) The Airline warrants that it is a corporation organized and existing under the laws of the state shown on the signature page hereof. The Airline warrants that it is, and throughout the term of this Agreement it will continue to be, duly qualified to do business in the State of Illinois.

(b) All judicial proceedings brought against the Airline with respect to this Agreement may be brought in any court of competent jurisdiction having situs within the boundaries of the federal court district of the Northern District of Illinois including, without limitation, any of the courts within Cook County and by execution and delivery of this Agreement, the 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 for which no appeal has been taken or is available. The Airline irrevocably designates and appoints the representative designated on the signature page hereto under the heading "Designation of Agent for Service of Process", as its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in any such court (which representative shall be available to receive such service during regular business hours), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Airline to the City of the name and address of a new Agent for Service of Process that works within the geographical boundaries of the City and is employed by the Airline. The Airline irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action

or proceeding with respect to this Agreement 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 the City to bring proceedings against the Airline in the courts of any other jurisdiction.

Section 17.10 Severability.

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or 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 Agreement shall not effect the remaining portions of this Agreement or any part hereof.

Section 17.11 Representatives.

The City and the Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and the Airline, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, the City's representative shall be the Commissioner. The Airline's representative shall be designated in a written notice delivered to the City. Any party hereto may change its designated representative by notice to the other party.

Section 17.12 Actions By The City And A Majority-in-Interest.

(a) Whenever in this Agreement any approval is required from the Airline or from a Majority-in-Interest, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned.

(b) A Majority-in-Interest may, on behalf of the Signatory Airlines, waive or amend any provision of this Agreement; provided, however, that no such waiver or amendment shall discriminate materially and adversely against the rights of any single Signatory Airline without such Signatory Airline's approval.

(c) Wherever in this Agreement the approval of the City is required, such approval may be given by either the Commissioner or a designee of the Commissioner, except as otherwise expressly provided herein. Such

approval, except for those approvals within the sole discretion of the City, shall not be unreasonably withheld.

Section 17.13 Successors And Assigns.

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 17.14 Subordination To Bond Ordinance.

(a) This Agreement and all rights granted to the Airline hereunder, excepting only the Airline's rights pursuant to Section 4.04 hereof, are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by the City in any Bond Ordinance hereafter executed by the City to issue Bonds. The City expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of Bonds, including the creation of reserves therefor.

(b) The Airline understands that the City is and will be the issuer of Bonds. With the exception of taxable Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income from the holders of such Bonds for federal income tax purposes under the Internal Revenue Code of 1986, the Airline agrees that it will not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Leased Premises, if the act or failure to act may cause the City to be in noncompliance with the provisions of the Internal Revenue Code of 1986 as they may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will the Airline take, or persist in, any action or omission which may cause the interest on the tax-exempt Bonds not to be excludable from the gross income of the holders thereof for federal income tax purposes.

Section 17.15 Certificate In Connection With Issuance Of Bonds.

The Airline agrees that in connection with any issuance of Bonds by the City, upon not less than ten (10) days prior request by the City, the Airline will deliver to the City a statement in writing certifying:

(a) that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);

(b) that the City is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and

(c) such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 17.16 No Third Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 17.17 Counterparts.

This Agreement may be executed in one or more counterparts.

In Witness Whereof, The City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City, and its seal to be hereunto affixed and attested by the City Clerk of Chicago, and the Airline has caused this Agreement to be executed on its behalf by its _____, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

Attest:

City of Chicago

City Clerk

Mayor

Approved:

Comptroller

Department of Aviation

Commissioner

Approved As To Form And
Legality:

Corporate Counsel

By: _____

Its: _____

Address for Notice to Airline:

State of Incorporation of Airline:

Designation of Agent for Service
of Process:

[(Sub)Exhibits "A", "B-1" and "H" attached to this Airport Use Agreement and Terminal Facilities Lease printed on pages 36622 through 36629 of this Journal.]

(Sub)Exhibits "B", "C", "D", "E", "F", "G", "I", "J", "K", "L" and "M" attached to this Airport Use Agreement and Terminal Facilities Lease read as follows:

(Sub)Exhibit "B".

(To Airport Use Agreement And Terminal Facilities Lease, Beginning On Page 36499 Of This Journal.

Cost Centers.

"Airfield Area" means the Cost Center which includes the land identified as Airfield Area on (Sub)Exhibit B-1 and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including the Runways, Taxiways and facilities at the Airport for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers operated and maintained by the F.A.A., security fences, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from the rest of the Airfield Area.

"Indirect Cost Center" means the Indirect Cost Center which will accumulate those expenses identified in Section 1.3 Indirect Costs of (Sub)Exhibit G.

"Parking and Roadway Area" means the Cost Center which includes the land identified as Parking and Roadway Area on (Sub)Exhibit B-1 and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including all public and employee parking areas and all roads and facilities serving such parking areas, the Terminal Area access road, the terminal and frontage road, the exit road and all other roadways, and roadway rights-of-way, ramps, sidewalks, and other facilities including the commercial vehicle storage lot, rental car ready-return lot and other parkway areas leased to car rental and ground transportation concessions.

"Support Facilities Area" means the Cost Center which includes the land identified as Support Facilities Area on (Sub)Exhibit B-1 and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including aircraft rescue and fire fighting facilities, airport maintenance complex/snow removal equipment facilities, fuel storage facilities, airline maintenance and other airline support facilities such as F.B.O.'s, general aviation facilities and aircraft hangar and cargo facilities and the airport service road system.

"Terminal Area" means the Cost Center which includes the land identified as Terminal Area on (Sub)Exhibit B-1 and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including all passenger terminal buildings, connecting structures, passenger walkways and tunnels (including the "Skybridge"), concourses, hold room areas, passenger loading bridges and control towers maintained by the City or an airline.

"Terminal Ramp Area" means the Cost Center which includes the aircraft parking apron identified as Terminal Ramp Area on (Sub)Exhibit B-1 and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including aircraft parking areas and aircraft circulation and taxiing areas for access to the aircraft parking areas.

(Sub)Exhibit "C".

(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)

Midway Capital Improvement Program.

Project Component Number	Description	Total Cost Inflated Dollars
AF-10	Taxiway Edge Lighting Phase II/Airfield Guidance Signage	\$ 921,497
AF-11	Airfield Drainage No. 6 -- South Triangle	124,344
AF-16	Service Road/Northwest Corner	641,647
AF-20	Runway 4L/22R Rehabilitation	9,520,227
AF-22a	Airfield Lighting -- Electrical Vault Upgrade	706,033
AF-29	Obstruction Removal for 22L	303,209
AF-B01	East Ramp Hold Pad/Detention Basin	2,777,778
AF-B02	Runway Broom Vehicle (Sweeper)	27,778
AF-B03	Airfield Snow/Ice Removal Sander	88,889
AF-B04	Rescue and Fire Fighting ARFF Vehicle	113,333
AF-B07	Runway 22L Ext/Hold Pad Const./Bullseye	1,777,775
AF-B06	Runway 13C/31C Rehabilitation	9,833,653
AF-B05	Security Control/Detection System	1,447,778
NP-01	Blast/Noise Barrier/Northeast Corner	1,882,030
NP-04	Blast/Noise Barrier/East Side	984,386

Project Component Number	Description	Total Cost Inflated Dollars
NP-05	Permanent Noise Monitoring -- M.D.W.	\$ 624,841
NP-06	Noise Complaint System -- M.D.W.	129,721
NP-07	School Sound Insulation -- M.D.W.	1,658,950
NP-08	Citizen Participation Program -- M.D.W.	121,192
NP-09A	Hush House -- Study	155,429
TA-01	Interior Terminal Floor Tile Replacements	833,570
TA-03	New Public Restrooms/Nurse Station	353,016
TA-04	Overhead Door Replacements	207,239
TA-05	Ceiling/Lighting Replacements	854,791
TA-06	Public Restroom Renovation	1,395,032
TA-11	Air Handling Units Replacements	1,581,973
TA-12	Terminal Public Address System	165,791
TA-13	Fireline Loop/Term Sprinkler System	1,054,649
TA-14	Terminal Elevators for Handicap Access	207,239
TA-16	Airport Master Utility Study	362,669
TA-18	Energy Management Study	103,620
TA-21	Terminal Facia Replacement	320,639
TA-22a	Term/Concourse Pipe Cross Connect	545,777
TA-28	Lobby Heaters	233,143
TA-30	Interior Terminal Signage Study	77,715
TA-30a	Interior Terminal Signage Installation	318,240

8/4/93

REPORTS OF COMMITTEES

36589

Project Component Number	Description	Total Cost Inflated Dollars
SF-06a	Property Acquisition -- Parcel No. 54	\$ 1,187,480
SF-06b	Property Acquisition -- Parcel No. 58	4,372,747
SF-06c	Property Acquisition -- Parcel No. 63	1,718,000
SF-12	Airport Maintenance Complex	12,759,404
SF-17	Property Acquisition -- Parcel No. 47	409,297
SF-18	Property Acquisition -- Parcel No. 60	714,975
SF-19	Demolition Parcel No. 49 -- Carlton Hotel	305,678
SF-B09	Entrance Road Relocations for 22 MLS	1,555,556
PL-B06	Airport Master Planning Services	277,778
AF-12	Apron Replacement at Gates	1,236,622
AF-21	West Ramp Service Road	761,643
AF-24	Runway 13L/31R Rehabilitation	9,178,495
AF-25	Taxiway 13C/31C	8,654,010
AF-30	Taxiway 4L/22R	6,123,747
NP-02	Blast/Noise Barrier/Southwest Corner	918,261
NP-03	Blast/Noise Barrier/Northwest Corner	2,060,362
NP-09B	Hush House -- M.D.W.	1,726,757
TA-22B	Term/Concourse Emergency Power System	1,065,607
TA-31	Landside Pavement Replacement	97,431

36590

JOURNAL--CITY COUNCIL--CHICAGO

8/4/93

Project Component Number	Description	Total Cost Inflated Dollars
AF-26	Cathodic Protection Study	\$ 378,935
AF-10	Taxiway Edge Lights/Airfield Guidance	1,480,872
AF-29	Obstruction Removal for Runway 22L	515,457
GA-05	Parking -- Long Term/Project 1	2,041,128
GA-06	Parking -- Lot C Expansion	160,000
GA-07	Parking -- Main Lot Rehabilitation	697,516
GA-08	Parking -- Long Term/Project I	1,936,480
GA-09	Parking -- Long Term/Project III	981,796
SF-04	General Aviation Parking (Apron)	777,147
SF-13	West Hangar (55th Street) Upgrade	2,888,148
SF-14a	Fuel Facility Study	82,896
ST-16	Underground Fuel Tanks -- Removal	6,911,285
TA-02	Adm. and Security Office Relocation	1,347,055
TA-07	Terminal Painting	427,764
TA-08	Terminal Public Area Furniture	171,696
TA-29	Drinking Fountains; New and Replacements	<u>105,465</u>
		<u>\$118,483,082</u>

(Sub)Exhibit "D".

**(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)**

Surviving Agreements.

(Specific To Each Airline)

(Sub)Exhibit "E".

**(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)**

Aircraft Parking Positions.

(Specific To Each Airline)

(Sub)Exhibit "F".

**(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)**

Airline's Leased Premises.

(Specific To Each Airline)

(Sub)Exhibit "G".

**(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)**

Allocation Methodology

***Charging Of Operation And Maintenance Expenses And
Assignment Of Revenues To Cost Centers.***

- 1. Charging Of Operation And Maintenance Expenses To Cost Centers.**

Operation and Maintenance (O. & M.) Expenses are to be charged directly to Cost Centers whenever possible. Costs which are not directly chargeable will be allocated to the Cost Centers based on formulas enumerated herein.

1.1 Direct Costs Charged To Cost Centers.

The following costs will be charged directly to the Cost Centers as they are incurred:

- (1) Salaries and wages of Department of Aviation operating personnel will be charged to Cost Centers based on daily time records of each employee.
- (2) Salaries, wages and fringe benefits of Fire Department personnel (with the exception of paramedics) assigned to the Airport will be charged to the Airfield Cost Center.
- (3) Salaries, wages and fringe benefits of Fire Department paramedics will be charged to the Terminal Area Cost Center.
- (4) Salaries, wages and fringe benefits of Police Department personnel will be charged to individual Cost Centers, based on the coverage afforded each Cost Center.
- (5) Costs of operating and maintaining the parking lots and roadways including energy use, will be charged to the Parking and Roadway Cost Center.
- (6) Costs of operating and maintaining the pedestrian connector from the southwest transit system referred to as the "Skybridge" will be charged to the Terminal Area Cost Center.
- (7) Costs of operating the shuttle buses will be charged to the Parking and Roadway Cost Center.
- (8) Materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized will be charged to the Cost Center in which they are used.
- (9) Engineering and professional services will be charged to specific projects identified as relating to a particular Cost Center. Services for projects not attributable to a specific Cost Center will be considered administrative costs.
- (10) Costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principals, are not capitalized will be charged to the Cost Center benefiting from such costs.

- (11) Costs of water pollution control will be charged directly to the Airfield Cost Center.
- (12) Costs of rentals of real property and costs of rental equipment or other personal property will be charged to the Cost Center in which they are used.
- (13) Costs incurred in collecting and attempting to collect any sums due the City in connection with the operations of the Airport will be charged to the Cost Center to which they are attributable.
- (14) Costs of advertising at or for the Airport will be charged to the Cost Center to which they are attributable.
- (15) Any other cost incurred or allocated to the Airport necessary to comply with any valid rule, regulation, policy or order of any federal, state or local government, agency or court will be charged to the Cost Center to which such cost is attributable.
- (16) All other direct and indirect expenses (including judgments and settlements), whether similar or dissimilar, which arise out of the City's ownership, operation or maintenance of the Airport, including any taxes payable by the City which may be lawfully imposed upon the Airport by entities other than the City will be charged to the Cost Center to which such expense is attributable.

1.2 Formula Allocated Costs.

Allocated costs are those that cannot be accurately charged directly to a specific Cost Center as they are incurred and must, therefore be assigned to the Cost Centers using an allocation formula basis.

- (1) Fringe benefits (workmen's compensation, pension, etc.) will be allocated to the Cost Centers in proportion to the salaries and wages of the assigned Department of Aviation operating personnel.
- (2) Costs of operating and maintaining vehicles including fuel will be allocated based on vehicle utilization. A record will be maintained of the vehicles assigned for use by each Cost Center.
- (3) Utility costs for the Fiscal Year ending December 31, 1993 will be allocated as follows:

-- 15 percent to the Airfield Cost Center.

- 60 percent to the Terminal Area Cost Center.
- 25 percent to the Parking and Roadway Cost Center.
- All service provided other Airport tenants will be metered separately and directly reimbursed to the appropriate Cost Center.

For subsequent Fiscal Years, all utilities will be allocated based on the most recently available information for a 12 month period.

- (4) Water and sewage costs will be allocated to the Terminal Area Cost Center. Water and sewage services provided all other Airport tenants will be metered and directly reimbursed to the appropriate Cost Center.
- (5) Costs of repair, maintenance and operation, including fuel, of the heating and refrigeration equipment will be allocated to the Terminal Area Cost Center. Central H.V.A.C. service provided all other Airport tenants will be metered and directly reimbursed to the appropriate Cost Center.
- (6) Costs of operating and maintaining the public address system will be allocated to the Terminal Area Cost Center.
- (7) All other direct and indirect expenses (including judgments and settlements), whether similar or dissimilar, which arise out of the City's ownership, operation or maintenance of the Airport, including any taxes payable by the City which may be lawfully imposed upon the Airport by entities other than the City will be charged to the Cost Center to which such expense is attributable.

1.3 Indirect Costs.

Indirect (overhead) expenses are those costs which are not directly attributable to specific Cost Centers and therefore are to be initially accumulated in the Indirect Cost Center. Then, the share of indirect expenses allocated to each Cost Center will equal the proportion of total direct costs of each Cost Center to the total direct costs of all Cost Centers for the previous Fiscal Year thereby causing a balance of zero in the Indirect Cost Center. Indirect costs will include, but not be limited to, the following:

- (1) Salaries, wages and fringe benefits of D.O.A. administrative staff.
- (2) Salaries, wages and fringe benefits of assigned staff from Department of Law, Comptroller and other City departments.
- (3) Trustee Fees.
- (4) Insurance and bonds.
- (5) Communications.
- (6) Travel.
- (7) Other D.O.A. indirect expenses.
- (8) Non-vouchered other expenses from other City departments.
- (9) Engineering and professional service fees not capitalized.
- (10) Computer services and office equipment rentals and fees.
- (11) Administrative expenses of City departments other than D.O.A. which are vouchered to the Airport will be charged to the Indirect Cost Center.

2. Charging Of Debt Service To Cost Centers.

- (1) Debt Service will be charged to Cost Centers based upon those project costs funded with bond proceeds allocated to the appropriate Cost Center. Other principal and interest costs will be charged to Cost Centers based upon allocated project costs.

3. Assignment Of Revenues To Cost Centers.

Revenues are to be assigned directly to Cost Centers whenever possible, based primarily on the physical location (the actual monetary transaction may occur in a different Cost Center) of the source of the Revenue. Revenues from all sources located within each Cost Center will be assigned directly to that Cost Center. All Revenues which cannot be directly assigned will be allocated to the Cost Centers based on the formulas enumerated herein.

3.1 Revenues Assigned Directly To Cost Centers.

- (1) The following Revenues and all similar Revenues will be assigned to the Airfield Area Cost Center:

- Non-Party Landing Fees.
 - General Aviation Landing Fees.
 - Aircraft Tie Down Fees.
 - Other Airfield Fees and Charges.
- (2) The following Revenues will be assigned to the Terminal Area Cost Center:
- Building Space Rentals (including utility reimbursement).
 - Revenues from concessions (including utility reimbursements) located in the Terminal Area building.
- (3) The following Revenues and all similar Revenues will be assigned to the Terminal Ramp Area Cost Center:
- Terminal Ramp Area Fees.
- (4) The following Revenues will be assigned to the Parking and Roadway Cost Center:
- Automobile Parking Fees.
 - Automobile/Truck Rentals.
 - Limousine and Bus Fees.
 - Other Ground Transportation Fees.
 - Employee Parking Lot Fees.
- (5) The following Revenues, if located and generated in the Support Facilities Cost Center, will be assigned to the Support Facilities Cost Center:

- Hangar Rentals.
- Tank Farm Rentals.
- Air Cargo Building(s) Rentals.
- Land Rentals.
- Building Space Rentals.
- FBO Rentals, Concessions and Fuel Flowage Fees.
- Flight Kitchen Rentals and Concessions.

3.2 Revenues Allocated To Cost Centers.

- (1) Interest income on bond funds will be allocated based on Debt Service. All other interest income will be allocated to each fund or account earning such interest, except as provided otherwise in the Bond Ordinance.
- (2) Reimbursement for security services will be allocated to the Terminal Area Cost Center.

(Sub)Exhibit "I".

**(To Airport Use Agreement And Terminal Facilities Lease,
Beginning On Page 36499 Of This Journal)**

Form Of Performance And Payment Bond.

(Specimen Copy)

Contractor's Performance Bond.

Know All Men By These Presents, That we, _____

Principal, hereinafter referred to as Contractor, and _____, Surety, of the County of Cook and State of Illinois, are held and firmly bound unto the City of Chicago in the penal sum of _____ lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present is.

Sealed with our seals and dated this ____ day of _____ A.D., 19 ____.

The Condition Of The Above Obligation Is Such, That whereas the above Bounden Contractor has entered into a certain contract with the City of Chicago, bearing date the ____ day of _____ A.D., 19 ____, for

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on _____ part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs, and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed or to be performed under said contract by said Contractor, _____ agents, employees or workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by _____ assignees and subcontractors, in or about the performance of said contract, and shall insure _____ liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such

person, under the provisions of an Act of the General Assembly of the State of Illinois, entitled "An Act to promote the general welfare of the people of this State by Providing Compensation for Accidental Injuries or Death suffered in the course of employment within this State, and without this state where the contract of employment is made within this state; providing for the enforcement and administering thereof, and a penalty for its violation, and repealing an act therein named", approved July 9, 1951, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act to promote the general welfare of the people of this State by providing remedies for injuries suffered or death resulting from occupational diseases incurred in the course of employment; providing for enforcement and administration thereof, and to repeal an Act therein named", approved July 9, 1951, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration, or removal of buildings, bridges, viaducts and other structures, and to provide for the enforcement thereof", approved June 3, 1907, as amended, and generally known as the "Scaffolding Act", then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or _____ agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts of the General Assembly of the State of Illinois, when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of an Act entitled "An Act in relation to bonds of contractors

entering into contracts for public construction", approved June 20, 1931, as amended (hereinafter called the "Act"); provided, further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall have contained the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed; provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the one hundred twenty (120) day period in which case action may be taken immediately following such final settlement; and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of the work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____ (Seal)

Approved _____, 19__

_____ (Seal)

_____ (Seal)

Purchasing Agent

(Seal)

Approved As To Form And Legality: _____ (Seal)

_____ (Seal)

Assistant Corporation Counsel

(Sub)Exhibit "J".

(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)

Project Procedures.

1. Project Description.

Projects shall be described in writing by the Commissioner to Airline at the time of delegation of Work. The description of the Project shall include the estimated cost of the Work which shall be reimbursable to the Airline by the City.

2. Airline Coordination With City.

- (a) If Airline is delegated a Project pursuant to Section 12.01 of the Agreement and accepts such delegation, 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.
- (b) The Commissioner shall designate a Work Liaison to represent City in all matters relating to the performance of the Work hereunder and to constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this (Sub)Exhibit in which 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 City, in whole or in part, for the professional or technical accuracy of Airline's Work to be provided hereunder. The Commissioner 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. If requested, Airline shall provide reasonable administrative space for the Work Liaison on or contiguous to the work site. The Work Liaison shall provide such personnel as may be needed from time to time.

3. Standard Of Performance.

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 Work hereunder.

Airline shall further perform, or cause to be performed, all Work hereunder according to those standards for Work at the Airport promulgated by D.O.A., F.A.A. and any other interested federal, state, or local governmental units, including without limitation any Airport Design and Construction Standards.

Airline shall further require its Project Contractors to perform all Work required of them in accordance with the above standards and in a safe, efficient, good and workmanlike manner. Airline shall require its Project Contractors to replace all damaged or defective Work. Subject to the terms and conditions stated herein, Airline shall replace or correct such Work not so corrected or replaced by any Project Contractor, or shall cause such Work to be replaced or corrected by another Project Contractor, and thereafter shall prosecute, or shall assign its rights to so prosecute to City upon reasonable request therefor, any and all claims it may have against Project Contractors for failure by Project Contractors to comply with the standards of performance imposed upon them in the Project Contracts and hereunder.

In the event Airline or its Project Contractors fail to comply with the above-referenced standards, Airline shall perform again, or cause to be performed again, at its own expense, any and all Work which is required to be reformed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the Work by City, Airline shall remain solely and exclusively responsible for the technical accuracy of all of the Work, as defined herein

and furnished under this Agreement. This provision shall in no way be considered as limiting the rights of City against Airline or its Project Contractors, either under this Agreement, at law, or in equity.

4. Approval Of Project Contractors.

Prior to the hiring by Airline of Project Contractors, Airline shall submit a list of prequalified contractors to City for review and approval. In addition, City shall have the right (but not the obligation) to review, and approve the form of, Airline's Project Contract with any person or firm hired to act as a Project Contractor in connection with the performance of Work. Airline shall include in its Project Contracts all provisions required by this Agreement, such provisions as may be required by this Agreement, such provisions as may be required by law at the time such Project Contract is awarded, and such provisions as may be reasonably requested by City, its Risk Manager, its Purchasing Agent and its legal counsel.

5. Assignment Of Project Contracts.

All Project Contracts shall contain provisions making them assignable to City. Upon the occurrence of an Event of Default under this Agreement, City shall have the right to require that Airline complete the assignment to City of any and all Project Contracts. Such assignment shall be in writing and in a form and substance acceptable to City. Airline agrees that all such Project Contracts shall further contain a clause which provides that in the case of any Project Contract so assigned, the Project Contractor shall be deemed to have waived any and all claims, suits, and causes of action arising out of or relating to the performance of such Project Contract prior to the effective date of such assignment, unless such Project Contractor notifies City in writing of such claim, suit, or cause of action prior to the effective date of such assignment. City shall not be responsible for any claims relating to such Project Contracts arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Airline, its officials, employees, agents or other Project Contractors.

6. 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 review and comment by the Work Liaison. Such drawings, plans, and specifications, and all amendments thereto, and the cost and schedule information to be provided by Airline under this Paragraph 4(b), 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 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) 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 Work, individually and aggregated.

(c) Installation, Construction, Start-Up And Testing Phase:

- (i) The Work Liaison shall have the right to monitor the Work to assure that the Project is 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, Airline shall submit, or cause to be submitted, to the Work Liaison copies of all

- surveys, soil borings, and field test reports;
- contracts;
- 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 Work;
 - maintenance and operations manuals in connection with buildings systems;
 - as-built drawings;
 - warranties;
 - test and start-up results; and
 - any other documents related to the Work which may be reasonably requested by City.
- (ii) No change order which materially changes the scope of the Work or the Project 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 cost, schedule, 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 cost, schedule, 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 which has performed, in the judgment of the Work Liaison, Work which is at material variance from the approved cost, schedule, drawings, plans and specifications, or applicable standards or (ii) suggest to Airline that it stop Work where it is directly affected by such variance from the approved cost, schedule, 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 that is at variance with the approved cost, schedule, 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 cost, schedule, 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 Project 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 City's 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.

7. Ownership.

City shall be and become the owner of each component of the Project upon the City's acceptance of that respective component.

8. No Damages For Delay.

Airline agrees and shall cause its Project Contractors to agree that claims for damages or charges for additional costs or fees shall not be made against City by Airline or Project Contractors, absent bad faith, fraud, or direct tortious interference, for costs incurred by reason of delays, disruptions, or hindrances in the Contractors' Work. In the event that any Contractor is delayed by causes beyond the reasonable control of such Contractor, the Project schedule for the performance of the Work may be extended by Airline with City approval, to reflect the extent of such delay, provided that Airline shall have given City written notice within ten (10) days of the commencement of such delay and shall have received City's written approval of the extension, which approval shall not be unreasonably withheld. Such notice by Airline shall include a description of the reasons for the delay and the steps to be taken by Airline and Contractor to mitigate the effect of such delay on the Project schedule. City's permitting any Contractor to proceed with its Work, or any part thereof, after such extensions shall in no way operate as a waiver of any other rights on the part of City. City shall not be responsible to Airline or its Contractors for any claims for damages or charges for additional costs or fees incurred by reason

of delays, disruptions, or hindrances caused by Airline's bad faith, fraud, or direct tortious interference with its Contractors.

9. Prevailing Wage.

All Project Contracts entered into by Airline shall contain provisions complying with 820 ILCS 130/0.01, et seq., as it may be amended (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 such Project 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 Project Contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such Project Contracts. Upon request by City, Airline shall provide City with copies of all Project Contracts entered into by Airline to evidence compliance with the provisions of the Act.

10. Performance And Payment Bonds.

Airline shall require each of its Project Contractors performing construction Work at or related to the Airport to post a performance and payment bond in the full value of the construction Work to be performed under its Project Contract. Such bonds shall comply with the provisions of 30 ILCS 550/1, as amended and Section 2-91-030 of the Chicago Municipal Code. The bond shall be in same form and content as provided by City. The surety issuing such bond shall be acceptable to City's Risk Manager. City and Airline shall be named as co-obligees on all such bonds; provided, however, that City shall be named as the primary co-obligee.

11. Veterans Preference.

Airline shall insure that the following provision is inserted in all Project Contracts entered into with any Project 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 provisions of 330 ILCS 55/0.01, et seq. 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. In the employment of labor (except executive, administrative and supervisory positions) a preference shall be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the

individuals are available and qualified to perform the work to which the employment relates.”

12. Steel Products.

Airline shall insure that the following provision is inserted in all Project Contracts entered into with any Contractors and any labor organizations which furnish skilled, unskilled and craft union labor or services in connection with the Project.

“This contract shall be subject to all provisions of the ‘Steel Products Procurement Act’ (30 ILCS 565/1, et seq.), 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 steelmaking 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.”

13. Residency.

In the event that this Agreement is for construction in excess of \$100,000, Airline shall include a provision in its Project Contract that Project Contractor comply with the provisions of Chapter 2, Section 2-92-320 of the Municipal Code which requires that of the total construction worker hours performed by a Project 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.

14. Liquidated Damages.

If the Work is not substantially complete within the time frames set forth in the Project Contract, as adjusted by change orders, both additive and deductive, it is understood that the City will suffer substantial damage; and it being impracticable and infeasible to determine the exact amount of actual damages which may be sustained, it is agreed that the Contractor

shall pay as liquidated damages, and not as a penalty or as a limitation on the City or Airline, a sum in accordance with the amounts set forth in the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction applicable at the time the Project Contract is entered into for each calendar day the Work is not substantially complete.

15. Anti-Apartheid.

Airline shall cause its Project Contractors to comply, on behalf of the City, with Chapter 3-68 of the Municipal Code of Chicago (as applicable) and the regulations issued pursuant hereto, subject to any waivers or exceptions which are permissible thereunder. In addition, the Airline shall cause its Project Contractors to execute an affidavit in the form provided by the City. City shall be granted the express right in the Construction Contracts to declare a default and terminate all existing Project Contracts if the Airline enters into any Project Contract which violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (i) a violation of the certifications contained in the affidavit; (ii) 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 (iii) the sale to City of goods principally manufactured, produced, assembled, grown, or mined in South Africa. This right of termination is supplemental to any other remedy which the City may have under this Agreement, at law, or in equity, and shall entitle the Licensor to direct, indirect, special, and consequential damages and any other appropriate legal or equitable remedy. Further, the Airline understands and acknowledges, and agrees to inform its Contractors, that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago shall be subject to fines 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.

16. MacBride Principles For Northern Ireland.

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 primary Project Contractor conducts any business operations in Northern Ireland, it is hereby required that the Project Contractor 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).

For those Project Contractors who take exception in competitive bid contracts to the provision set forth above, the City shall assess an eight percent penalty. This penalty shall increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty shall apply only for purposes of comparing bid amounts and shall not affect the amount of any contract payment.

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.

(Sub)Exhibit "K".

(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499 Of
This Journal)

Compliance With All Laws.

Airline shall comply and shall include in all of its Contracts a requirement that its Contractors comply, with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. Airline agrees that all of the provisions set forth in this (Sub)Exhibit will be incorporated in all Contracts. Further, Airline shall execute and shall include in all of its Contracts a requirement that its Contractors execute such affidavits and certifications as shall be required by the City. Such certifications shall be attached and incorporated by reference in the applicable Project Contracts. In the event that any Contractor is a partnership or joint venture, the 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.

1. Nondiscrimination.

a. General Requirements.

It shall be an unlawful employment practice for the Airline to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify his 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. Airline shall further comply with Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Secs. 793 -- 794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. Part 60, et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and F.A.A. Circular No. 150/5100 15A.

b. State Requirements.

Airline shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01, et seq., as amended; and the Environmental Barriers Act, 410 ILCS 25/1, et seq..

c. City Requirements.

Airline shall comply with the Chicago Human Rights Bond Ordinance, Chapter 2-160, Section 2-160-010, et seq. of the Municipal Code (1990), as amended.

Further, the Airline shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

2. Equal Employment Opportunity.

In the event of the Airline's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Airline may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Airline agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this Agreement, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreements, a notice advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with it in its efforts to comply with such Act and Rules, it will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time

be reasonably requested by the Department or the City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

- (f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the City and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- (g) That it will include, verbatim or by reference, the provisions of this Section 2 in every Construction Contract it awards under which any portion of the obligations are undertaken or assumed, so that such provisions will be binding upon such Contractor. In the same manner as with other provisions of this Agreement, the Airline will be liable for compliance with applicable provisions of this clause by its Contractors; and further it will promptly notify the City and the Department in the event any Contractor fails or refuses to comply therewith. In addition, the Airline will not utilize any Contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3. Safety And Security.

(a) The Airline expressly acknowledges its responsibility to provide security at the Airport in accordance with 14 C.F.R. Part 107, "Airport Security", as such may be amended from time to time, and with all rules and regulations of the City concerning security procedures, including the Airport's approved security program. The Airline expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 14 C.F.R. Part 108, "Airplane Operation Security", as such may be amended from time to time, and with the Rules and Regulations of the City concerning security procedures, including the Airport's approved security program.

(b) The Airline shall insure that the following provision is inserted in all contracts entered into with any Contractors and any 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: "This Agreement is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604) ('Act'), the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109 and 110, and to the rules and regulations promulgated thereunder. In the event that Airline, or any individual employed by Airline, in the performance of this Agreement, has (i) unescorted access to aircraft located on or at the Airport (ii) unescorted access to secured areas, or (iii) capability

to allow others to have unescorted access to such aircraft or secured area, Airline shall be subject to, and further shall conduct with respect to its Contractors and their respective employees, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration and City may deem necessary. Further, in the event this Agreement involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Airport, Airline shall, notwithstanding anything contained herein, at no cost to City, perform all obligations hereunder in compliance with those guidelines developed by City and the Federal Aviation Administration, and in effect as of the Effective Date with the objective of maximum security enhancement. In the event the Agreement involves the design of facilities or equipment, the drawings, plans, and specifications to be provided under the Agreement shall comply with those guidelines developed by City and the Federal Aviation Administration and in effect at the time of the submittal of such drawings, plans, and specifications."

4. Americans With Disabilities Act.

The Airline shall insure that the appropriate provision set forth below is inserted in all contracts entered into with any design professional or with any Contractors and any 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:

Designs.

"The Consultant 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 including, but not limited to, the following: Americans with Disabilities Act, P.L. 101-336 (1990) 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., and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. In the event that the above cited standards are inconsistent, the Consultant shall comply with the standards providing greater accessibility."

Construction Contracts.

"All construction or alteration undertaken by Contractor under this contract shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the

following: Americans With Disabilities Act, P.L. 101-336 (1990) 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., and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. The Contractor shall, prior to construction, review the plans and specifications and notify the Airline and the City in the event that the plans and specifications are not in compliance with the above referenced standards."

(Sub)Exhibit "L".

(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)

Affirmative Action.

(a) **Minority And Women Business Enterprise.**

Airline shall provide for the participation of Minority and Women Business Enterprises in any Project it performs under this Agreement. To this end, Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchases, Contracts and Supplies for Minority and Women Business Enterprises, a goal for the award of Project Contracts, and a reporting procedure agreeable to the Airline and the City.

(i) **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 women and Minority and Women Business Enterprises in its Work. 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 the

Work hereunder. 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 Contracts awarded by Airline.

This policy shall be stated in all Project Contracts, circulated to all employees of Airline in affected departments, and made known to minority and women entrepreneurs.

(ii) Liaison.

To ensure compliance and the successful management of Airline's Minority and Women Business Enterprise program. 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. Further, all personnel of Airline and all others with responsibilities in the supervision of Project Contracts for the Airline are to see that actions are performed consistent with the affirmative action goals of this Agreement.

(iii) Goals.

The goals to be met by Airline in the Project hereunder shall be with utilization of Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) certified by the City of Chicago, subject to the availability of M.B.E. and W.B.E. capable of performing the Work. These goals shall be administered in a manner to assure City and Airline that: (1) the Work shall be completed at a reasonable and acceptable cost to Airline, (2) the Work shall be completed on a reasonable and acceptable timetable to Airline and City and, (3) the quality of the Work 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. and W.B.E.) in the Project 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 Project.

Should Airline determine that no M.B.E. and W.B.E. is capable or available to perform Project, it shall notify the Commissioner 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. Airline shall also notify the Department of Purchases, Contracts and Supplies, who shall determine if any M.B.E. and W.B.E. are available to perform the Work needed. If the Department

of Purchases, Supplies and Contracts determines that M.B.E.s or W.B.E.s are 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.

(iv) 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 this Agreement.

(v) Reporting.

The Minority and Women Business Enterprise progress report required by this section shall be made on forms or on a format established by City and agreeable to Airline. Such reports shall include the following items:

(a) the total amount of prime and subcontract awards during the quarter and, for any Project 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;

(b) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprise;

(c) 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;

(d) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and

(e) an evaluation of the overall progress to date toward the Minority and Women Business Enterprise goals for the Work.

(b) Equal Employment Opportunity And Affirmative Action Plan.

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 that Work involving Project construction, which plan is acceptable to City and 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

(c) Chicago First Hiring Program.

In the event there are Project Contracts subject to this Agreement, City, through the Mayor's Office of Employment and Training ("M.E.T."), will provide a Chicago First Hiring Program ("Chicago First Program") to Airline. An objective of the Chicago First Program is to ensure that City residents who have received training and skill development through M.E.T. are afforded consideration for jobs created through Airport projects.

Airline agrees to negotiate a Chicago First Agreement (the "First Source Agreement") with M.E.T. for the recruitment and referral of personnel for positions available as a result of the Project.

Airline agrees to ensure that in the aggregate hours of Project involving construction work to be performed, at least 50% of the on-site worker hours in the category of construction laborers and at least 50% of the on-site worker hours in the category of skilled construction trade workers shall be residents of the City.

(d) Reporting And Compliance.

In the event that there are Project Contracts subject to this Agreement, at quarterly intervals, beginning ninety (90) days following the execution of this Agreement, Airline shall submit to City progress reports on forms or on a format established by City's Department of Purchases, Contracts and Supplies and agreeable to Airline, that provide required information concerning Airline compliance with Airline's M.B.E./W.B.E. requirements, E.E.O. and Affirmative Action Plan, and Chicago First Hiring Program.

(e) Non-Responsible Bidder.

Prior to awarding any Project Contracts, Airline shall provide City with the names of vendors who may be awarded such Contracts. City shall promptly notify Airline if a potential vendor appears on the City's list of non-responsible bidders. Airline agrees that no Contracts for Work shall be awarded to persons or corporations identified on City's list of non-responsible bidders, so long as such list does not discriminate against any bidders because of race, religion, age, handicap, color, sex, national origin, citizenship or political affiliation.

(f) Contracting Authority Of Airline.

Nothing contained herein shall be deemed to supersede the authority and responsibility which may otherwise be granted to Airline with respect to the contracting process for the Work.

(Sub)Exhibit "M".

(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499 Of
This Journal)

*Target Cost.**

	1993	1994	1995
Airfield Target Cost			
Southwest Airlines (1)	\$ 4,101,834	\$ 4,512,626	\$ 5,047,602

* Because the Target Costs vary depending on how many airlines become signatory to this Agreement, two Target Costs have been prepared for each Cost Center for each year. The two Target Costs represent the highest and lowest amount for each Cost Center for each year. The actual Target Cost will fall between the two amounts shown depending on the actual number of Signatory Airlines.

(1) Only Southwest Airlines is a Signatory Airline.

	1993	1994	1995
All Carriers (2)	9,537,453	10,101,671	10,831,736
Terminal Target Cost			
Southwest Airlines (1)	\$ 4,123,606	\$ 4,473,607	\$ 4,975,432
All Carriers (2)	5,190,513	5,598,820	6,110,949
Terminal Ramp Target Cost			
Southwest Airlines (1)	\$ 723,792	\$ 767,566	\$ 844,167
All Carriers (2)	851,815	897,676	971,681

Exhibit "B".

*(To Ordinance Beginning On Page
36497 Of This Journal)*

Agreement.

This Agreement (the "Agreement") is made and entered into as of [December 31, 1992] by and between Southwest Airlines Co., a Texas

(Continued on page 36630)

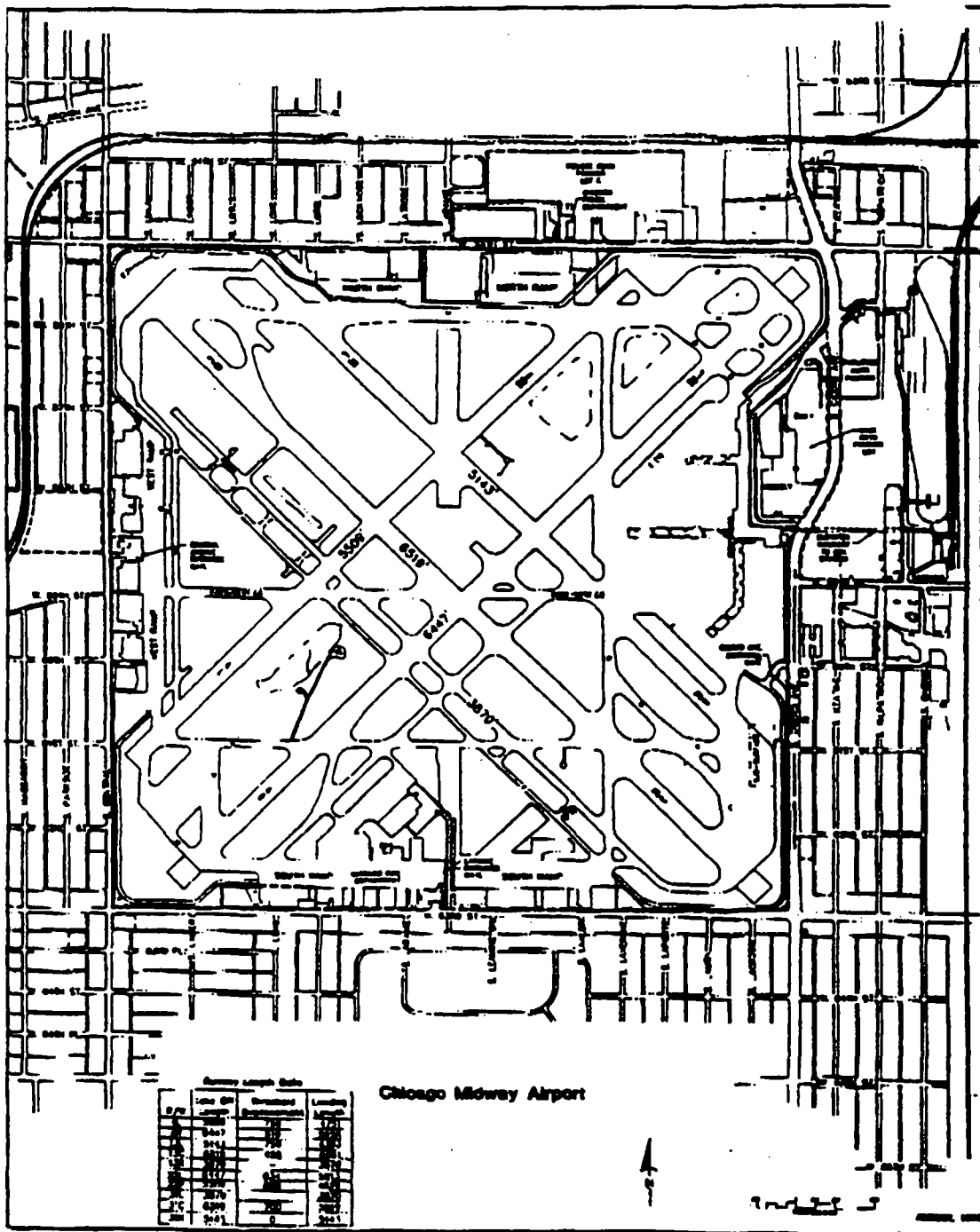
(1) Only Southwest Airlines is a Signatory Airline.

(2) All Carriers are Signatory Airlines.

(Sub)Exhibit "A".

(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)

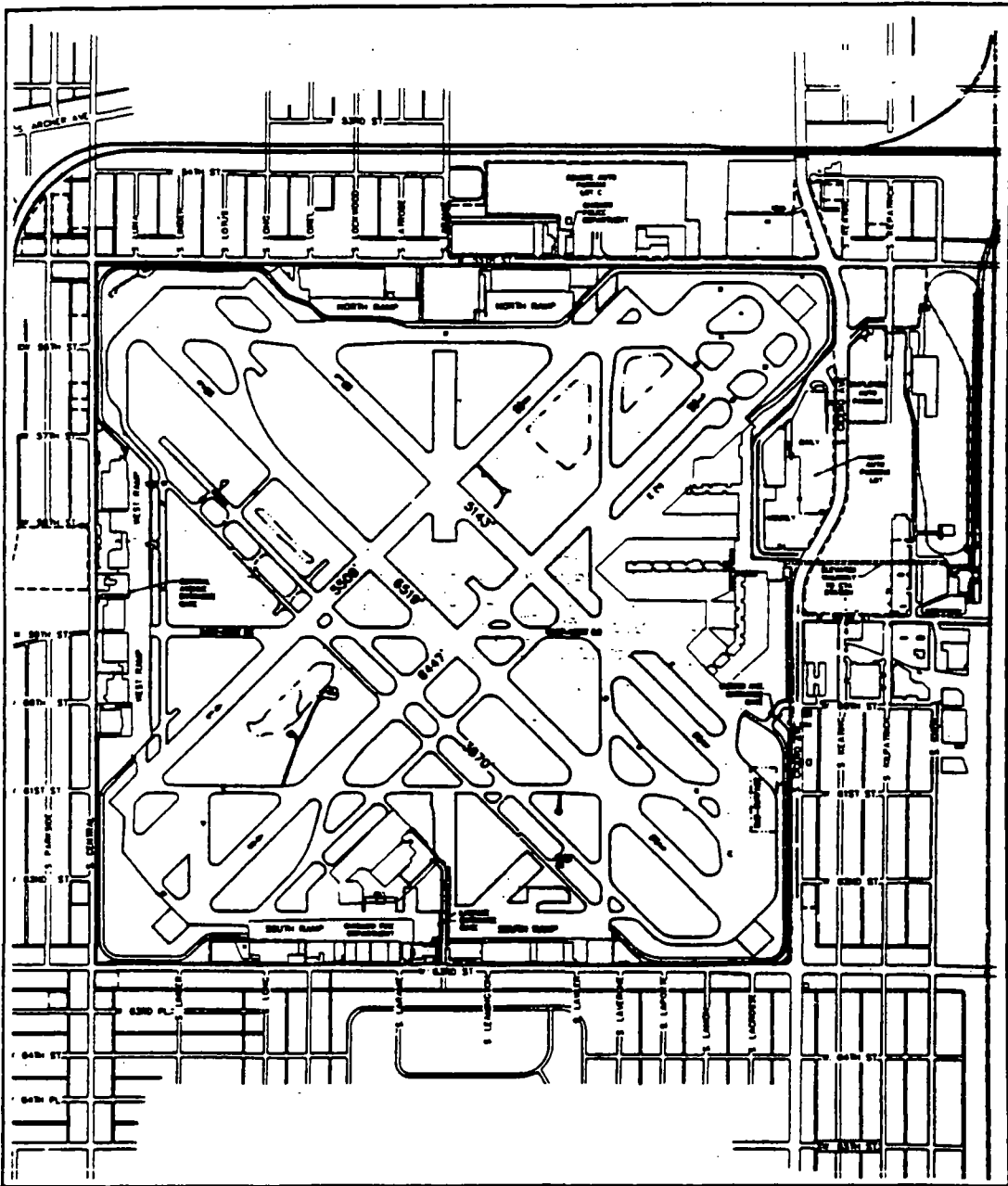
Plat Of Midway Airport.



(Sub)Exhibit "B-1".

(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)

Airfield Area.

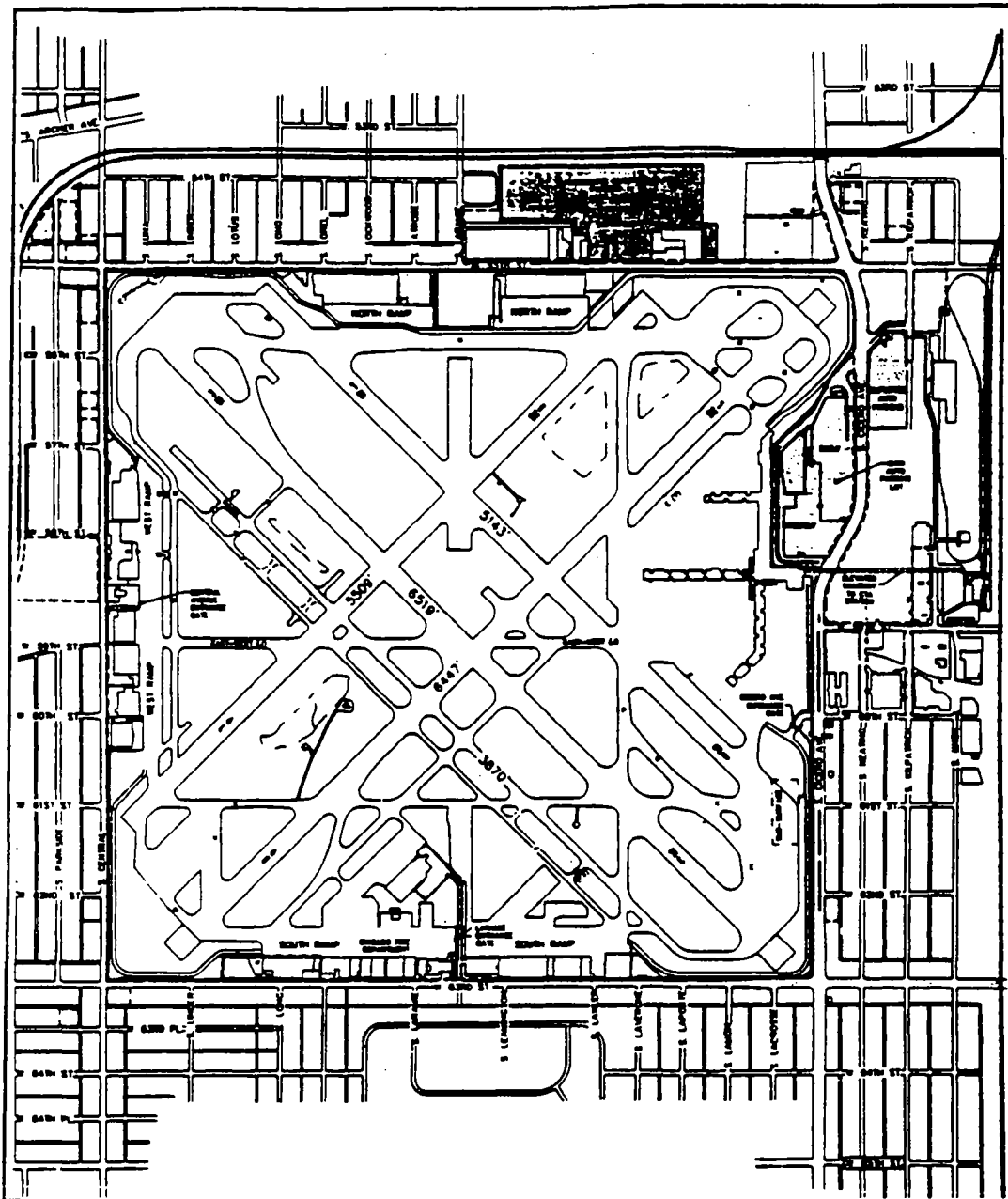



<p>Chicago Midway Airport</p>	<p>City of Chicago Richard M. Daley Mayor</p>	<p>Department of Aviation</p>	<p>David Mosca Commissioner of Aviation</p>	<p>Aviation Consultants Landrum & Brown</p>
				<p>Exhibit</p>

(Sub)Exhibit "B-1".

(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)

Parking And Roadway Area.

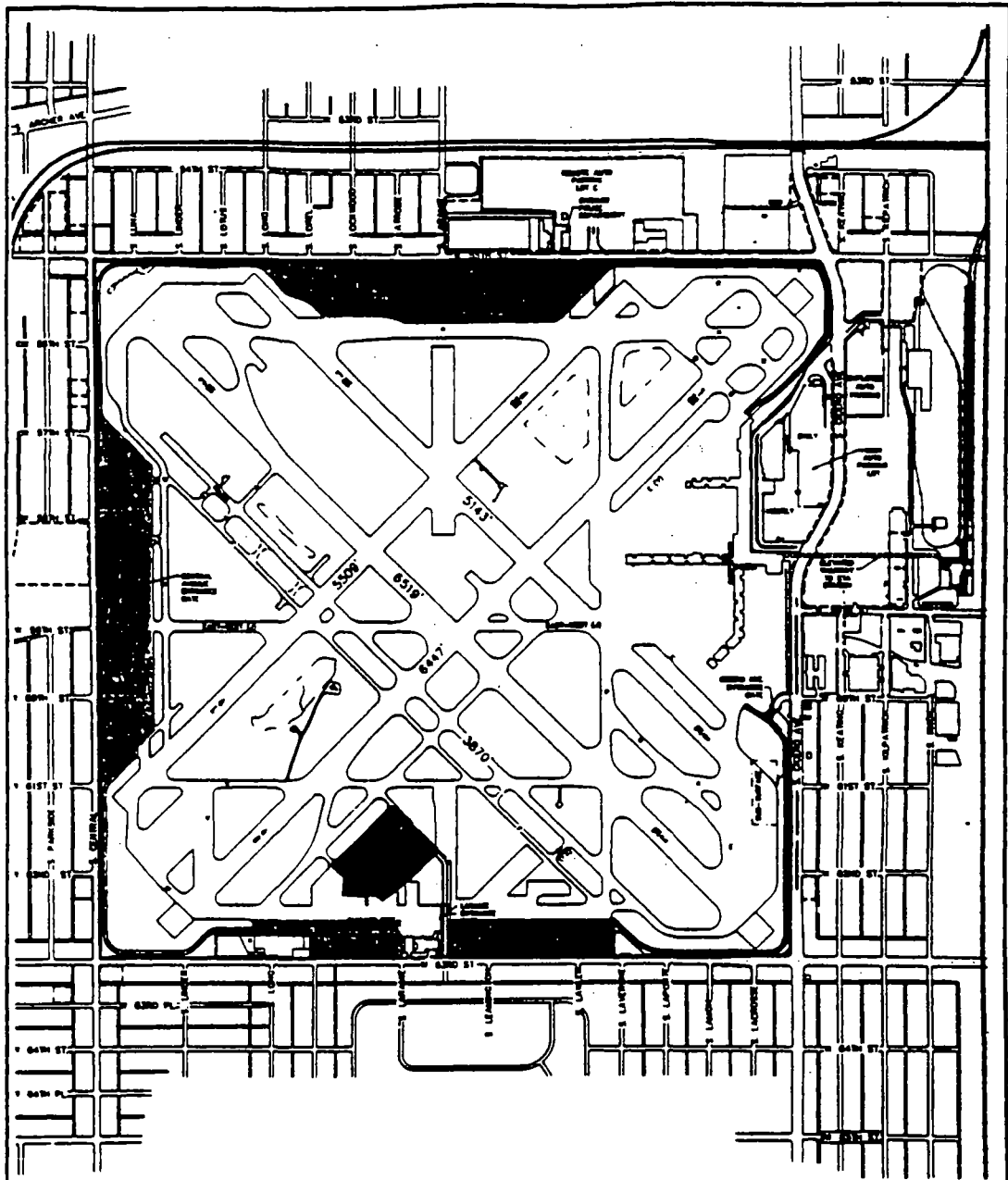


<p>Chicago Midway Airport</p>	<p>City of Chicago Richard M. Daley Mayor</p>	<p>Department of Aviation</p>	<p>David Moscena Commissioner of Aviation</p>	
				<p>Exhibit</p>

(Sub)Exhibit "B-1".

(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)

Support Facilities Area.



Chicago
Midway Airport

City of Chicago
Richard M. Daley
Mayor

Department
of Aviation

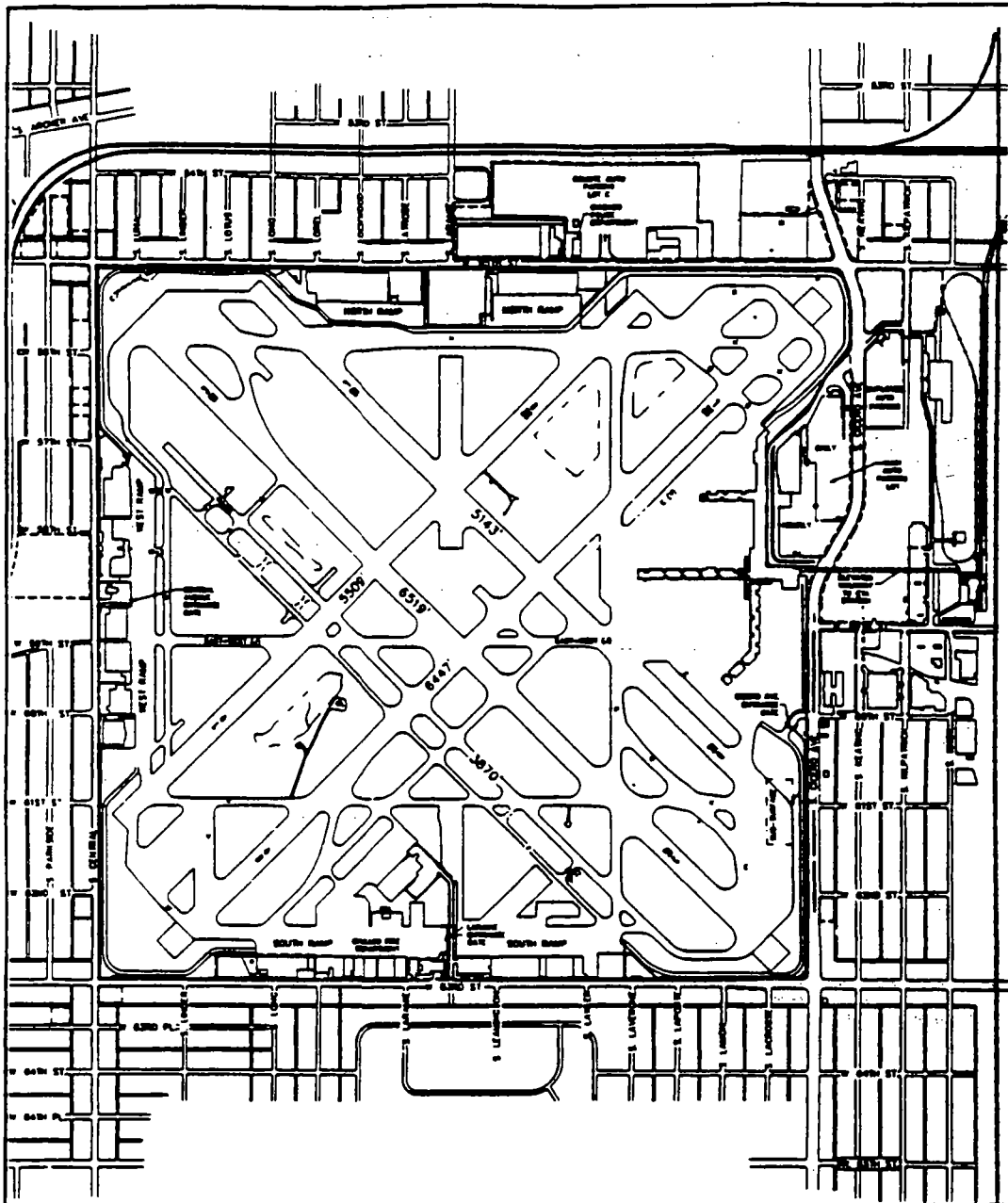
David Mosena
Commissioner
of Aviation



(Sub)Exhibit "B-1".

(To Airport Use Agreement And Terminal Facilities Lease, Beginning On Page 36499 Of This Journal)

Terminal Area.

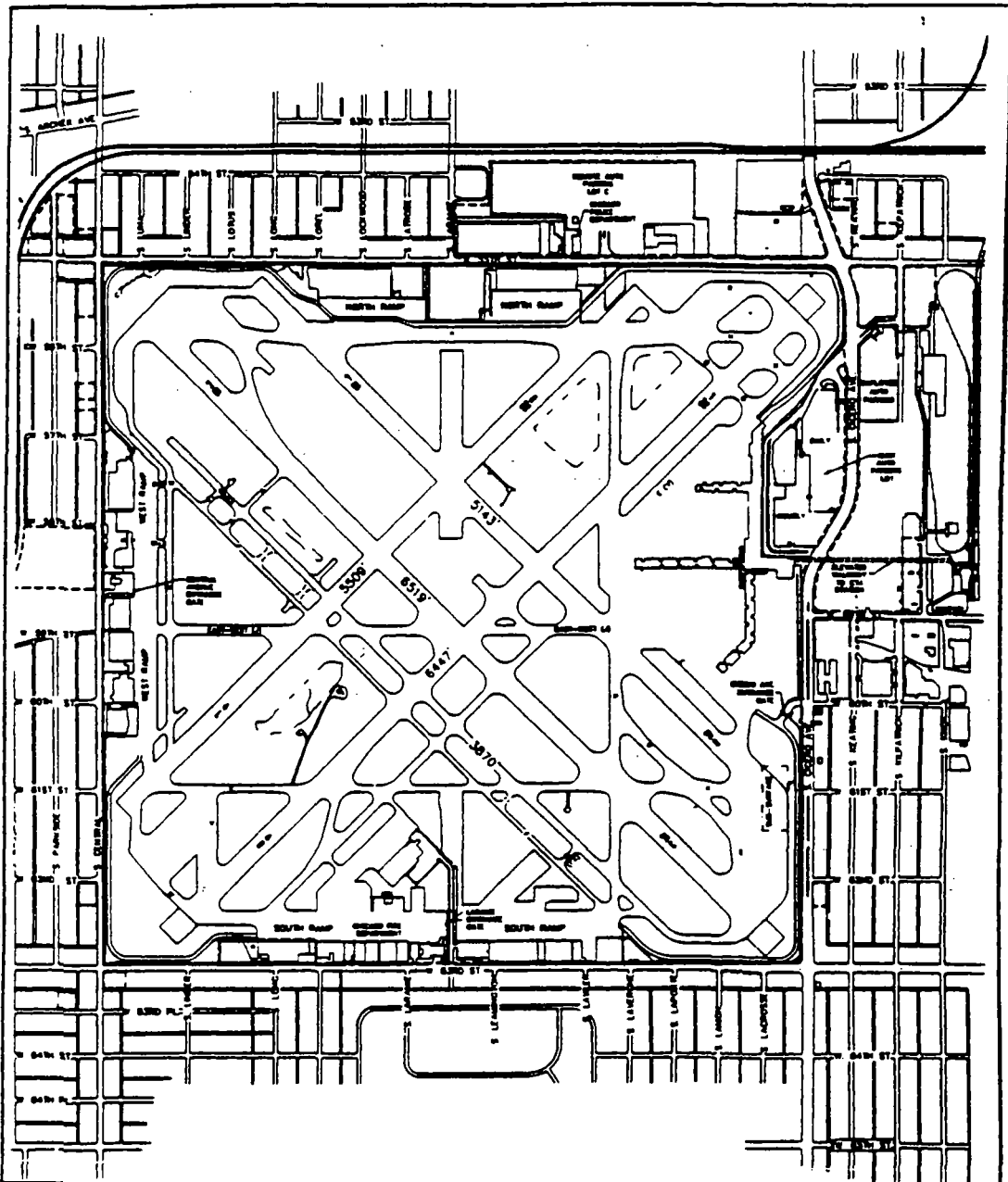



Chicago Midway Airport	City of Chicago Richard M. Daley Mayor	Department of Aviation David Mosena Commissioner of Aviation	Aviation Consultants Landmark Group
			Exhibit

(Sub)Exhibit "B-1".

(To Airport Use Agreement And Terminal Facilities
Lease, Beginning On Page 36499
Of This Journal)

Terminal Ramp Area.



<p>Chicago Midway Airport</p>	<p>City of Chicago Richard M. Daley Mayor</p>	<p>Department of Aviation</p>	<p>David Mosera Commissioner of Aviation</p>	 <p>Aviation Consultants Landmark Group</p>
				<p>Exhibit</p>

(Sub)Exhibit "H".

(To Airport Use Agreement And Terminal Facilities Lease, Beginning On Page 36499 Of This Journal)

Description Of Operation And Maintenance Responsibilities.
(Page 1 of 2)

	Leased Airline Premises						Joint Airline Leased Premises								
	Ticket Counters	Travel Offices	Bag Makeup	Baggage Claim	Operations Areas	Hold Rooms	Baggage Claim	Tug Drivers	Passing Positions	Hold Rooms					
1. <u>Air Conditioning</u>															
a. Maintenance	C	C	N/A	C	C	C	C	C	N/A	N/A	C	C	C	C	C
b. Operation	C	C	N/A	C	C	C	C	C	N/A	N/A	C	C	C	C	C
c. Distribution	C	C	N/A	C	C	C	C	C	N/A	N/A	C	C	C	C	C
2. <u>Heating</u>															
a. Maintenance	C	C	C	C	C	C	C	C	N/A	N/A	C	C	C	C	C
b. Operation	C	C	C	C	C	C	C	C	N/A	N/A	C	C	C	C	C
c. Distribution	C	C	C	C	C	C	C	C	N/A	N/A	C	C	C	C	C
3. <u>Lighting</u>															
a. BLS Pkg.	A	A	A	C	A	A	C	C	C	C	C	C	C	C	C
b. Maintenance	A	A	A	C	A	A	C	C	C	C	C	C	C	C	C
4. <u>Electrical</u>															
a. Maintenance	A	A	A	C	A	A	C	C	C	C	C	C	C	C	C
5. <u>Water</u>															
a. Distribution	N/A	C	C	N/A	C	C	N/A	C	C	C	N/A	C	C	C	N/A
b. Fixtures	N/A	C	C	N/A	A	A	N/A	A	A	A	N/A	A	A	A	N/A

Note: All areas not part of AIRLINE's Leased Premises shall be CITY's responsibility; provided, however, CITY shall not be responsible for any systems or services installed by AIRLINE, or systems and services installed by CITY, and modified by AIRLINE, unless otherwise agreed to by the parties hereto.

A - Airline
C - City of Chicago
N/A - Not Applicable

(Sub)Exhibit "H".

(To Airport Use Agreement And Terminal Facilities Lease, Beginning On Page 36499 Of This Journal)

Description Of Operation And Maintenance Responsibilities.
(Page 2 of 2)

	Leased Airline Premises					Joint Airline Leased Premises				
	Ticket Counters	Ticket Offices	Bag Make-up	Baggage Claim	Operations Area	Hold Rooms	Baggage Claim	Tug Drives	Perching Positions	Hold Rooms
6. Sewage										
a. Distribution	N/A	C	C	C	C	C	N/A	C	C	C
b. Fixtures	N/A	C	C	C	C	C	N/A	C	C	C
7. Maintenance										
a. Other than Struc.	A	A	A	C	A	A	C	C	C	C
b. Structure	C	C	C	C	C	C	C	C	C	C
c. Exterior	N/A	N/A	C	C	C	N/A	C	N/A	N/A	N/A
8. Custodial Service	A	A	A	C	A	A	C	C	N/A	A
9. Window Cleaning										
a. Exterior	N/A	C	N/A	C	C	C	C	C	N/A	C
b. Interior	N/A	A	N/A	C	A	A	C	C	N/A	A
10. Overhead Doors	N/A	N/A	A	A	N/A	N/A	C	C	N/A	N/A
11. Snow Removal 1:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	A/C	N/A

1/ Airline responsible for any hard shoveling and abrasive application necessary for passenger access pathways between Terminal and AIRLINE's aircraft.

Note: All areas not part of AIRLINE's Leased Premises shall be CITY's responsibility; provided, however, CITY shall not be responsible for any systems or services installed by AIRLINE, or systems and services installed by CITY, and modified by AIRLINE, unless otherwise agreed to by the parties hereto.

A - Airline
C - City of Chicago
N/A - Not Applicable

(Continued from page 36621)

corporation ("Southwest") and the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois (the "City").

Recitals.

Southwest is currently leasing 18 gates (consisting of Gates B1 through B12, Gates A1 through A5 and Gate A7) at Chicago Midway Airport (the "Airport") pursuant to an Airport Use Agreement and Terminal Facilities Lease dated as of December 2, 1985 between Midway Airlines, Inc. ("Midway") and the City, as amended (the "Original Midway Use Agreement"), which as of October 10, 1991 was assigned by Midway to Northwest Airlines, Inc. ("Northwest") and, approved by the City as of July 29, 1992, was assigned by Northwest to Southwest.

The term of the lease of Gates A1 through A5 and Gate A7 under the Original Midway Use Agreement expired 11:59 P.M. on December 31, 1992. The term of the lease of Gates B1 through B12 under the Original Midway Use Agreement expires at 11:59 P.M. on December 31, 1993, subject to extension in accordance with the Original Midway Use Agreement.

Southwest is currently leasing four gates (consisting of Gates A9, A11, A12 and A16) at the Airport, pursuant to an Airport Use Agreement and Terminal Facilities Lease dated as of December 2, 1985 between Southwest and the City (the "Original Southwest Use Agreement"), the term of which expires December 31, 1993, subject to extension in accordance with the provisions thereof.

Southwest is currently leasing Gates A15 and A17 on a month-to-month basis at the Airport pursuant to an Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1992, as amended by an Amendment to Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1992 (the "Month-to-Month Agreement").

Agreements.

In consideration of the recitals and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The City hereby extends the term of the Original Midway Use Agreement with respect to all premises currently leased to Southwest thereunder to 11:59 P.M. on December 31, 2002. All relevant provisions of the Original Midway Use Agreement are deemed to be amended by the provisions of this Paragraph 1.

2. Southwest hereby grants to the City the right to terminate the Original Midway Use Agreement at any time with respect to Gates B1, B3, B5, B7, B9 and B11 (the "Call Gates"). In consideration therefor, the City hereby extends the term of the Original Southwest Use Agreement with respect to all premises currently leased to Southwest thereunder and the term of the Month-to-Month Agreement with respect to all premises currently leased to Southwest thereunder to 11:59 P.M. on December 31, 2002. All relevant provisions of the Original Southwest Use Agreement and the Month-to-Month Agreement are deemed to be amended by the provisions of this Paragraph 2.

3. The City hereby terminates the Original Midway Use Agreement with respect to the Call Gates.

4. The City and Southwest hereby acknowledge that immediately following the execution of this Agreement they will enter into a new Airport Use Agreement and Facilities Lease which will supersede and terminate the Original Midway Use Agreement, the Original Southwest Use Agreement and the Month-to-Month Agreement.

5. This Agreement may be executed in one or more counterparts.

In Witness Whereof, The parties hereto have caused this Agreement to be duly executed and delivered as of the date first stated above.

Attest:

City of Chicago

City Clerk

Mayor

Approved:

City Comptroller

Approved As To Form
And Legality:

Department of Aviation

Corporation Counsel

Commissioner

Witness:

Southwest Airlines Co.

By: _____

Its: _____

Its: _____

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

**AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT TO 1993 ANNUAL APPROPRIATION
ORDINANCE TO REFLECT INCREASE IN
AMOUNT OF GRANT FUNDS RECEIVED
FROM FEDERAL AND STATE
AGENCIES.**

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

CHICAGO, August 4, 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 supplemental appropriation and an amendment to the 1993 Annual Appropriation Ordinance, and having been presented with a proposed substitute ordinance necessary to reflect an increase in the amount of grant funds received from federal and state agencies, 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) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1993 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance the heads of various departments and agencies of the City have applied to agencies of the state and federal governments for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by federal and state agencies for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; now, therefore,

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

SECTION 1. The sum of \$1,116,000 not previously appropriated, representing additional awards from agencies of the federal and state government, has become available for appropriation for the year 1993.

SECTION 2. The sum of \$1,116,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1993, and the Annual Appropriation Ordinance for the Year 1993, as amended, is hereby further amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit A.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

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

Exhibit "A".

Amendment To The 1993 Annual Appropriation Ordinance.

925 -- Grant Funds.

Code	Department And Item	Strike Amount	Add
	Estimate Of Grant Revenue For 1993		
	Awards from Agencies of the Federal Government	\$554,258,384	\$555,370,384
	Awards from Agencies of the State Government	144,170,000	144,174,000

Code	Department And Item	Strike Amount	Add
925 -- Grant Funds.			
21	Department Of Housing:		
	Weatherization -- D.O.E.	\$3,375,000	\$3,957,000
41	Department Of Health:		
	AIDS Prevention	2,419,000	2,470,000
	HIV Early Intervention Demonstration	158,000	349,000
	Vector Control	40,000	44,000
53	Department Of Human Services:		
	Summer Food Service	3,103,000	3,363,000
57	Department Of Police:		
	Section 408: Alcohol Traffic Safety (Roadside Safety Checks)	60,000	88,000

**AMENDMENT OF ORDINANCE TO AUTHORIZE INCREASE IN
ALLOCATIONS OF MOTOR FUEL TAX FUNDS NECESSARY
FOR VARIOUS PROJECTS IN IMPROVED STREETS,
COUNTY AND STATE HIGHWAYS
DURING YEAR 1993.**

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

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration six (6) ordinances (under separate committee reports) amending ordinances previously passed February 10, 1993, authorizing an increase in the allocation of Motor Fuel Tax funds necessary for various projects in improved streets, county and state highways during 1993, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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):

*Funds Authorized For Maintenance, Repair And Painting
Of Bridges, Viaducts And Appurtenances
During Year 1993.*

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax Funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax Funds to various projects by an ordinance passed on February 10, 1993 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax Funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 28389 through 28391 of the City Council Journal of Proceedings providing for the maintenance, repair and painting of existing bridges, viaducts and appurtenances related thereto, including exterior lighting, electronic visual aids and incidental work related thereto, located in the City of Chicago for the period beginning January 1, 1993 and ending December 31, 1993, is hereby amended to increase the allocation of Motor Fuel Tax Funds from \$4,000,000 to \$8,000,000.

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

*Funds Authorized For Repairs To Pavements Of Improved
Streets, County Highways And State Highways
During Year 1993.*

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax law and the proceeds of certain

other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax Funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax Funds to various projects by an ordinance passed on February 10, 1993 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax Funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 28392 through 28393 of the City Council Journal of Proceedings providing for repairs to pavements of improved streets, county highways and state highways by day labor during the period commencing January 1, 1993 and ending December 31, 1993 is hereby amended to increase the allocation of Motor Fuel Tax Funds from \$4,750,000 to \$9,500,000.

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

*Funds Authorized For Snow And Ice Control Maintenance Of Improved
Streets, County Highways And State Highways
During Year 1993.*

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax Funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax Funds to various projects by an ordinance passed on February 10, 1993 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax Funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 28395 through 28396 of the City Council Journal of Proceedings providing for snow and ice control maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1993 and ending December 31, 1993 is hereby amended to increase the allocation of Motor Fuel Tax Funds from \$5,000,000 to \$10,000,000.

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

*Funds Authorized For Street Cleaning Maintenance
Of Improved Streets, County Highways And
State Highways During Year 1993.*

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax Funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax Funds to various projects by an ordinance passed on February 10, 1993 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax Funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 28396 through 28397 of the City Council Journal of Proceedings providing for street cleaning maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1993 and ending December 31, 1993 is hereby amended to increase the allocation of Motor Fuel Tax Funds from \$3,500,000 to \$7,000,000.

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

*Funds Authorized For Streetlight Energy Costs Of Improved
Streets, County Highways And State Highways
During Year 1993.*

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax Funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax Funds to various projects by an ordinance passed on February 10, 1993 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax Funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 28397 through 28398 of the City Council Journal of Proceedings providing for streetlight energy costs of improved streets, county highways and state highways by day labor during the period commencing January 1, 1993 and ending December 31, 1993 is hereby amended to increase the allocation of Motor Fuel Tax Funds from \$4,350,000 to \$8,750,000.

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

*Funds Authorized For Traffic Signal Energy Costs Of Improved
Streets, County Highways And State Highways During
Year 1993.*

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax Funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax Funds to various projects by an ordinance passed on February 10, 1993 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax Funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 28400 through 28401 of the City Council Journal of Proceedings providing for traffic signal energy costs of improved streets, county highways and state highways during the period commencing January 1, 1993 and ending December 31, 1993 is hereby amended to increase the allocation of Motor Fuel Tax Funds from \$1,500,000 to \$3,000,000.

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

AUTHORIZATION FOR INSTALLATION OF WATER MAINS
AT VARIOUS LOCATIONS.

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

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration five (5) 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

Portion Of South Campbell Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 310 feet of 8-inch ductile iron water main in South Campbell Avenue, from West Lexington Street to West Polk Street, at a total estimated cost of \$53,017.33 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01447.

Portion Of South Clinton Street.

Ordered, That the Commissioner of Water is hereby authorized to install 860 feet of 8-inch ductile iron water main in South Clinton Street, from West 16th Street to West 18th Street, at a total estimated cost of \$155,776.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01419.

Portion Of South LaSalle Street.

Ordered, That the Commissioner of Water is hereby authorized to install 445 feet of 16-inch ductile iron water main in South LaSalle Street, from West Jackson Boulevard to West Van Buren Street, at a total estimated cost of \$213,077.52 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01265.

Portion Of West Hirsch Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,310 feet of 8-inch ductile iron water main in West Hirsch Street, from North Springfield Avenue to North Lawndale Avenue, at a total estimated cost of \$261,716.74 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01369.

Portion Of North Whipple Street.

Ordered, That the Commissioner of Water is hereby authorized to install 398 feet of 8-inch ductile iron water main in North Whipple Street, from West Carroll Avenue to West Fulton Boulevard, at a total estimated cost of \$67,092.13 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01373.

COMMITTEE ON BUILDINGS.

**AMENDMENT OF TITLE 15, CHAPTER 16, SECTIONS 140 AND
1370 OF MUNICIPAL CODE OF CHICAGO TO REGULATE
INSTALLATION OF HEAT AND SMOKE
DETECTORS IN DORMITORIES.**

The Committee on Buildings submitted the following report:

CHICAGO, July 30, 1993.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred to the Committee on Buildings on June 14, 1993) amending Chapter 15-16 of the Municipal Code of Chicago relating to installation of heat detectors and smoke detectors in dwelling units in dormitories, 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 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 15-16-140 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

15-16-140 Automatic Fire Detectors, Where Required.

In every fire alarm system required in this code, automatic fire detectors shall be installed as an integral part of a fire alarm system in rooms or portions of the building as follows:

(a) In every attic and in all rooms where a flammable compressed gas or flammable liquid as described in Chapters 4-120 and 15-24 other than fuel oil for heating is stored or used; also in shops and storerooms where combustible material is stored or handled.

(b) In every building used in part as an institutional building, school or hotel, an automatic fire detector shall be installed in such portion or portions of the building used for purposes other than institutional, school or hotel purpose, unless such institutional building, school or hotel is separated from all other occupancies by a separation with a fire-resistive value as specified in Section 13-56-280. Such automatic fire detectors shall be installed, spaced and located in accordance with the recommendations, based upon actual tests, prescribed by a nationally recognized testing laboratory acceptable to the fire prevention bureau.

(c) In every storeroom, maintenance shop, fan room, mechanical equipment room, laundry, linen room, janitor closet, kitchen, [and] storage area, *and dwelling unit of a dormitory of two or more stories in height. The automatic detectors provided in the dwelling units of dormitories shall be rate-of-rise type heat detectors with a smoke detector also installed in each unit in conformity with Sections 13-64-130 and 15-16-1370 of this code.*

(d) Fire alarm systems serving Type III schools, day care centers Class II, and those Type I schools operating as or containing a day care center Class I as defined in Chapter 4-64 shall include automatic detectors as follows:

1. Smoke detectors shall be installed at each floor level, including basements, of each interior stairwell up to and including one level above the level of the school or day care center, except in unoccupied attics.

2. Smoke detectors shall be installed in front of doors to stairwells from the school or day care center and at intervals of no less than 30 feet in all corridors within or serving the school or day care center.

3. Smoke detectors shall be located in all lounges, recreation areas and sleeping rooms.

4. Heat detectors shall be installed in boiler rooms, kitchens and combustible storage areas except where a sprinkler system with a flow alarm connected to the fire alarm system is installed in such rooms.

(e) In all two-story buildings occupied as open plan schools (a story located below grade level shall be counted, if used for other than building service purposes), approved automatic fire detectors shall be installed throughout the building and be interconnected to the school fire alarm system.

(f) In hotel buildings over four stories not equipped with an approved system of automatic sprinklers, electrical equipment rooms, guestroom corridors and elevator lobbies shall be equipped with automatic smoke detectors installed in accordance with NFPA 72E-1984.

SECTION 2. Section 15-16-1370 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

15-16-1370 Connecting Fire-Detection Devices To System.

Where automatic fire detectors are required by this code in occupancies also required to have a standard fire alarm system, activation of either the automatic fire detectors or the manual alarm-sending station shall cause a general alarm to be sounded, *except that smoke detectors in the dwelling units of dormitories, installed in accordance with Section 15-16-140, are not required to be connected to the standard fire alarm system nor are they required to sound a general alarm.*

SECTION 3. This ordinance shall take effect 30 days after its passage.

COMMITTEE ON ECONOMIC AND
CAPITAL DEVELOPMENT.

APPROVAL OF PROPERTY AT 2035 NORTH NARRAGANSETT
AVENUE AS CLASS 6(b) AND ELIGIBLE
FOR COOK COUNTY TAX
INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman William Banks (36th Ward) authorizing Class 6(b) tax incentives for the property located at 2035 North Narragansett Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

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

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

WHEREAS, STO-JO Joint Venture, an Illinois joint venture ("Owner"), is owner of the real estate commonly known as 2035 North Narragansett Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto (hereinafter referred to as the "Subject Property"); and

WHEREAS, Cloverhill Pastry Vend Corp., an Illinois corporation ("Cloverhill") has entered into an agreement with the Owner to purchase the Subject Property, intends to proceed with new construction of manufacturing or industrial facilities at the Subject Property in the expectation that the Subject Property will be eligible for Class 6(b) tax incentives; and

WHEREAS, The granting of a Class 6(b) tax incentive is necessary for the commencement and completion of the intended new construction and the intended operations of Cloverhill at the Subject Property; and

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

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

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are: 13-32-124-004, 13-32-124-005 and 13-32-124-006; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago hereby resolve that:

SECTION 1. The City of Chicago has determined that the incentive provided by the Class 6(b) tax incentive is both necessary and appropriate for the said development to occur on the Subject Property; and

SECTION 2. The City of Chicago, Illinois hereby supports and consents to the Class 6(b) classification of the Subject Property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Index Numbers: 13-32-124-004, 13-32-124-005 and 13-32-124-006; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall provide two certified copies of this resolution for delivery to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

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

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

Exhibit "A"

Parcel A:

That part of the southwest quarter of the southwest quarter of the northwest quarter of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows:

beginning at the intersection of a line that is 33.0 feet west of and parallel with the east line of the southwest quarter of the southwest quarter of the northwest quarter of Section 32, aforesaid, and the north line of a parcel of land 9.0 feet in width north of and adjoining the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's original 100 foot right-of-way between the west line of North Mobil Avenue and the east line of North Narragansett Avenue; thence westerly along the north line of said 9.0 foot wide parcel of land, a distance of 597.78 feet to a point on a line that is 33.0 feet east of and parallel with the west line of the northwest quarter of Section 32, as aforesaid; thence northerly along

said parallel line, a distance of 105.0 feet; thence easterly parallel with the north line of said 9.0 foot wide parcel of land, a distance of 82.67 feet; thence southerly at right angles to the last described course, a distance of 50.0 feet; thence easterly at right angles to the last described course, a distance of 204.75 feet; thence northerly at right angles to the last described course, a distance of 383.01 feet; thence easterly at right angles to the last described course, a distance of 168.08 feet; thence northerly at right angles to the last described course, a distance of 132.75 feet to a point on a line that is 33.0 feet south of and parallel with the north line of the southwest quarter of the southwest quarter of the northwest quarter of Section 32, as aforesaid; thence easterly along said parallel line, a distance of 140.0 feet to a point on a line that is 33.0 feet west of and parallel with the east line of the southwest quarter of the southwest quarter of the northwest quarter of Section 32, as aforesaid; thence southerly along said parallel line, a distance of 570.85 feet to the point of beginning, all in Cook County, Illinois.

Parcel B:

The southwest quarter of the southwest quarter of the northwest quarter of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, (excepting from said tract the south 50 feet thereof; and excepting from said tract the north 33.0 feet thereof; and excepting from said tract a parcel of land 9.0 feet in width north of and adjoining the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's original 100 foot right-of-way between the west line of North Mobil Avenue and the east line of North Narragansett Avenue, and excepting from said tract streets heretofore dedicated) also excepting from the above described property all that part described as follows:

beginning at the intersection of a line that is 33.0 feet west of and parallel with the east line of the southwest quarter of the southwest quarter of the northwest quarter of Section 32, aforesaid, and the north line of a parcel of land 9.0 feet in width north of and adjoining the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's original 100 foot right-of-way between the west line of North Mobil Avenue and the east line of North Narragansett Avenue; thence westerly along the north line of said 9.0 foot wide parcel of land, a distance of 597.78 feet to a point on a line that is 330.00 feet east of and parallel with the west line of the northwest quarter of Section 32, as aforesaid; thence northerly along said parallel line, a distance of 105.0 feet; thence easterly parallel with the north line of said 9.0 foot wide parcel of land, a distance of 82.67 feet; thence southerly at right angles to the last described course, a distance of 50.0 feet; thence easterly at right angles to the last described course, a distance of 204.75 feet; thence northerly at right angles to the last described course, a distance of 383.01 feet; thence easterly at right angles to the last described course, a distance of 168.08 feet; thence northerly at right angles to the

last described course, a distance of 132.75 feet to a point on a line that is 33.0 feet south of and parallel with the north line of the southwest quarter of the southwest quarter of the northwest quarter of Section 32, as aforesaid; thence easterly along said parallel line, a distance of 140.0 feet to a point on a line that is 33.0 feet west of and parallel with the east line of the southwest quarter of the southwest quarter of the northwest quarter of Section 32, as aforesaid; thence southerly along said parallel line, a distance of 570.85 feet to the point of beginning, all in Cook County, Illinois.

BOARD OF COMMISSIONERS OF COOK COUNTY REQUESTED
TO ENTER NO CASH BIDS ON BEHALF OF CITY FOR
ACQUISITION OF CERTAIN TAX DELINQUENT
PROPERTIES UNDER CHICAGO TAX
REACTIVATION PROGRAM.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance, transmitted with a communication signed by Mayor Richard M. Daley, authorizing the City of Chicago to request that the County of Cook enter No Cash Bids on the tax delinquent parcels listed below pursuant to the Tax Reactivation Program:

8150 -- 8158 South Dobson Avenue (project for Brookind Corporation United Parcel Service, Inc.); and

6400 South Woodlawn Avenue, 6430 -- 6432, 6442, 6448 -- 6450 and 6407 South Kimbark Avenue, 6400 and 6500 South Kenwood Avenue, and 1219 -- 1221 East 65th Street (project for the First Presbyterian Church of Chicago); and

2201 and 2217 North Pulaski Road (project for Greater Pulaski Development Corporation),

begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There exists within the City of Chicago blighted, vacant, dilapidated and tax delinquent properties which contribute to the decline of commercial areas within the City's neighborhoods; and

WHEREAS, These tax delinquent properties and the resultant blight contribute to the decline of neighborhoods and are harmful to the health, prosperity, economic stability and general welfare of the citizens of Chicago; and

WHEREAS, The Illinois Revenue Act provides that the County may enter No Cash Bids on tax delinquent properties on behalf of municipalities; and

WHEREAS, The City has created the Chicago Tax Reactivation Program to aid the private sector in acquiring tax delinquent properties for the purpose of, among other things, creating new industry and jobs for its residents; and

WHEREAS, The Department of Planning and Development has found the developers identified on Exhibit A attached hereto to be qualified to participate in the Program; and

WHEREAS, The City is interested in acquiring the parcels of property identified on Exhibit A for conveyance to the qualified developers in furtherance of the Program; now, therefore,

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

SECTION 1. The Board of Commissioners of Cook County is hereby requested to enter No Cash Bids on the Parcels identified on Exhibit A ("Parcels") and to assign its interest in the Parcels to the City of Chicago.

SECTION 2. The Commissioner of the Department of Planning and Development is authorized to provide the Board with all necessary and required information to assure the entering of the No Cash Bids and the assignment of the County's interest in the Parcels to the City.

SECTION 3. The Commissioner is further authorized to negotiate and execute a redevelopment agreement and all other documents which may be required or necessary to implement the intent and objectives of the Program with the developers listed on Exhibit A, subject to the approval of the Corporation Counsel.

SECTION 4. The Department of Planning and Development is directed to provide annual status reports on the parcels to the Cook County Department of Economic Development for a period of five years.

SECTION 5. The Corporation Counsel or his designee is authorized to take all necessary steps to obtain the tax deed for the Parcels. The City will be responsible for all costs and legal fees associated with the acquisition of the Parcels. The Corporation Counsel is further authorized to take whatever other legal action may be required pursuant to the County's No Cash Bid Program, including petitioning the Circuit Court to declare a sale in error in the event any Parcel should not have been offered for sale.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying the Parcels to the approved developers, subject to the approval of the Corporation Counsel.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

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

Exhibit "A".

Developer	Volume Number	Permanent Index Number	Address
Brookind Corporation United Parcel Service, Inc.	270	20-35-118-031	8150 --8158 South Dobson Avenue
First Presbyterian Church of Chicago	260	20-23-111-010	6400 South Woodlawn Avenue
	260	20-23-210-009	6430 -- 6432 South Kimbark Avenue
	260	20-23-210-012	6442 South Kimbark Avenue
	260	20-23-210-014	6448 -- 6450 South Kimbark Avenue
	260	20-23-210-015	6452 -- 6454 South Kimbark Avenue
	260	20-23-211-030	1219 -- 1221 East 65th Street
	260	20-23-212-002	6407 South Kimbark Avenue
	260	20-23-212-027	6400 South Kenwood Avenue
	260	20-23-212-039	6500 South Kenwood Avenue
Greater North- Pulaski Development Corporation	372	13-35-108-017	2217 North Pulaski Road
	372	13-35-108-027	2201 North Pulaski Road

COMMITTEE ON HOUSING AND REAL ESTATE.

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

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 3, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by The Honorable Richard M. Daley, Mayor, appointing Isaac "Sandy" Goldman as a member of the Board of Commissioners of the Chicago Housing Authority for a term ending January 8, 1995, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Isaac "Sandy" Goldman as a member of the Board of Commissioners of the Chicago Housing Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

APPOINTMENT OF REVEREND JAMES F. BUNDY,
MS. LOUISE AUGUSTA MC GINN AND
MR. HELMET GOTTFERT AS
MEMBERS OF NORTHWEST
HOME EQUITY
COMMISSION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 3, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by The Honorable Richard M. Daley, Mayor, appointing Reverend James F. Bundy, Helmet Gottfert and Louise Augusta McGinn as members of the Northwest Home Equity Commission for terms expiring June 28, 1996, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, the committee's recommendation was *Concurred In* and the said appointments of Mr. Helmet Gottfert, Ms. Louise Augusta McGinn and Reverend James F. Bundy as members of the Northwest Home Equity Commission were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

AMENDMENT OF ORDINANCE WHICH APPROVED
REPLACEMENT HOUSING PLAN FOR 3659
WEST DOUGLAS BOULEVARD.

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 Alderman Miller amending the replacement housing plan for 3659 West Douglas Boulevard, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On May 19, 1993 the City Council passed an ordinance approving a replacement housing plan for 3659 West Douglas Boulevard; and

WHEREAS, The City Council desires to amend said ordinance as provided herein; now, therefore,

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

SECTION 1. The language set forth in brackets is hereby deleted and the language in italics is hereby added, as follows:

[eighteen three-bedroom]

ten three-bedroom and eight four-bedroom

SECTION 2. This ordinance shall take effect immediately upon its passage.

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT 908 WEST 37TH PLACE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 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 accepting a bid proposal for City-owned property at 908 West 37th Place, 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 Medrano, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby accepts the bid of Raymond Yee, 3415 South Lowe Street, Chicago, Illinois 60616, to purchase for the sum of \$8,950.00, the City-owned vacant property, as advertised, described as follows:

Lot 17 in Block 11 in Gage and Others Subdivision of the east half of the southeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 908 West 37th Place, Permanent Tax No. 17-32-412-020)

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 \$895.00 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.

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, August 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 approving a bid for the conveyance of City-owned property 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.

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 Medrano, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, McGee Temple Independent Church of God in Christ, Inc., an Illinois not-for-profit corporation, 4946 South Vincennes Avenue, Chicago, Illinois has offered to purchase the Property from the City of Chicago for the purpose of providing a garden/recreational area in conjunction with the religious 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 McGee Temple Independent Church of God in Christ, Inc., 4946 South Vincennes Avenue, Chicago, Illinois 60615, 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 McGee Temple Independent Church of God in Christ, Inc., an Illinois not-for-profit corporation, 4946 South Vincennes Avenue, Chicago, Illinois 60615.

SECTION 3. The quitclaim deed conveying the Property to the purchaser 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 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 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 take effect upon its passage.

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

Exhibit "A".

Legal Description.

The south 25 feet of Lot 10 in Block 1 in T.G. Dickson and Company's Subdivision of part of the north half of the south half of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, lying west of Vincennes Avenue in Cook County, Illinois

(commonly known as 4948 South Vincennes Avenue, Chicago, Illinois, Permanent Index No. 20-10-216-040).

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, August 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 Buildings authorizing the transfer of property pursuant to 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government 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 to 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: 753 East 40th Street.

Participant: Theodore Henderson.

Purpose: Rehabilitation.

Permanent Index Number: 20-03-211-022.

Legal Description.

The west 25 feet of the east 45 feet of Lot 6 in Block 5 in Cleaverville Addition, being a subdivision of part of the north half of the northeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR SALE OF PARCEL R-1 IN WOODLAWN
REDEVELOPMENT AREA TO RENAISSANCE/HEMPHILL
JOINT VENTURE FOR CONSTRUCTION
OF SINGLE-FAMILY DETACHED
HOUSING.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 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 Planning and Development approving the sale of Parcel R-1 in the Woodlawn Redevelopment Area to the Renaissance/Hemphill Joint Venture, 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 Medrano, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission, hereinafter referred to as the "Commission"; and

WHEREAS, The Commission designated the Woodlawn Redevelopment Area and approved a plan for its redevelopment by a resolution passed August 25, 1992; and

WHEREAS, The City Council of the City of Chicago (the "City Council"), approved the designation report and redevelopment plan for the Woodlawn Redevelopment Area (the "Project Area") on October 13, 1992; and

WHEREAS, On June 30, 1993, the Commission has recommended the sale of twelve (12) parcels, collectively known as Parcel R-1 (the "Property"), in the Woodlawn Redevelopment Area to Renaissance/Hemphill Joint Venture ("Developer") by Resolution No. 93-CDC-29; and

WHEREAS, The Developer proposes to construct twenty-eight (28) single-family detached houses on Parcel R-1; and

WHEREAS, The proposed use is in accordance with the Woodlawn Redevelopment Plan; and

WHEREAS, The City Council has considered said 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 the furtherance of the Redevelopment Plan in 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 of the twelve (12) parcels collectively known as Parcel R-1 and as listed below to Renaissance/Hemphill Joint Venture is hereby approved for \$14,644:

Address	Permanent Index Number
6154 South Ellis Avenue	20-14-309-015
6156 South Ellis Avenue	20-14-309-016
6143 -- 6145 South Ellis Avenue	20-14-310-009
6151 South Ellis Avenue	20-14-310-012
6153 South Ellis Avenue	20-14-310-013
6157 -- 6159 South Ellis Avenue	20-14-310-014
1006 -- 1008 East 62nd Street	
1012 East 62nd Street	20-14-310-015

Address	Permanent Index Number
6101--6108 South Greenwood Avenue	20-14-310-018
6110 -- 6112 South Greenwood Avenue	20-14-310-019
6116 -- 6118 South Greenwood Avenue	20-14-310-020
6146 -- 6148 South Greenwood Avenue	20-14-310-026
6152 -- 6154 South Greenwood Avenue	20-14-310-027

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 construct twenty-eight (28) single-family detached houses in accordance with the site plan and construction drawings to be provided at the time of the execution of the redevelopment agreement and such development shall be in accordance with the Woodlawn Redevelopment Plan.
- 3) The construction of the improvement shall be commenced within ninety (90) days after the delivery of the deed and except as provided in the redevelopment agreement shall be completed within eighteen (18) months after such date.
- 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 a redevelopment agreement as provided herein.

SECTION 4. This ordinance shall be effective upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED SALE
OF CITY-OWNED VACANT PROPERTY IN VICINITY OF
EAST 67TH STREET AND SOUTH STONY ISLAND
AVENUE TO FIRST NATIONAL BANK
OF CHICAGO.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 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 amending the ordinance authorizing the sale of City-owned vacant property in the vicinity of East 67th Street and South Stony Island Avenue to First National Bank of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On May 19, 1993 the City Council passed an ordinance authorizing the sale of City-owned vacant properties in the vicinity of East 67th Street and South Stony Island Avenue to First National Bank of Chicago; and

WHEREAS, The City Council desires to amend said ordinance as provided herein; now, therefore,

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

SECTION 1. The language in brackets within the legal description for 1521 -- 1523 East 66th Place is deleted as follows:

[Lot 6 in Block 1].

The language in italics is added as follows:

The east 25 feet of Lot 5 and the west 27 feet of Lot 6 in Block 1.

SECTION 2. The language in brackets within the legal description for 1545 East 66th Place is deleted as follows:

[Lot 12 in Block 12].

The language in italics is added as follows:

The east 30 feet of Lot 12 in Block 1.

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

AUTHORIZATION TO INITIATE QUICK-TAKE CONDEMNATION
PROCEEDINGS FOR PROPERTIES AT 638, 640 AND 644
WEST 43RD STREET FOR CHICAGO CANARYVILLE
BRANCH PUBLIC LIBRARY SITE.

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 Alderman Patrick M. Huels authorizing the acquisition of properties for the public purpose of developing the Canaryville Branch Library at the following locations:

638 West 43rd Street;

640 West 43rd Street; and

644 West 43rd 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 Medrano, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance passed July 29, 1992 (Council Journal of Proceedings at pages 19969 -- 19972) the City Council of the City of Chicago authorized the Corporation Counsel to acquire title to certain properties commonly known as 638, 640 and 644 West 43rd Street, Parcels 1, 2 and 3 (collectively the "Property") on behalf of the City of Chicago under the City's right of eminent domain for the Canaryville Library Site; and

WHEREAS, The General Assembly, pursuant to the Illinois Code of Civil Procedure (735 ILCS 5/7-103) has authorized the use of quick-take eminent domain proceedings "by a home rule municipality, after a public hearing held by the corporate authorities or by a committee of the corporate authorities and after approval by a majority of the corporate authorities, within an area designated as an enterprise zone by the municipality under the Illinois Enterprise Zone Act"; and

WHEREAS, The subject properties fall within the area designated pursuant to the Illinois Enterprise Zone Act as Enterprise Zone 2; and

WHEREAS, It is necessary for the City to acquire title to Parcels 1, 2 and 3 within Enterprise Zone 2 in order to develop the Canaryville Library Site; and

WHEREAS, The City has been unable to acquire Parcels 1, 2 and 3 through negotiations and is filing eminent domain proceedings to acquire said parcels; now, therefore,

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

SECTION 1. The City Council hereby determines that acquisition of Parcels 1, 2 and 3 in accordance with the schedule adopted herein is

necessary and required for the public purpose of developing the Canaryville Branch Library Site.

SECTION 2. A schedule for the development of the Property is hereby adopted as follows:

June 30, 1993	Construction contract with Porta-Structures Industry to be executed pursuant to an agreement with the Illinois State Library.
September 30, 1993	State's share (\$300,000) of joint State/City grant of \$700,000 to be expended for furniture and book collection pursuant to a federal grant agreement.
November 30, 1993	Manufacture of prefabricated structure (taking approximately 90 days to complete) to be completed.

SECTION 3. It is further determined that it is necessary to acquire Parcels 1, 2 and 3 by quick-take condemnation proceedings in order to comply with the above schedule as adopted herein by the City Council for the construction of the Canaryville Branch Library.

SECTION 4. The Corporation Counsel is hereby authorized pursuant to the quick-take statute to proceed to immediately acquire fee simple title to the Property.

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

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT AT
24 EAST CONGRESS PARKWAY FOR DEPARTMENT
OF GENERAL SERVICES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 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 the renewal of a lease at 24 East Congress Parkway for the Department of General Services (Lease No. 14064), 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 Medrano, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of a lease from Wabash Congress Ltd., an Illinois limited partnership, for approximately 6,189 square feet of office space on the 1st floor, 12,500 square feet of office space on the 2nd floor and 62,500 square feet of office space located on the 3rd through 7th floors for a total of approximately 81,189 square feet of office

space. In addition approximately 4,000 square feet of basement storage located at 24 East Congress Parkway, for use by the Department of General Services, 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 attached to this ordinance
printed on page 36687 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 Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Real Estate 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: Wabash Congress, Ltd., Attention: Deborah Sharp, Sharp Management, 2210 Wilshire Boulevard, Suite 606, Santa Monica, California 90403-5784 and to Richard G. Schoenstadt, c/o Siegel, Moses, Schoenstadt & Webster, 10 East Huron Street, Chicago, Illinois 60611.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Hundred Thirteen Thousand and no/100 Dollars (\$113,000.00) per month for the period beginning on the 1st day of January, 1993 and ending on the 31st day of December, 1993.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Wabash Congress, Ltd., Attention: Deborah Sharp, Sharp Management, 2210 Wilshire Boulevard, Suite 606, Santa Monica, California 90403-5784.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat daily from 8:00 A.M. to 6:00 P.M. (Saturdays, 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever heat shall be necessary for comfortable occupancy of the demised premises.

Provide and pay for air conditioning daily from 8:00 A.M. to 6:00 P.M. (Saturdays, 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for window washing of all windows in the demised premises, both inside and outside, on a reasonable basis.

Provide and pay for automatic elevator service at all times.

Provide and pay for exterminator service whenever necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut demised premises.

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 a certificate of insurance for said insurance prior to lease execution, 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 annual renewal date. Should any of the above described policies be canceled 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.

Provide and pay for custodial service as follows:

Service to be provided nightly, five (5) nights per week, Monday through Friday, excluding union holidays.

Nightly.

Empty and damp wipe all ashtrays.

Empty and dust wipe all waste receptacles.

Place waste in bags furnished by the Lessor and leave in a designated area.

Empty, clean and refill smoking urns as needed.

Sweep with treated cloths all composition tile flooring.

Police stairways.

Wash clean all water fountains and coolers, emptying waste water as necessary.

Clean lavatories as follows:

Wash and dry all bowls, seats, urinals, washbasins and mirrors.

Wash and dry all metal work.

Empty paper towel and sanitary napkin disposal receptacles and remove to designated areas.

Insert toilet tissue, toweling and soap dispensers, material to be furnished by Lessor.

Sweep and wash floors.

Dust all sills, partitions and ledges.

Damp wipe interior of waste cans and dispensing units.

Wash interior of waste cans, and sanitary disposal containers in lavatories.

Weekly:

Wash booth partitions in lavatories.

Sweep and dust stairways.

Sweep all flooring in the mechanical, storage and disposal equipment rooms.

Twice weekly (Tuesday and Thursday).

Dust all areas within hand-high reach; this includes window sills, wall ledges, chairs, desks, tables, baseboards, file cabinets, radiators, pictures and all manner of office furniture.

Three times weekly (Monday, Wednesday and Friday).

Vacuum all carpeted areas.

Scrub all rest room floors.

Monthly.

Wash tile walls in lavatories.

Wash all stairways.

Quarterly.

Wash and wax all composition tile flooring.

High dust all walls, ledges, pictures, anemostats and registers not reached in normal nightly cleaning.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Have the right to repair any minor non-structural damages or repairs to the demised premises caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the demised premises upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide smoke and fire alarms and sprinkler system.

Shall provide at no rental cost to Lessee, the entire vacant lot immediately north of demised premises for use as an off-street parking facility only for Lessee's employees, invitees and their respective agents.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for lights and outlets.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Have the option to place another City agency in the leased premises after giving Lessor thirty (30) days prior written notice. Lessee shall pay rent for the entire Leased Premises until such time as the replacement City agency takes occupancy of the leased premises, at which time the rent obligation shall become that of the replacement City agency. Further, any replacement City agency shall be similar to Lessee in number of employees and use of the leased premises.

Additional clauses to be included in lease:

- R-1 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 or

such mortgage or mortgages as shall be requested by Lessor. Lessor shall use his best efforts to secure from holder of any mortgage or the Lessor of any underlying lease a Non-disturbance and Attornment.

- R-2 In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and is diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-3 Use of Premises. Lessee shall use and occupy the premises for general office purposes and for no other use or purpose.
- R-4 Condition and Care of Premises. Lessee's taking possession shall be conclusive evidence against Lessee that the portion of the premises where possession was taken was then in good order and satisfactory condition. No promises except as provided herein of the Lessor to alter, remodel, improve, repair, decorate or clean the premises or any part thereof have been made, and no representation respecting the condition of the premises, the building or the land, in and on which the premises are located, has been made to Lessee by or on behalf of Lessor except to the extent expressly set forth herein this lease. This lease does not grant any rights to light or air over or about the property of Lessor. Except for any damage resulting solely from the act of Lessor, and subject to the provisions of Paragraph R-7 hereof, Lessee shall, at its own expense, keep the premises in good repair and tenantable condition and shall promptly and adequately repair all damage to the premises caused by Lessee or any of its employees, agents or invitees, including replacing or repairing all damaged or broken glass, fixtures and appurtenances resulting from any such damage, under the supervision and with the approval of Lessor and within any reasonable period of time specified by Lessor. If Lessee does not do so promptly and adequately, Lessor may, but need not, make such repairs and replacements and Lessee shall immediately pay Lessor the cost thereof as additional rent.

- R-5 Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in Paragraph R-6 hereof and agrees, for itself, its employees, agents, clients, customers, invitees, licensees and guests, to comply with the rules and regulations as shall be adopted by Lessor pursuant to Paragraph R-6 of this lease.
- R-6 Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for setoff or abatement or rent or affecting any of Lessee's obligations under this lease:
- A. To install and maintain signs on the exterior and interior of the building.
 - B. To prescribe the location and style of the suite number and identification sign or lettering for the premises occupied by the Lessee.
 - C. To retain at all times, and to use as provided in this lease, pass keys to the premises.
 - D. To grant to anyone the right to conduct any business or render any service in the building, whether or not it is the same as or similar to the use expressly permitted to Lessee by Paragraph R-3.
 - E. To exhibit the premises at reasonable hours during the term; however, said right to exhibit the premises shall only be during the last nine (9) months of the term in connection with prospective tenants, and to decorate, remodel, repair, alter or otherwise prepare the premises for reoccupancy at any time after Lessee vacates or abandons the premises.
 - F. To have access for Lessor and other Lessees of the building to all mail chutes according to the rules of the United States Post Office.
 - G. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.
 - H. To require all persons entering or leaving the building, during such hours as Lessor may from time to time reasonably determine, to identify themselves to watchmen

by registration or otherwise, and to establish their right to enter or leave the building. Lessor shall not be liable in damage for any error with respect to admission to or eviction or exclusion from the building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Lessor reserves the right to limit or prevent access to the building during the continuance of the same, shut down elevator service, activate elevator emergency controls, or otherwise take such action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.

- I. To control and prevent access to common areas and other non-general public areas of the building.
- J. To decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the building or any part thereof, and any adjacent building, land, street or alley, including for the purpose of connection with or entrance into or use of the building in conjunction with any adjoining or adjacent building or buildings, now existing or hereafter constructed, and may for that purpose erect scaffolding and other structures reasonably required by the character of the work to be performed, and in the event of repairs, may enter upon the premises only after thirty (30) days prior notice to Lessee in the event of a non-emergency and no notice if any emergency, and take into and upon or through any part of the building, including the premises, all materials that may be required to make such repairs, and in that connection Lessor may temporarily close public entry ways, other public spaces, stairways or corridors and interrupt or temporarily suspend any services or facilities agreed to be furnished by Lessor, all without the same constituting an eviction of Lessee in whole or in part and without abatement of rent by reason of loss or interruption of the business of Lessee or otherwise and without in any manner rendering Lessor liable for damages or relieving Lessee from performance of Lessee's obligation under this lease; provided, however, that reasonable access to the premises shall be maintained and the business of Lessee shall not be interfered with unreasonably.
- K. From time to time to make and adopt such reasonable rules and regulations for the protection and welfare of the building and its Lessees and occupants, as the Lessor may determine, and the Lessee agrees to abide by all such rules and

regulations, if not deemed unreasonable for the operation of their business.

- R-7 **Untenantability.** If any such damage renders all or a substantial portion (herein defined as more than twenty-five percent (25%)) of the premises or the building untenable, the Lessor may elect (A) to terminate this lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date; or (B) to repair, restore or rehabilitate the building or the premises at the Lessor's expense within one hundred eighty (180) days after the Lessor is able to take possession of the injured premises and undertake reconstruction or repairs, in which latter event the lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable. If the Lessor elects so to repair, restore or rehabilitate the building or the premises and does not substantially complete the work within said one hundred eighty (180) day period, either party can terminate this lease as of the date of the fire or casualty by notice to the other party not later than one hundred ninety (190) days after the Lessor is able to take possession of the injured premises and undertake reconstruction or repairs. In the event of termination of the lease pursuant to this Paragraph R-7, rent shall be apportioned on per diem basis and be paid to the date of the fire or casualty. Notwithstanding the provisions of this Paragraph R-7, in the event any such damage renders the premises untenable and if the lease shall not be cancelled and terminated by reason of such damage, then the rent shall abate during the period beginning with the date of such damage and ending with the date when the premises are again rendered tenantable. Such abatement shall be in an amount bearing the same ratio in the total amount of rent for such period as the untenable portion of the premises from time to time bears to the entire premises.
- R-8 **Eminent Domain.** If the building, or any part thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this lease shall end upon and not before the date when the possession of the part so taken shall be required for such purpose, and without apportionment of the award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the building or the land, or if the grade of any street or alley adjacent to the building is changed by any competent authority, and such taking, damage or change of grade makes it necessary to make structural changes to the building to conform to the taking, damage or changed grade, Lessor shall have the right to cancel this lease upon not less than one hundred fifty (150) days notice prior to the date of cancellation designated in the notice. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of

termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation and the Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade, the Lessee being deemed hereby to have assigned to Lessor any right it would have in such award or judgment.

- R-9 Estoppel Certificate. The Lessee agrees that from time to time upon not less than ten (10) days prior request by Lessor, the Lessee will deliver to Lessor a statement in writing certifying (A) that this lease is unmodified and in full force and effect (or if there have been modifications, that the lease as modified is in full force and effect and identifying the modifications); (B) the dates to which the rent and other charges have been paid; (C) that the Lessor is not in default under any provisions of this lease, or, if in default, the nature thereof in detail; (D) that Lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (E) that there has been no prepayment of rent other than that provided for in the lease; and (F) that there are no actions, whether voluntary or otherwise, pending against Lessee under the bankruptcy laws of the United States or any state thereof.
- R-10 Assignment of Sale by Lessor. In the event Lessor shall assign this lease and/or sell or convey the building, or its interest in the building, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this lease. This lease shall not be affected by such assignment or sale, and Lessee agrees to attorn to the Purchaser or Assignee.
- R-11 Miscellaneous.
- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
- B. All of the agreements of Lessor and Lessee with respect to the premises are contained in this lease; and no modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor and Lessee unless in writing signed by Lessor and Lessee and approved by the City Council of the City of Chicago.

- C. Submission of this instrument for examination shall not constitute a reservation or option for the premises or in any manner bind Lessor and no lease or obligation on Lessor shall arise until this instrument is signed and delivered by Lessor and Lessee and no obligation of Lessee shall arise until this instrument is approved by the City Council of the City of Chicago.
- D. The word "Lessee" whenever used herein shall be construed to mean Lessee, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one Lessee; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.
- E. Clauses, plats, and riders, if any, signed by Lessor and Lessee and endorsed on or affixed to this lease are a part hereof and in the event of variation or discrepancy, the duplicate original hereof, including such clauses, plats and riders, if any, held by Lessor shall control.
- F. The Lessor's title is and always shall be paramount to the title of Lessee, and nothing in this lease contained shall empower Lessee to do any act which can, shall or may encumber the title of Lessor.
- G. Time is of the essence of this lease and of each and all provisions hereof.
- H. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.
- I. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

R-12 Lessor. The term "Lessor" as used in this lease means only the owner or owners at the time being of the building of which said premises form a part and the land on which the building is situated, so that in the event of any sale or sales, once or successively, of said land and building, said Lessor named herein shall be and hereby is entirely freed and relieved of all covenants and future obligations of

Lessor hereunder; provided, however, that any and all sales of the building shall be made expressly subject to this lease and the rights of the Lessee hereunder.

- R-13 Title and Covenant Against Liens. The Lessor's title is and always shall be paramount to the title of the Lessee and nothing contained in this lease shall empower the Lessee to do any act which can, shall or anyway encumber the title of the Lessor. Lessee covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the real property, the building, or the premises or against the Lessee's leasehold interest in the premises and, in case of any such lien attaching, to immediately pay and remove same. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon the real property, building or premises, and any and all liens and encumbrances created by Lessee shall attach only to the Lessee's interest in the premises. If any such liens are so attached and Lessee fails to pay and remove same within sixty (60) days after written notice, Lessor, at its election, may pay and satisfy the same and in such event the sums so paid by Lessor, with interest at an annual rate of twelve percent (12%) from the date of payment, unless a lesser rate shall be the maximum rate permitted by law with respect thereto, shall be deemed to be additional rent due and payable by Lessee at once without notice or demand. Notwithstanding the foregoing, Lessee has the right to contest any lien so long as any contest of a lien stays any foreclosure of lien and does not result in a default of underlying mortgage.
- R-14 No member of the Department of General Services, or other City Board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, 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 Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.
- R-15 Lessor 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.

Lease Agreement For 24 East Congress Boulevard.

LEASE Form LESSE No. 14064 Form C O No. 19 City of Chicago

This Agreement, Made this _____ day of _____ A. D. 19 _____ between Mabash Congress Ltd., An Illinois Ltd. Partnership

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 6,189 square feet of office space on the 1st floor, 12,500 square feet of office space on the 2nd floor and 62,500 square feet of office space located on the 3rd floor thru 7th floor for a total of approximately 81,189 square feet of office space. In addition approximately 4,000 square feet of basement storage. All of the aforesaid space located at 24 East Congress Blvd. for use by the City of Chicago/Department of General Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1993, and ending on the 31st day of December A. D. 1993. Lessee has the right to terminate this lease upon hundred eighty (180) days prior written notice.

For Notification Provisions See Rider Attached Hereto and Made a Part Hereof.
Provisions See Rider Attached Hereto and Made a Part Hereof.
payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessee during the entire term of this lease shall keep in a condition of thorough repair and good order at LESSOR'S expense and shall 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.

the building in which is located the
For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made a
Part Hereof.

and if approved in advance by Lessor.

Lessee shall not assign this lease or sublet said premises or any part thereof without the prior 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, less 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, in its reasonable discretion.

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, unless the removal thereof will cause damage to the premises in which such additions or improvements shall remain upon the premises. If said premises shall be destroyed by fire or other casualty, this lease shall be terminated, and if Lessee shall be charged with rent only to the date of such fire or other casualty, and if Lessee shall be charged with rent only to the date of such fire or other casualty, and if Lessee shall be charged with rent only to the date of such fire or other casualty.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
Assistant Corporation Commr.
Asset Manager, _____
Real Estate Div.

By: _____
Mabash Congress Ltd., An Illinois Partnership

By: _____
Commissioner of General Services

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 4150 WEST 55TH STREET FOR DEPARTMENT
OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 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 the renewal of a lease at 4150 West 55th Street for the Department of Health (Lease No. 10035), 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 Medrano, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of lease from James L. Waner, sole beneficiary under Garfield Ridge Trust and Savings Bank, Trust No. 88-6-2, dated June 1, 1988 and general partner of 4150 Partnership, as Lessor, for approximately 16,070 square feet of ground floor office space and approximately 16,500 square feet of paved parking space located at 4150 West 55th Street for use by the Department of Health, as Lessee, such lease to be approved by the Commissioner of Health 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 36695 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 402, 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: Mr. James L. Waner, Waner Enterprises, Inc., 12829 South Harlem Avenue, Palos Heights, Illinois 60463.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Eighteen Thousand Seven Hundred Forty-eight and 33/100 Dollars (\$18,748.33) per month for the period beginning on the 1st day of May, 1993 and ending on the 30th day of April, 1995;

Nineteen Thousand Six Hundred Eighty-five and 75/100 Dollars (\$19,685.75) per month for the period beginning on the 1st day of May, 1995 and ending on the 30th day of April, 1996;

Twenty Thousand Six Hundred Twelve and 40/100 Dollars (\$20,612.40) per month for the period beginning on the 1st day of May, 1996 and ending on the 30th day of April, 1997;

Twenty One Thousand Seven Hundred Seven and 89/100 Dollars (\$21,707.89) per month for the period beginning on the 1st day of May, 1997 and ending on the 30th day of April, 1998.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Waner Enterprises, Inc., 12829 South Harlem Avenue, Palos Heights, Illinois 60463.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following construction and renovations within six (6) months from execution of lease:

Replace entire roof.

Replace all broken or water stained ceiling tiles.

Repaint entire interior of premises.

Provide and pay for heat for comfortable occupancy of demised premises; maintain plant and equipment in good operable condition.

Provide and pay for hot water and maintain plumbing in good operable condition.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide and pay for central air conditioning unit for comfortable occupancy of demised premises; maintain plant and equipment in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical premises.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$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 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.

Make premises handicapped accessible including washroom facilities.

Provide and pay for scavenger service.

Provide and pay for exterminator service when necessary.

Lessee under this lease shall:

Pay for electricity as metered within demised premises including electricity for lights, outlets, and air conditioning.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs, or sweeping of any kind.

Replace any broken plate glass on the first floor of said premises during term of lease not caused by negligence of Lessor.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns, so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

R-1 **Assignment and Subletting:** It is mutually agreed and understood by and between the parties herein that if Lessee vacates any portion of demised premises a replacement City agency or one of the City of Chicago sub-contractors can occupy vacated space for same terms and conditions as specified in said lease.

Lessee shall not allow or permit any transfer of this lease, or any interest hereunder, by operation of law, or convey mortgage, pledge, or encumber this lease or any interest herein.

R-2 **Use of Premises:** Lessee shall use and occupy the demised premises for a mental health clinic and primary care clinic only and for no other use or purpose.

R-3 **In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove or correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20)**

days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

- R-4 Lessor has heretofore and may hereafter from time to time execute and deliver mortgages or trust deeds in the nature of a mortgage, both referred to herein as "mortgages" against the premises, or any interest therein. If requested by the mortgagee or trustee under any mortgage, Lessee will either subordinate its interest in this lease to said mortgages and to any and all advances made thereunder and to the interest therein, and to all renewals, replacements, modifications and extensions thereof or make Lessee's interest in this lease inferior thereto. Lessee will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee or trustee under any mortgage, provided, however, that any such subordination shall provide that so long as Lessee is not in default hereunder, its tenancy shall not be disturbed.

It is further agreed that (a) if any mortgage shall be foreclosed (i) the liability of the mortgagee or trustee thereunder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Lessor under this lease shall exist only so long as such trustee, mortgagee, purchaser, or owner is the owner of the premises and such liability shall not continue or survive after further transfer of ownership; and (ii) upon request of the mortgagee or trustee, Lessee will attorn, as Lessee under this lease, to the purchaser at any foreclosure sale under any mortgage and Lessee will execute such instruments as may be necessary or appropriate to evidence such attornment, and (b) this lease may not be modified or amended so as to reduce the rent or shorten the term provided hereunder, or so as to adversely affect in any other respect to any material extent the rights of the Lessor. Nor shall this lease be canceled or surrendered without the prior written consent in each instance of the mortgagee or trustee under any mortgage, except that Lessee may exercise its rights of cancellation as herein provided without notice. It is understood that the Lessee's tenancy shall not be disturbed so long as Lessee is not in default under this Lease.

No member of the Department of Health, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, 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 Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 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.

**AUTHORIZATION FOR EXECUTION OF LEASE
AGREEMENT AT 831 WEST 119TH STREET
FOR DEPARTMENT OF
HUMAN SERVICES.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 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 the renewal of a lease at 831 West 119th Street for the Department of Human Services (Lease No. 11031), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 36696)

Lease Agreement For 4150 West 55th Street.

LEASE-Short Form Lease No. 10035 City of Chicago

This Agreement, Made this _____ Day of _____

A. D. 19 _____ between James L. Wamer, Sole Beneficiary under Garfield Ridge Trust and Savings Bank, Trust No. 88-6-2, dated June 1, 1988 and General Partner of 4150 Partnership, 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: for the entire building which consists of approximately 16,070 square feet of ground floor office space and 16,500 square feet of paved parking space located at 4150 West 55th Street for use by the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 1993, and ending on the 30th day of April A. D. 1998. Lessee has the right to terminate this lease. Upon thirty (30) 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 James Wamer, Wamer Enterprises, Inc., 12829 South Harlem Ave., Palos Heights, IL 60453. To issue in writing may appear for Lessor to Lessee Notification Provisions See Rider Attached and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto And Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order all Lessor's own equipment, and demised premises and appurtenances, including catch basins, yards 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, less 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 used 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 of any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease. If Lessee elects to remove them such removal shall be done without damage to other parts of the premises. In case said premises shall be rendered uninhabitable 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 in form and locality, except as to property description and execution.

Approved: _____ Assistant Corporation Counsel. Asset Manager, _____ Real Estate Agent. By: _____ Commissioner of General Services

Approved: _____ Commissioner, Department of Health

By: James L. Wamer, Sole Beneficiary under Garfield Ridge Trust and Savings Bank, Trust No. 88-6-2, dated June 1, 1988 and General Partner of 4150 Partnership.

By: _____ Garfield Ridge Trust and Savings Bank, Trust No. 88-6-2, dated June 1, 1988

(Continued from page 36694)

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 Medrano, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago a lease from American Asset Management Services Corp., agent for beneficiaries of Maywood Proviso State Bank Trust, Trust No. 3575, dated March 27, 1975, as Lessor, for approximately 7,000 square feet of ground floor office space and also parking space immediately in front of said premises located at 831 West 119th Street for use by the Department of Human Services, as Lessee, such lease to be approved by the Commissioner of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed
on page 36704 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 Real Estate 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: Gary D. Goodman, Goodman Realty Group, 2835 North Sheffield Avenue, Chicago, Illinois 60657 and American Asset Management Services Corp., 4433 West Touhy Avenue, Lincolnwood, Illinois 60646.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Five Thousand Three Hundred Ninety-five and 83/100 Dollars (\$5,395.83) per month for the period beginning on the 1st day of July, 1993 or additional rental shall commence on date of occupation of remodeled space; with said monthly rental being prorated on a per diem basis if the initial changes of use do not commence on the 1st day of the month and ending on the 30th day of June, 1994;

Five Thousand Six Hundred Sixty-four and 17/100 Dollars (\$5,664.17) per month for the period beginning on the 1st day of July, 1994 and ending on the 30th day of June, 1995;

Five Thousand Nine Hundred Fifty and no/100 Dollars (\$5,950.00) per month for the period beginning on the 1st day of July, 1995 and ending on the 30th day of June, 1996;

Six Thousand One Hundred Eighty-nine and 17/100 Dollars (\$6,189.17) per month for the period beginning on the 1st day of July, 1996 and ending on the 30th day of June, 1997;

Six Thousand Four Hundred Thirty-four and 17/100 Dollars (\$6,434.17) per month for the period beginning on the 1st day of July, 1997 and ending on the 30th day of June, 1998.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to American Asset Management Services Corp., 4433 West Touhy Avenue, Lincolnwood, Illinois 60646.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Build out space as described in Exhibit "A".

Provide and pay for heat for comfortable occupancy of demised premises, maintain plant and equipment in good operable condition.

Provide and pay for hot water and maintain plumbing in good operable condition.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide for central air conditioning unit for comfortable occupancy of demised premises; maintain plant and equipment in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of

the physical plant. This excludes repairs that are damaged by the acts of Lessee's employees, agents or invitees.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance for said insurance prior to lease execution, 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 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.

Make premises handicapped accessible including washroom facilities.

Provide and pay for scavenger service.

Provide and pay for exterminator service when necessary.

Lessee under this lease shall:

Pay for electrical usage, including air conditioning.

Pay for air conditioning by proportion of usage based on hours requested by Lessee and square feet of demised space that is air conditioned. Documentation of hours will be kept by Lessor's chief engineer and responsible party assigned by Lessee. (any dispute in energy billing would be resolved by a third party approved by Lessee and Lessor).

Provide and pay for nightly custodial services which shall be Construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Replace any broken plate glass on the first floor of said premises during term of lease not caused by negligence of Lessor.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from, or through Lessor, its successors or assigns, so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

R-1 **Assignment and Subletting:** It is mutually agreed and understood by and between the parties herein that if Lessee vacates any portion of demised premises a replacement City agency can occupy vacated space for same terms and conditions as specified in said lease. Lessor reserves the right of approval of any change in program activity due to assignment or subletting in reference to any City of Chicago long term live in shelter.

Lessee shall not allow or permit any transfer of this lease, or any interest hereunder, by operation of law, or convey mortgage, pledge, or encumber this lease or any interest herein.

R-2 **Use of Premises:** Lessee shall use and occupy the demised premises for a City of Chicago agency and for no other use or purpose.

In the event of substantial breach of any other covenants, terms and conditions contained herein to be performed by the Lessor, and the breach continues twenty (20) days after Lessee has notified the Lessor by written notice of such breach unless in the case of such breach which cannot be rendered within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such breach, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor or any right created thereby.

R-3 Lessor has heretofore and may hereafter from time to time execute and deliver mortgages or trust deeds in the nature of a mortgage, both referred to herein as "Mortgages" against the premises, or any interest therein. If requested by the mortgagee or trustee under any mortgage, Lessee will either subordinate its interest in this lease to said mortgages and to any and all advances made thereunder and to the interest therein, and to all renewals, replacements, modifications and extensions thereof or make Lessee's interest in this lease inferior thereto. Lessee will promptly execute and deliver such agreement or

agreements as may be reasonably required by such mortgagee or trustee under any mortgage, provided, however, that any such subordination shall provide that so long as Lessee is not in default hereunder, its tenancy shall not be disturbed.

It is further agreed that (a) if any mortgage shall be foreclosed (i) the liability of the mortgagee or trustee thereunder or purchaser at such foreclosure sale of the liability of a subsequent owner designated as Lessor under this lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the premises and such liability shall not continue or survive after further transfer of ownership; and (ii) upon request of the mortgagee or trustee, Lessee will attorn, as Lessee under this lease, to the purchaser at any foreclosure sale under any mortgage and Lessee will execute such instruments as may be necessary or appropriate to evidence such attornment, and (b) this lease may not be modified or amended so as to reduce the rent or shorten the term provided hereunder, or so as to adversely affect in any other respect to any material extent the rights of the Lessor. Nor shall this lease be cancelled or surrendered without the prior written consent, in each instance of the mortgagee or trustee under any mortgage, except that Lessee may exercise its rights of cancellation as herein provided without notice. It is understood that the Lessee's tenancy shall not be disturbed so long as Lessee is not in default under this lease.

- R-4 Federal Funds: It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available from the federal government. As a result, if Lessee defaults in the payment of any sums required to be paid under this lease the sole remedy of Lessor shall be for possession of the demised premises sixty (60) days from written notice from Lessor.
- R-5 Lessor reserves the right of its architect's approval of style and type of signs of any type on exterior windows or walls of building. Signs must be flush with building exterior and may be placed only on Lessee's exclusive doorways or on approved building directory. At Lessee's option signage may be illuminated.
- R-6 Lessor retains the right to any and all remedies permitted by law if the Lessee defaults in the payment of rent or performance of other obligations as enumerated in this lease, except for loss of federal funds as specified by Section R-4.
- R-7 In the event the Lessee should fail to perform its obligations for repairs or janitorial services as agreed in this lease after Lessor gives Lessee ten (10) days written notice, the Lessor reserves the right to charge for services performed and add the cost and expense thereof to the rental herein due under this lease.

No member of the Department of Human Services, or other City board, commission or agency, official or employee of the City shall have any personal interest, direct or indirect, in Lessor, 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 Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor 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.

Exhibit "A" attached to this Rider reads as follows

Exhibit "A".

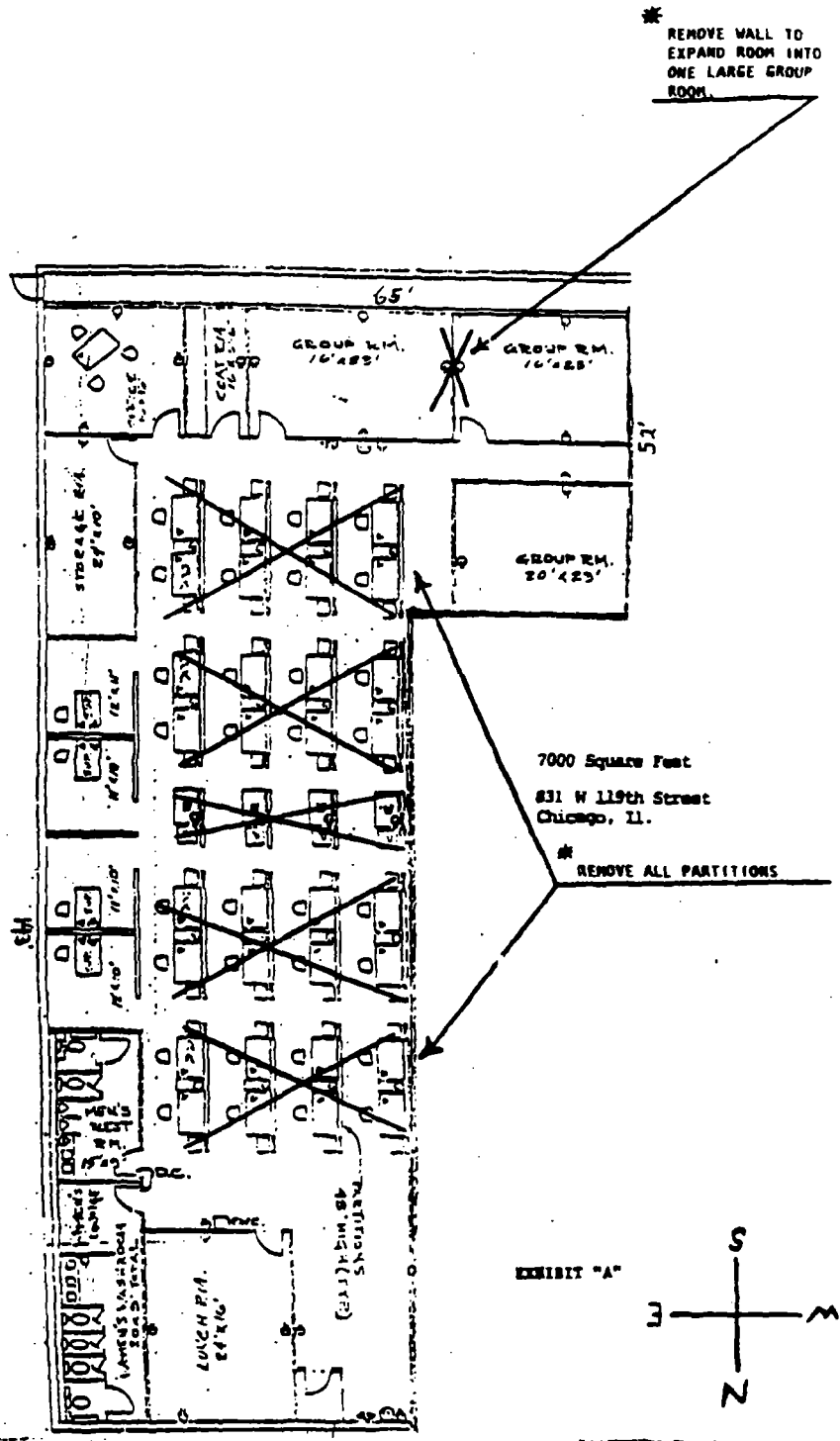
(To Rider For Lease At 831 West 119th Street)

The following structural changes must be made prior to occupancy:

1. Removal of all of the partitions in the open areas. Any cosmetic repairs of the flooring or ceiling that is involved in the removal must be completed as well.
2. Remove wall that separates the two (2) 16 feet by 23 feet group rooms along the south wall so as to create a single large group room of approximately 46 feet by 16 feet. (Please see attached drawing for clarification).

[Drawing attached in this Exhibit "A" printed on page 36703 of this Journal.]

Exhibit "A".



Lease Agreement For 831 West 119th Street.

LEASE-Short Form Lease No. 11031 Form 0-10-18 City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____ between American Asset Management Services Corp., Agent for Beneficiaries Under Maywood Provident State Bank Trust, Trust No. 3575, Dated March 27, 1975 and the CITY OF CHICAGO, a Municipal Corporation, as Lessor

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 7,000 square feet of ground floor office space also parking space immediately in front of said premises located at 831 West 119th Street for use by the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July or date of occupation whichever occurs later. A. D. 1993 and ending on the 30th day of June A. D. 1998. Lessee has the right to terminate this lease upon sixty (60) days prior written notice anytime after twenty-four (24) months from occupation of remodeled space.

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 Gary Goodman, 2835 North Sheffield Ave., Chicago, Ill. 60637 or at such other place as the Lessor from time to time in writing may appoint. For Lessor and Lessee Notification Provisions See Rider Attached Hereto And Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order all 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, less 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 Lessor at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as in form and legality, except as to property description and execution.

Approved: Asset Manager, American Corporation Council, Dept. Human Services

Approved: Commissioner, Department of Human Services

By: Lawrence Goodman, President of American Asset Management Services Corp.

By: Maywood Provident State Bank as Trustee Under Trust No. 3575, Dated March 27, 1975

By: Commissioner of General Services

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 1130 SOUTH WABASH AVENUE FOR DEPARTMENT
OF POLICE/OFFICE OF PROFESSIONAL STANDARDS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 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 the renewal of a lease at 1130 South Wabash Avenue for the Department of Police/Office of Professional Standards (Lease No. 12047), 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 Medrano, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Wabash Partners, an Illinois general partnership, by its managing partner, Joss Development Corporation, as Lessor, for approximately 9,858 square feet of office space located at 1130 South Wabash Avenue, 4th floor, for use by the Department of Police/Office of Professional Standards, as Lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed
on page 36725 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: Mr. Geoffrey Rogers, President, Joss Development Corporation, 1130 South Wabash Avenue, Suite 500, Chicago, Illinois 60605-2380, 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:

Ten Thousand Seven Hundred Twenty and no/100 Dollars (\$10,720.00) per month for the period beginning on the 1st day of August, 1993, or date of occupation whichever occurs later and ending on the 31st day of July, 1994;

Ten Thousand Nine Hundred Nine and no/100 Dollars (\$10,909.00) per month for the period beginning on the 1st day of August, 1994 and ending on the 31st day of July, 1995;

Eleven Thousand One Hundred Seven and no/100 Dollars (\$11,107.00) per month for the period beginning on the 1st day of August, 1995 and ending on the 31st day of July, 1996;

Eleven Thousand Three Hundred Four and no/100 Dollars (\$11,304.00) per month for the period beginning on the 1st day of August, 1996 and ending on the 31st day of July, 1997;

Eleven Thousand Five Hundred One and no/100 Dollars (\$11,501.00) per month for the period beginning on the 1st day of August, 1997 and ending on the 31st day of July, 1998.

Eleven Thousand Seven Hundred Six and no/100 Dollars (\$11,706.00) per month for the period beginning on the 1st day of August, 1998 and ending on the 31st day of July, 1999.

Eleven Thousand Nine Hundred Twelve and no/100 Dollars (\$11,912.00) per month for the period beginning on the 1st day of August, 1999 and ending on the 31st day of July, 2000.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to Mr. Geoffrey Rogers, President, Joss Development Corporation, 1130 South Wabash Avenue, Suite 500, Chicago, Illinois 60605-2380.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Complete renovation as specified in Exhibit "A" prior to occupation of space.

Provide and pay for heat whenever heat shall be necessary for comfortable (at or about 70 degrees) occupancy of demised premises; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air conditioning whenever air conditioning shall be required for comfortable occupancy of demised premises and maintain the same, with Lessee to incur the cost of operation of such air-conditioning.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Insurance.

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 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.

It is hereby agreed and understood that such policy is limited to bodily injury or property damage as is covered under Lessor's policy. It is further understood that such coverage shall bear certain exclusions, including but not limited to, personal property of Lessee, product liability, the willful or intentional acts of Lessee, its agents or employees and Lessee's negligence. Such insurance coverage shall not be construed to create any liability on the part of Lessor for the operations of Lessee. Except as covered and paid by landlord's policy, Lessee is self-insured as to its property and liability obligations and all claims arising therefrom.

Provide handicapped accessible washrooms in two washrooms utilized by the public.

Provide and pay for security/ alarm service on main floor of building and maintain same.

Provide and pay for twenty-four hour elevator service and maintain same.

Provide and maintain fire extinguishers.

Provide and pay for custodial service as follows:

Service to provide nightly five (5) nights per week, Monday through Friday, excluding union holidays.

Nightly.

Empty and damp wipe all ashtrays.

Empty and dust wipe all waste receptacles.

Place waste in bags furnished by the Lessor and leave in a designated area.

Empty, clean and refill smoking urns as needed.

Sweep with treated cloths all composition tile flooring.

Monitor stairways for debris.

Wash clean all water fountains and coolers, emptying waste water as necessary.

Clean lavatories as follows:

Wash and dry all bowls, seats, urinals, washbasins and mirrors.

Wash and dry all metal work.

Empty paper towel and sanitary napkin disposal receptacles and remove to designated areas.

Insert toilet tissue, toweling and soap dispensers, material to be furnished by Lessor.

Sweep and wash floors.

Dust all sills, partitions and ledges.

Damp wipe interior of waste cans and dispensing units.

Wash interior of waste cans, and sanitary disposal containers in lavatories.

Weekly.

Wash booth partitions in lavatories.

Sweep and dust stairways.

Sweep all flooring in the mechanical, storage and disposal equipment rooms.

Mop all restroom floors.

Twice weekly (Tuesday and Thursday).

Dust all areas within hand-high reach; this includes window sills, wall ledges, chairs, desks, tables, baseboards, file cabinets, radiators, pictures and all manner of office furniture.

Three times weekly (Monday, Wednesday and Friday).

Vacuum all carpeted areas.

Monthly.

Scrub all restroom floors.

Wash tile walls in lavatories.

Wash all stairways.

Quarterly.

Wash and wax all composition tile flooring.

High dust all walls, ledges, pictures, anemostats and registers not reached in normal nightly cleaning.

Lessee under this lease shall:

Pay for electricity as metered including electricity for central air conditioning. Electricity may be metered by separate meters serving the floor.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Have the option to place another City agency in the leased premises after giving Lessor thirty (30) days prior written notice with Lessors written consent such consent not to be unreasonably withheld. Lessee shall pay rent for the entire leased premises until such time as the replacement City agency takes occupancy of the leased premises, at which time the rent obligation shall become that of the replacement City agency. Further, any replacement City agency shall be similar to Lessee in number of employees and use of the leased premises.

Additional clauses to be included in lease:

- R-1 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 or such mortgage or mortgages as shall be requested by Lessor.

- R-2 In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues for more than ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless such failure cannot be remedied within ten (10) days and Lessor has commenced and is diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and shall be reimbursed by Lessor within thirty (30) days of receipt of such repair.
- R-3 No member of the Department of Police, Office of Professional Standard or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, 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 Lessor, 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.
- Lessor 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.
- R-4 Use of Premises. Lessee shall use and occupy the premises for general office purposes and for no other use or purpose.
- R-5 In the event City of Chicago Council approval is not obtained by September 15, 1993, this lease shall become null and void. Upon delivery of a fully executed lease document to Lessor and City Council approval, Lessor shall have sixty (60) days to construct the premises.
- R-6 **Untenantability.** If any such damage renders all or a substantial portion (herein defined as more than twenty-five percent (25%)) of the premises or the building untenable, the Lessor may elect (A) to terminate this Lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date; or (B) to repair, restore or rehabilitate the building or the premises at the Lessor's expense within one hundred eighty (180) days after the Lessor is able

to take possession of the injured premises and undertake preconstruction or repairs, in which latter event the lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable. If the Lessor elects so to repair, restore or rehabilitate the building or the premises and does not substantially complete the work within said one hundred eighty (180) day period, either party can terminate this lease as of the date of the fire or casualty by notice to the other party not later than one hundred ninety (190) days after the Lessor is enable to take possession of the injured premises and undertake reconstruction or repairs. In the event of termination of the lease pursuant to this Paragraph R-6, rent shall be apportioned on per diem basis and be paid to the date of the fire or casualty. Notwithstanding the provisions of this Paragraph R-6, in the event any such damage renders the premises untenable and if the lease shall not be cancelled and terminated by reason of such damage, then the rent shall abate during the period beginning with the date of such damage and ending with the date when the premises are again rendered tenantable. Such abatement shall be in an amount bearing the same ratio in the total amount of rent for such period as the untenable portion of the premises from time to time bears to the entire premises.

- R-7 Eminent Domain. If the building, or any part thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this lease shall end upon and not before the date when the possession of the part so taken shall be required for such purpose, and without appointment of the award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the building or the land, or if the grade of any street or alley adjacent to the building is changed by any competent authority, and such taking, damage or change of grade makes it necessary to make structural changes to the building to conform to the taking, damage or changed grade, Lessor shall have the right to cancel this lease upon not less than ninety (90) days notice prior to the date of cancellation designated in the notice. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation, and the Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade, the Lessee being deemed hereby to have assigned to Lessor any right it would have in such award or judgment.
- R-8 Estoppel Certificate. The Lessee agrees that from time to time upon not less than ten (10) days prior request by Lessor, the Lessee will deliver to Lessor a statement in writing certifying (A) that this lease

is unmodified and in full force and effect (or if there have been modifications, that the lease as modified is in full force and effect and identifying the modifications); (B) the dates to which the rent and other charges have been paid; (C) that the Lessor is not in default under any provision of this lease, or, if in default, the nature thereof in detail; (D) that Lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (E) that there has been no prepayment of rent other than that provided for in the lease; and (F) that there are no actions, whether voluntary or otherwise, pending against Lessee under the bankruptcy laws of the United States or any state thereof.

R-9 Assignment of Sale by Lessor. In the event Lessor shall assign this lease and/or sell or convey the building, or its interest in the building the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this lease. This lease shall not be affected by such assignment or sale, and Lessee agrees to attorn to the Purchaser or Assignee.

R-10 Miscellaneous.

- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
- B. All of the agreements of Lessor and Lessee with respect to the premises are contained in this lease; and no modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor and Lessee unless in writing signed by Lessor and Lessee and approved by City Council.
- C. The Lessor's title is and always shall be paramount to the title of Lessee, and nothing in this lease contained shall empower Lessee to do any act which can, shall or may encumber the title of Lessor.
- D. Time is of the essence of this lease and of each and all provisions hereof.
- E. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is

agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.

F. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

R-11 Lessor. The term "Lessor" as used in this lease means only the owner or owners at the time being of the building of which said premises form a part and the land on which the building is situated, so that in the event of any sale or sales, once or successively, of said land and building, said Lessor named herein shall be and hereby is entirely freed and relieved of all covenants and future obligations of Lessor hereunder; provided, however, that any and all sales of the building shall be made expressly subject to this lease and the rights of the Lessee hereunder.

R-12 All rights and remedies of the Lessor herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

A. If the Lessee defaults in the payment of rent, and the Lessee does not cure the default within five days after demand for payment of such rent, or if the Lessee defaults in the prompt and full performance of any other provisions of this lease, and the Lessee does not cure the default within twenty (20) days (forthwith if the default involves a hazardous condition) after written demand by the Lessor that the default be cured unless the default involves a hazardous condition, which shall be cured forthwith upon the Lessor's demand, or if the leasehold interest of the Lessee be levied upon under execution or be attached by process of law, or if the Lessee makes an assignment for the benefit of creditors, or if a receiver be appointed for any property of the Lessee, or if the Lessee abandons the premises, then and in any such event the Lessor may, if the Lessor so elects but not otherwise, and with notice of such election and with or without any demand whatsoever either forthwith terminate this lease and Lessee's right to possession of the premises or, without terminating this lease, forthwith terminate the Lessee's right to possession of the premises.

B. If the Lessee abandons the premises or otherwise entitles the Lessor so to elect, and Lessor elects to terminate the Lessee's right to possession only, without terminating the lease, the Lessor may, at the Lessor's option enter into the premises,

remove the Lessee's signs and other evidences of tenancy, and take and hold possession provided, without such entry and possession terminating the lease or releasing the Lessee, in whole or in part, from the Lessee's obligation to pay the rent hereunder for the full term, and in any such case the Lessee shall pay forthwith to the Lessor, if the Lessor so elects, a sum equal to the entire amount of the rent specified in page 1 of this rider for the residue of the stated term or up to any applicable termination date plus any other sums then due hereunder. Upon and after entry and possession without termination of the lease, the Lessor may, but need not, relet the premises or any part thereof for the account of the Lessee to any person, firm or corporation other than the Lessee for such rent, for such time and upon such terms as the Lessor in the Lessor's sole discretion shall determine. In any such case, the Lessor may make repairs, alterations and additions in or to the premises, and redecorate the same to the extent deemed by the Lessor necessary or desirable, and the Lessee shall, upon demand, pay the cost thereof, together with the Lessor's expenses of the reletting. If the consideration collected by the Lessor upon any such reletting for the Lessee's account is not sufficient to pay monthly the full amount of the rent reserved in this lease, together with the costs of repairs, alterations, additions, redecorating and the Lessor's expenses, the Lessee shall pay monthly the balance amount of the rent reserved in this lease, together with the costs of repairs, alterations, additions, redecorating and the Lessor's expenses. The Lessee shall pay to the Lessor the amount of each monthly deficiency upon demand; and if the consideration so collected from any such reletting is equal to or more than sufficient to pay the full amount of the rent reserved herein, together with the costs and expenses of the Lessor, then the obligations of Lessee under this lease shall terminate.

- C. Any and all property which may be removed from the premises by the Lessor pursuant to the authority of the lease or of law, to which the Lessee is or may be entitled, may be handled, removed or stored by the Lessor at the risk, cost or expense of the Lessee, and the Lessor shall in no event be responsible for the value, preservation or safekeeping thereof. The Lessee shall pay to the Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Lessor's possession or under the Lessor's control. Any such property of the Lessee not taken from storage by the Lessee within ninety (90) days after the end of the term, however terminated, shall be conclusively presumed to have been conveyed by the Lessee to the Lessor

under this lease as a bill of sale without further payment or credit by the Lessor to the Lessee.

- R-13 **Certain Rights Reserved to the Lessor.** The Lessor reserves the following rights: (A) to change the name or street address of the building without notice or liability of the Lessor to the Lessee; (B) to install or maintain a sign or signs on the exterior of the building; (C) to have access for the Lessor and the other tenants of the building to any mail chutes located on the premises according to the Rules of the United States Post Office; (D) to designate all sources furnishing sign painting and lettering, drinking water, towels and toilet supplies used on the premises; (E) during the last ninety (90) days of the term, or during any part thereof, if during or prior to that time the Lessee vacates the premises, to decorate, repair, remodel, alter or otherwise prepare the premises for reoccupancy; (F) to grant anyone the exclusive right to conduct any particular business or undertaking in the building; (G) to exhibit the premises to others and to display "For Rent" signs on the premises; (H) to take any and all measures, including inspections, repairs, alterations, additions, and improvements to the premises or to the building, as may be necessary or desirable for the safety, protection or preservation of the premises or the building or the Lessor's interests, or as may be necessary or desirable in the operation of the building.

The Lessor may enter upon the premises or may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Lessee's use or possession and without being liable in any manner to the Lessee.

- R-14 **Repairs.** Subject to the provisions of page two of the rider, the Lessee shall, at the Lessee's own expense except for ordinary wear and tear of demised premises, keep the premises in good order, condition and repair during the term, under the supervision and with the approval of the Lessor. If the Lessee does not make repairs promptly and adequately, the Lessor may, but need not make repairs, and the Lessee shall pay promptly the cost thereof. At any time or times, the Lessor, either voluntarily or pursuant to governmental requirement, may at the Lessor's own expense, make repairs, alterations or improvements in or to the building, or any part thereof, including the premises, and during operations, may close entrances, doors, corridors, elevators or other facilities, all without any liability to the Lessee by reason of interference, inconvenience or annoyance. The Lessor shall not be liable to the Lessee for any expense, injury, loss or damage resulting from work done in or upon, or the use of any adjacent or nearby building, land street or alley.
- R-15 **Landlord and Tenant's Work.** All work on the premises other than that which has already been performed or is to be performed by

Lessor pursuant to the specifications set forth in attached Exhibit "A" shall be referred to as "Lessee's Work."

In the event Lessee performs any work requiring a permit by any state, city or municipal body or work in a cumulative amount in excess of \$2,000.00, Lessee agrees to submit to Lessor plans and specifications covering Lessee's work in such detail as Lessor may reasonably require and agrees not to commence work on any of the aforesaid Lessee's work whether initially, or at any time during the term of this lease, until Lessor has approved such plans and specifications in writing.

Lessee shall provide Lessor with a certificate of insurance from each contractor performing work on the premises. Except when work is performed by City of Chicago employees in which case the self-insured provision stated in this lease shall apply. Lessee shall not allow any liens to be filed against the building of which the premises are a part.

- R-16 Security. Lessor has no obligation or responsibility whatsoever to provide or oversee security, security measures or security services for the premises or the building; Lessor may, however, in its sole discretion, provide security or security measures or retain a security service for its premises without expense to Lessee. Lessee (for itself, its employees and agents and any person claiming through Lessee) hereby releases Lessor and Lessor's employees, agents and managers (including, without limitation, Joss Development Corp., and its agents and employees) from, and waives any and all claims for loss to person or property sustained by Lessee (or any employees or agents, or any person claiming through Lessee) or by any occupant of the building or the premises or any part of either relating to, resulting from or in any way deriving from the provision, supervision, effectiveness, scope, insufficiency or absence of security or security services for or with respect to the premises or building.
- R-17 Substitution of Premises. Lessor shall have the right at any time during the lease term, upon giving Lessee not less than one hundred twenty (120) days prior written notice, to provide and furnish Lessee with comparable space (9,858 square feet) elsewhere in the building of approximately the same size as the premises, and remove and place Lessee in such space, with Lessor to pay all costs and expenses incurred as a result of such removal of Lessee. Lessor will duplicate space and present office needs at time of notice at no cost to Lessee.
- R-18 Certain Uses And Actions Expressly Prohibited.
- A. Liquor. Without limiting the generality of the prohibited uses of the premises, Lessee further covenants and agrees that Lessee will not use the premises, nor permit same to be

used for the manufacture, sale, barter or trade in intoxicating liquors or alcoholic beverages of any nature whatsoever, as the same shall be defined under the statutes of the United States or the State of Illinois, and upon a breach of this covenant, the Lessor may, at its option, terminate this lease, and upon the Lessor's selection to do so and service upon said Lessee of notice of such election, said Lessee shall, forthwith within five (5) days from the date of the service of such notice, surrender said premises to said Lessor. Upon failure to so surrender the premises within said five (5) days, Lessee shall be guilty of forcible detainer thereof and the Lessor shall have the right to recover said possession of said premises in an action of forcible detainer or otherwise.

- B. **Increased Insurance Risk.** It is understood and agreed that the Lessee will not use the premises for any purpose which will increase the premium cost of any policy of insurance now or hereafter carried on the building or covering its operation and the Lessee will pay to the Lessor as additional rent hereunder the amount of any increase in premium cost caused by the Lessee's use and occupancy of the demised premises including the use permitted under the terms hereof.
- C. **Rodents, Insects or Animals.** Lessee shall do nothing which permits, contributes to or attracts rodents, insects, animals or infestation by any of same. Lessee shall take all action necessary to keep the premises free of any rodent, insect or animal infestation or infiltration and shall do nothing which would cause such infestation of other areas of the building or property. Lessee shall be at all times in full compliance with all statutes, ordinances, laws, codes, rules, regulating to food, cleanliness, health or the like. Lessee shall not be required to pay for extermination service for premises.

R-19 **Indemnification by Lessee.** Except as covered and paid by the general liability coverage provided hereunder, and except in the case of negligence by Lessor or its agents and employees, Lessee shall protect, indemnify, save and hold harmless Lessor, its employees and agents, against and from all damages, suits, liability, claims, loss, cost, damage or expense (including, without limitation, reasonable attorney's fees) arising out of, from or in any way relating to the following: any accident or other occurrence in, on, at or related to the premises, the building or the business of Lessee (including, without limitation, any product liability claim or any matter whatsoever relating to the sale of liquor by Lessee or on or about the premises); the utilities serving the premises installed by the City of Chicago causing injury to any person or property whomsoever or whatsoever;

the occupancy or use of the premises, or the building; construction in, on or about the premises or the building; or any act or omission of Lessee, its employees, agents, invitees, subtenants, licensees, customers, suppliers, assignees or contractors. Lessee shall protect and save and hold Lessor, its employees and agents harmless and indemnified against and from any penalty or damage or charges imposed for any violations of any law or ordinance whether occasioned by the neglect of Lessee or those holding under Lessee, and also will protect, indemnify, save and keep harmless Lessor against and from any and all claims and against and from any and all loss, cost, damage, liens or expenses arising out of any failure of Lessee in any respect to comply with the performance of all the requirements and provisions of this lease.

[Exhibit "A" attached to this Rider printed on page 36724 of this Journal.]

Exhibit "B" attached to this Rider reads as follows:

Exhibit "B".

(To Rider For Lease At 1130 South Wabash Avenue)

Work Letter Agreement.

Lessor shall construct Lessee's Premises according to Exhibit "A" attached hereto which shall include the following:

- A) Dry Wall And Carpentry.
1. Furnish and install full height sheetrock partitions as per plan (576 LF).
 2. Furnish and install 6 feet high sheetrock partitions as per plan (568 LF).
 3. Installation of doors, frames and hardware.
 4. Furnish and install counter top with upper and lower cabinets at lunchroom.

5. Furnish and install closet rod and shelf.
 6. Furnish and install toilet paper dispenser (1).
 7. Furnish and install paper towel dispenser (1).
 8. Furnish and install mirror.
 9. Furnish and install bi-fold doors (2 PR).
 10. Relocate vanities.
 11. Relocate mirrors.
 12. Miscellaneous ceiling patch.
- B) Painting.
1. Paint walls.
 2. Paint doors and frames.
 3. Paint bi-fold doors.
 4. Paint elevator doors.
 5. Paint closet rod and shelf.
- C) Flooring And Base.
1. Furnish and install building standard carpet.
 2. Furnish and install base.
 3. Patch floor and restrooms.
- D) Electrical.
1. Furnish and install duplex outlets (76).
 2. Furnish and install separate circuits (13).
 3. Finish and install quad. outlets (6).
 4. Furnish and install telephone outlets (70).

5. Furnish and install data outlets (3).
6. Remove and relocate light fixtures.
7. Furnish and install 2 by 2 light fixture (1).
8. Furnish and install closet fixture.
9. Furnish and install single pole switch.
10. Furnish and install 3-way switch.
11. Relocate exit lights.

E) H.V.A.C.

1. Furnish and install diffusers.
2. Modify existing system for new layout.
3. Furnish and install exhaust fan.
4. Test and balance.

F) Plumbing.

1. Furnish and install water closet.
2. Furnish and install sink.
3. Furnish and install lavatory.
4. Furnish and install hot water heater.
5. Provide waste, water and vent lines.
6. Trim out and connections.
7. Relocate urinal.

G) Demolition.

1. Remove existing partitions.
2. Remove existing carpet.

3. Remove existing V.C.T..
- H) Sprinkler.
1. Relocate sprinkler heads to conform to new layout.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 5801 NORTH PULASKI ROAD (NORTH PARK
VILLAGE) FOR WORLD RELIEF.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 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 North Park Village Lease at 5801 North Pulaski Road for World Relief (Lease No. 20087), 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.

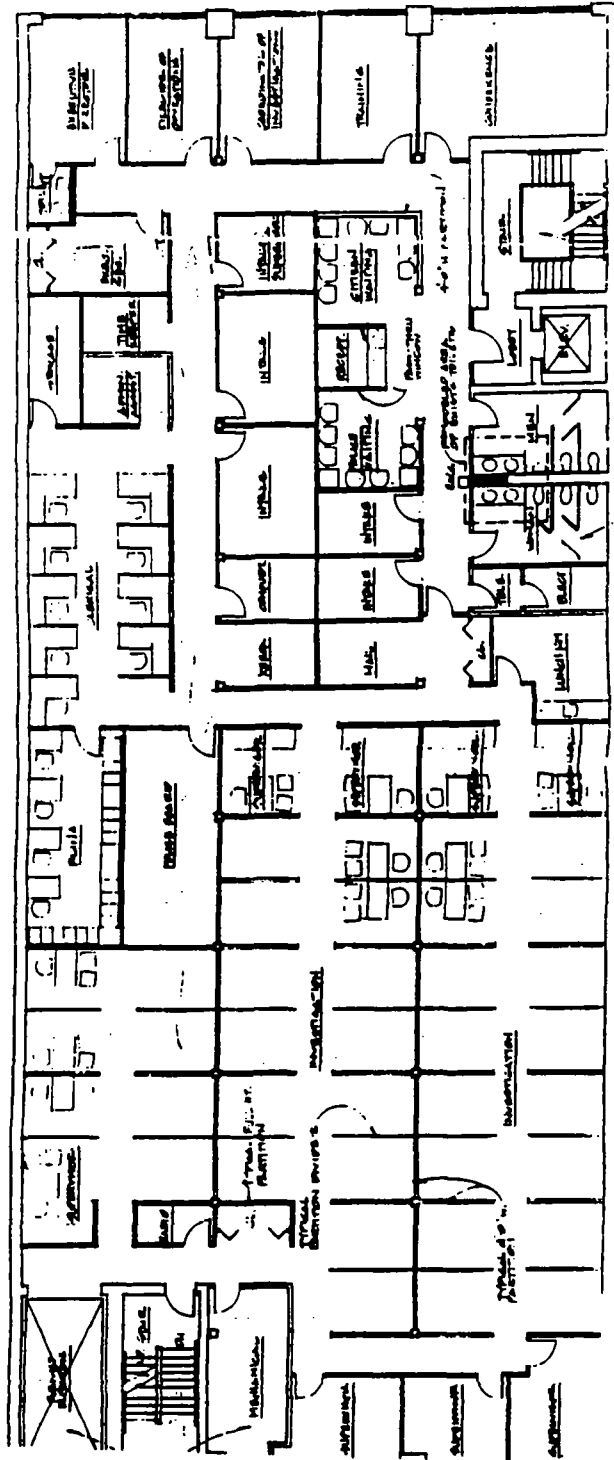
Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

(Continued on page 36726)

Exhibit "A".

(To Rider For Lease At 1130 South Wabash Avenue.)



Lease Agreement For 1130 South Wabash Avenue.

LEASE-Short Form Lease No. 12047 Form C-11 No. 18 City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____ between Wabash Partners, an Illinois General Partnership, by its Managing Partners, Joss Development Corp. _____ as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 9,858 square feet of office space on the 4th floor located at 1130 South Wabash for use by the Department of Police, Office of Professional Standards.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August or date of occupation whichever occurs later. July A. D. 2000 Lessee has the right to terminate this lease upon ninety (90) days prior written notice anytime after forty-eight (48) months from commencement of Rent.

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 1130 S. Wabash, Suite 500, Chgo. IL 60605 Mr. Geoffrey Rogers, President, Joss Development Corp. or at such other place as the Lessor from time to time in writing may appoint. FOR LESSOR TO LESSEE NOTIFICATION PROVISIONS See Rider Attached Hereto and Made a Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Except As Provided In The Rider Hereunder, Lessor shall be responsible for a condition of thorough repair and good order at all times during the entire term of this lease. Lessor shall, at its own expense, said damaged portions 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, Lessee shall be deemed to have accepted the same and shall be responsible therefor.

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, less by fire or other casualty, ordinary wear and repair chargeable to the Lessor, excepted.

Lessee 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, until such notices shall be placed in locations accessible to the public.

Except As Provided In The Rider Hereunder, Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such alterations 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.

Should any improvements shall be rendered untenantable by fire or other casualty, Lessee shall be deemed to have accepted the same and shall be responsible therefor. If said premises shall be destroyed by fire or other casualty, this lease shall be terminated; in the event of such a termination of this lease, Lessee shall be deemed to have accepted the same and shall be responsible therefor. If the premises shall be destroyed by fire or other casualty, Lessee shall be excused from payment of rent for the period of thirty days.

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 described and execution.

Approved: _____ Assistant Corporation Counsel
ASST. MANAGER, _____ Real Estate Broker
By: _____ Superintendent of Police

By: Wabash Partners, an Illinois General Partnership, by its Managing Partner, Joss Development Corp.
By: _____ Commissioner of General Services

(Continued from page 36723)

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, as Landlord, and World Relief, as Tenant, for approximately 20,273 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 Number 20087)

This lease is entered into this _____ day of _____, 1992, by and

between City of Chicago, an Illinois municipal corporation ("Landlord"), and World Relief ("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 20,273 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 20,273 square feet of vacant land (east garden plots).
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 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 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 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 as a garden only.

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 its consent. Any sublet tenant (Gardeners) shall 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 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 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:

World Relief
1028 College Avenue, Suite A
Wheaton, Illinois 60187
Attention: Djoua X. Xiong,
Program Director

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 his 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 regulations 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 sixty (60) 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 time of all events scheduled for the Premises ninety (90) days prior to the event. All events must have an officer or employee present from World Relief.

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 any 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

World Relief

[Exhibit "A" attached to this Lease Agreement
printed on page 36737 of this Journal.]

COMMITTEE ON HUMAN RELATIONS.

**REAPPOINTMENT OF MS. MIRIAM APTER, MR. JULIAN E. KULAS
AND MR. HENRY WILSON AS MEMBERS OF
COMMISSION ON HUMAN RELATIONS.**

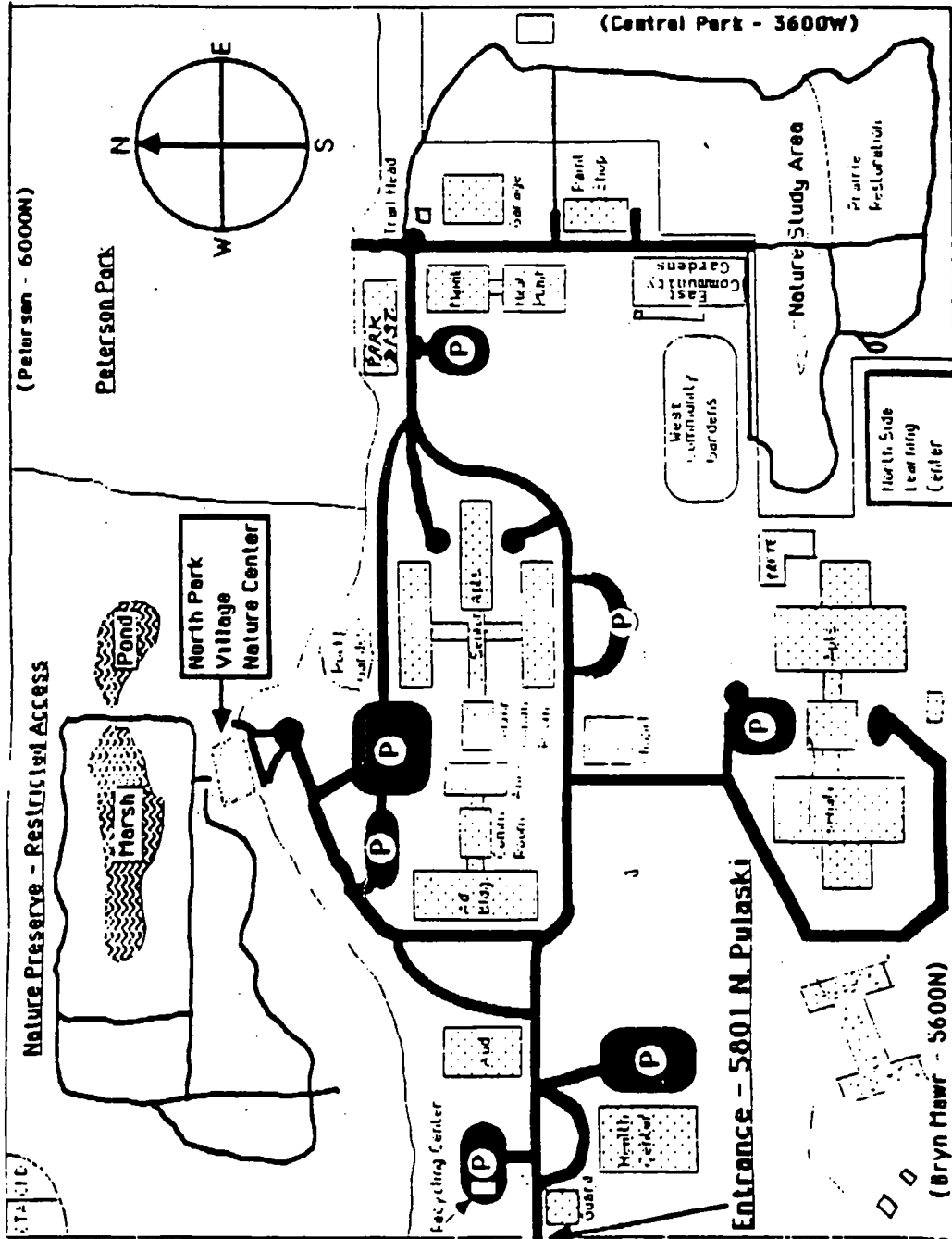
The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Exhibit "A".

(To World Relief Lease Agreement Number 20087)



Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (forwarded directly to the committee on July 16, 1993) reappointing Miriam Apter, Julian E. Kulas and Henry Wilson as members of the Commission of Human Relations, begs leave to recommend that Your Honorable Body *Approve* the said reappointments to the Commission on Human Relations.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointments of Ms. Miriam Apter, Mr. Julian E. Kulas and Mr. Henry Wilson as members of the Commission on Human Relations were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. DEMETRI KONSTANTELOS,
MR. STANLEY BALZEKAS, JR. AND REVEREND
CHARLES S. SPIVEY, JR. AS MEMBERS OF
COMMISSION ON HUMAN RELATIONS.

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (forwarded directly to the committee on July 16, 1993) reappointing Demetri Konstantelos, Stanley Balzekas, Jr. and Reverend Charles S. Spivey, Jr. as members of the Commission on Human Relations, begs leave to recommend that Your Honorable Body *Approve* the said reappointments to the Commission on Human Relations.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointments of Mr. Demetri Konstantelos, Mr. Stanley Balzekas, Jr. and Reverend Charles S. Spivey, Jr. as members of the Commission on Human Relations were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

APPOINTMENT AND REAPPOINTMENT OF VARIOUS
INDIVIDUALS AS MEMBERS OF ADVISORY
COUNCIL ON AFRICAN AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on August 4, 1993) reappointing Patience Adigbli, Eric Rodrique, Yittayih Zelalem, Ernest Tucker and Frank McKeever to the Advisory Council on African Affairs; also appointing Gerard S. Pitchford to the Advisory Council on African Affairs, begs leave to recommend that Your Honorable Body *Approve* the said reappointments and the said appointment to the Advisory Council on African Affairs.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointment of Ms. Patience Adigbli, Mr. Eric Rodrique, Mr. Yittayih Zelalem, Mr. Ernest Tucker and Mr. Frank McKeever and the appointment of Mr. Gerard S. Pitchford as members of the Advisory Council on African Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Nays -- None.

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

REAPPOINTMENT OF MS. MARIA ACIERTO AS MEMBER
OF ADVISORY COUNCIL ON ASIAN AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on August 4, 1993) reappointing Maria Acierto to the Advisory Council on Asian Affairs, begs leave to recommend that Your Honorable Body *Approve* the said reappointment to the Advisory Council on Asian Affairs.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointment of Ms. Maria Acierto as a member of the Advisory Council on Asian Affairs was *Approved* by yeas and nays as follows:

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

REAPPOINTMENT OF MR. ADIB ABUSHARIF, MS. CAMILLE ODEH AND MR. OWAIS R. SUCCARI AS MEMBERS OF ADVISORY COUNCIL ON ARAB AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 14, 1993) reappointing Adib Abusharif, Camille Odeh and Owais R. Succari to the Advisory Council on Arab Affairs, begs leave to recommend that Your Honorable Body *Approve* the said reappointments to the Advisory Council on Arab Affairs.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointments of Mr. Adib Abusharif, Ms. Camille Odeh and Mr. Owais R. Succari as members of the Advisory Council on Arab Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. GARY G. CHICHESTER, REVEREND
RALPH CONRAD AND MS. ELVIE "L.V." JORDAN AS
MEMBERS OF ADVISORY COUNCIL ON GAY AND
LESBIAN ISSUES.

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 14, 1993) reappointing Gary G. Chichester, Reverend Ralph Conrad and Elvie "L. V." Jordan to the Advisory Council on Gay and Lesbian Issues, begs leave to recommend that Your Honorable Body *Approve* the said reappointments to the Advisory Council on Gay and Lesbian Issues.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointments of Mr. Gary G. Chichester, Reverend Ralph Conrad and Ms. Elvie "L.V." Jordan as members of the Advisory Council on Gay and Lesbian Issues were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF VARIOUS INDIVIDUALS AS CHAIRPERSON
AND MEMBERS OF COMMISSION ON HUMAN RELATIONS.

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (forwarded directly to the committee on July 16, 1993) reappointing Clarence N. Wood, designated as chairperson, Rabbi Herman Schaalman, Yvonne Murray-Ramos, Virginia Ojeda and Phyllis Doering as members of the Commission on Human Relations, begs leave to recommend that Your Honorable Body *Approve* the said reappointments to the Commission on Human Relations.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointments of Mr. Clarence N. Wood, designated as chairperson, Rabbi Herman Schaalman, Ms. Yvonne Murray-Ramos, Ms. Virginia Ojeda and Ms. Phyllis Doering as members of the Commission of Human Relations were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF ADVISORY COUNCIL ON IMMIGRANT
AND REFUGEE ISSUES.

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 14, 1993) reappointing Mark S. Dobrzycki, Margaret H. McCormick, Sid L. Mohn, Anna Mustafa, Pamela Seubert and Issac Toma to the Advisory Council on Immigrant and Refugee Issues, begs leave to recommend that Your Honorable Body *Approve* the said reappointments to the Advisory Council on Immigrant and Refugee Issues.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointments of Mr. Mark S. Dobrzycki, Ms. Margaret H. McCormick, Mr. Sid L. Mohn, Ms. Anna Mustafa, Ms. Pamela Seubert and Mr. Issac Toma as members of the Advisory Council on Immigrant and Refugee Issues were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 14, 1993) reappointing Jose Chapa, John R. Martinez,

Isabel Muniz, Alphonse Gonzalez, Leticia Herrera and Rafael Rodriguez to the Advisory Council on Latino Affairs, begs leave to recommend that Your Honorable Body *Approve* the said reappointments to the Advisory Council on Latino Affairs.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointments of Mr. Jose Chapa, Mr. John R. Martinez, Ms. Isabel Muniz, Mr. Alphonse Gonzalez, Ms. Leticia Herrera and Mr. Rafael Rodriguez as members of the Advisory Council on Latino Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 14, 1993) reappointing Lane Knox, Rochelle Crump, Roy L. Dolgos, Joseph D. Kostyk, Charles D. Lee and Arthur T. Morimitsu to the Advisory Council on Veterans Affairs, begs leave to recommend that Your Honorable Body *Approve* the said reappointments to the Advisory Council on Veterans Affairs.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointments of Mr. Lane Knox, Ms. Rochelle Crump, Mr. Roy L. Dolgos, Mr. Joseph D. Kostyk, Mr. Charles D. Lee and Mr. Arthur T. Morimitsu as members of the Advisory Council on Veterans Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 14, 1993) reappointing Hazel A. King, Rosetta Daylie, Dr. Wynetta Frazier and Leslie Hindman to the Advisory Council on Women, begs leave to recommend that Your Honorable Body *Approve* the said reappointments to the Advisory Council on Women.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed reappointments of Ms. Hazel A. King, Ms. Rosetta Daylie, Dr. Wynetta Frazier and Ms. Leslie Hindman as members of the Advisory Council on Women were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

DESIGNATION OF VARIOUS INDIVIDUALS AS CHAIRPERSONS
OF THEIR RESPECTIVE ADVISORY COUNCILS AND AS
EX OFFICIO MEMBERS OF COMMISSION ON
HUMAN RELATIONS.

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (forwarded directly to the committee July 16, 1993) designating the following people to serve as chairpersons of their respective advisory councils. Also, the chairperson of each advisory council serves as an ex officio member of the Commission of Human Relations:

Dr. Hyo Hyun Byun	Advisory Council on Asian Affairs
Dr. Wynetta Frazier	Advisory Council on Women
Julio Gonzales	Advisory Council on Veterans Affairs
Thomas Revello	Advisory Council on Latino Affairs
Rouhy J. Shalabi	Advisory Council on Arab Affairs
Cynthia A. Yannias	Advisory Council on Immigrant and Refugee Affairs

This communication was sent for informational purposes only.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed appointments of various individuals as chairpersons of their respective advisory councils and as ex officio members of the Commission on Human Relations were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

EXPRESSION OF SUPPORT FOR ESTABLISHMENT OF
NATIONAL VETERANS CEMETERY AT
FORT SHERIDAN.

The Committee on Human Relations submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a substitute resolution introduced by Alderman Michael Wojcik, 35th Ward, declaring the City Council of the City of Chicago's full support for the establishment of a national veterans cemetery at Fort Sheridan and/or alternative sites in the greater Chicagoland area, begs leave to recommend that Your Honorable Body *Adopt* the said substitute resolution.

This substitute resolution was approved in committee by all members of the committee present, with no dissenting vote.

Respectfully yours,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The United States Army Base at Fort Sheridan, Illinois, closed down this past May after more than a century of service; and

WHEREAS, The closing of the base left uncertain the future use of the 695-acre lakefront base site; and

WHEREAS, The greater Chicagoland area, with more than 750,000 veterans, currently lacks a national veterans cemetery, the closest one being located out of the State of Illinois; and

WHEREAS, The U.S. Department of Defense, just one week prior to the formal closing of Fort Sheridan, rejected an offer by the Department of Veterans Affairs to purchase the 162 acres for \$6.9 Million, claiming the land is worth \$37 Million; and

WHEREAS, The offer from the Department of Veterans Affairs was rejected even though in reality any sum involved would merely be a transfer of funds between federal agencies rather than money coming into the federal treasury; and

WHEREAS, As a result of this rejected offer, the Department of Veterans Affairs has stated that it is now looking at alternative sites for a veterans cemetery in Iroquois County, Kankakee County, and a proposed site in Will County; and

WHEREAS, Some of the proposed alternative sites are as much as 100 miles south of Chicago, and would be inaccessible to some of the families of those veterans who would be buried there; and

WHEREAS, Reports have surfaced that the Department of Defense is now negotiating with a real estate developer, not for the purpose of selling the proposed Fort Sheridan cemetery site, but to exchange the acreage for fewer than ten acres located near Washington, D.C.; and

WHEREAS, Such action would be a slap in the face of the more than 750,000 veterans now living in the greater Chicagoland area, as well as to those Chicagoans serving in the armed forces now or in the future, some of whom may yet be called upon to make the supreme sacrifice on behalf of our nation; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the City Council declares its full support for the establishment of a national veterans cemetery at Fort Sheridan and/or alternative sites in the greater Chicagoland area; and

That the United States Department of Defense be memorialized to reconsider its rejection of the offer from the Department of Veterans Affairs for the 162 acres at Fort Sheridan; and

That the Department of Veterans Affairs be memorialized to resume negotiations for the Fort Sheridan site; and

That President William J. Clinton and the United States Senate and Congress, Defense Secretary Les Aspin, Veterans Affairs Secretary Jesse Brown, and all members of the Illinois Congressional Delegation be memorialized to take action to block the proposed Fort Sheridan land swap and take the necessary action to insure that part of Fort Sheridan is made into a national veterans cemetery; and

Be It Further Resolved, That copies of this resolution be sent to President Clinton, to the leadership of both the United States House and Senate, to Defense Secretary Les Aspin, to Veterans Affairs Secretary Jesse Brown and to each member of the Illinois Congressional Delegation.

COMMITTEE ON LICENSE AND
CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023
OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE
OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE
GOODS LICENSES ON PORTION OF
WEST 95TH STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Jesse Evans (which was referred on March 8, 1993) amending Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago prohibiting the issuance of new liquor licenses for the sale of alcoholic beverages for consumption on premises and prohibiting the issuance of new liquor licenses for the sale of alcoholic package goods in designated portions of the 21st Ward, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is 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 substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Sections 2 and 3 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new subsection, in proper sequence, as follows:

4-60-022

Subject to the provisions of Subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

* * * * *

On West 95th Street (both sides) from South State Street to South Ashland Avenue.

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new subsection, in proper sequence, as follows:

4-60-023

Subject to the provisions of Subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

* * * * *

On West 95th Street (both sides) from South State Street to South Ashland Avenue.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF TITLE 4, CHAPTER 60 OF MUNICIPAL CODE
OF CHICAGO BY REPEALING SUBSECTION 022(19) WHICH
DISALLOWED ISSUANCE OF NEW ALCOHOLIC
LIQUOR LICENSES WITHIN SPECIFIED
AREA OF TWENTIETH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Arenda Troutman (which was referred on May 19, 1993), amending Chapter 4-60 of the Municipal Code of Chicago by deleting the language in existing Subsection 4-60-022(19) as it relates to the 20th Ward, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is 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 Schuler, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting subsection (19) in its entirety.

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

AMENDMENT OF TITLE 4, CHAPTER 276 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SECTION 285
TO DEFINE AND REQUIRE LABELING OF
GENETICALLY ENGINEERED FOODS
AND FOOD PRODUCTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman John S. Madrzyk (which was referred on June 17, 1992), amending Section 4-276-285 by defining genetically engineered foods and requiring merchants to display a sign near such products notifying the general public that they are genetically engineered, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is 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 substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, New methods of genetically modifying plants are being used to develop new varieties that are being used as foods; and

WHEREAS, These methods, which include recombinant DNA techniques and cell fusion techniques, have made possible modifications that would not have been possible using traditional breeding methods; and

WHEREAS, While these modifications are generally beneficial, the new techniques that make them possible may yield effects that are not desirable, such as a reduction in nutritional value or the creation of allergens; and

WHEREAS, Although genetically engineered food products currently available have not been shown to cause any health risk, it is important to let consumers know when such food products are offered for sale; now, therefore,

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Section 4-276-285, as follows:

4-276-285

(a) *As used in this Section, "genetically engineered foods" means any food product that is or contains material that has been genetically engineered through such techniques as recombinant DNA techniques, cell fusion or somaclonal variation.*

(b) *Whenever a food purveyor establishment displays for sale to the general public genetically engineered foods, the establishment shall post and maintain in a prominent location near the display a sign that meets the requirements of this Section. The sign shall state the following: "This Food Product Has Been Genetically Engineered". The Commissioner of Consumer Services may promulgate rules regulating the size, placement and size of the type applicable to signs required by this Section.*

(c) *Any person who owns or controls an establishment that is in violation of this Section shall be subject to a fine of not less than \$25 and not more than \$100 for a first offense; not less than \$100 and not more than \$250 for a second offense; and not less than \$250 and not more than \$500 for a third or subsequent offense. Each day that such violation occurs shall constitute a separate offense.*

SECTION 2. This ordinance shall take effect 60 days after its passage and publication.

Action Deferred -- AMENDMENT OF TITLE 4, CHAPTER 208 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW
SECTION 130 TO DISALLOW ISSUANCE OF
NEW LICENSES FOR OPERATION OF
HOTELS ON PORTIONS OF NORTH
LINCOLN AND NORTH
VIRGINIA AVENUES.

The Committee on License and Consumer Protection submitted the following report which was, on motion of Alderman Schulter and Alderman O'Connor, *Deferred* and ordered published:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Patrick O'Connor (which was referred on February 10, 1993) amending Chapter 4-208 of the Municipal Code of Chicago by adding a new Section 4-208-130 disallowing the issuance of new licenses for the operation of hotels in a designated portion of the 40th Ward, begs leave to recommend that Your Honorable Body pass said ordinance which is 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.

Said proposed ordinance transmitted with the foregoing committee report reads as follows:

WHEREAS, Various areas of the city contain hotels and motels at considerable distance from major interstate and interurban highways, convention facilities, the central business district, or other institutions which attract visitors in sufficient quantities to enable the profitable operation of such hotels and motels; and

WHEREAS, The existence of numerous such hotels and motels in the same neighborhood may cause severe competition for a limited number of customers and additional financial strain, and may cause some operators to ignore, allow or even encourage illegal conduct within such hotels and motels; and

WHEREAS, Illegal activity within and around such hotels and motels detracts from the character and desirability of the surrounding neighborhood; and

WHEREAS, Overconcentration of hotels and motels in one neighborhood can cause excessive traffic and disrupt the character of surrounding neighborhoods; and

WHEREAS, It is in the best interests of the neighborhood around such hotels and motels to limit the licensing of new hotels and motels while seeking stricter law enforcement in and near existing hotels and motels; and

WHEREAS, North Lincoln Avenue, from West Foster Avenue to West Peterson Avenue, was formerly a major route for interurban and interstate travel but, since the development of the interstate highway system, is now primarily a local commercial strip serving nearby neighborhoods; and

WHEREAS, North Lincoln Avenue, from West Foster Avenue to West Peterson Avenue, has an overconcentration of hotels and motels, and contains more hotel rooms than are needed to accommodate travelers passing through and visitors to the neighborhood; now, therefore,

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

SECTION 1. Chapter 4-208 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-208-130, as follows:

4-208-130

Notwithstanding any provision of the Municipal Code, no new license shall be issued for the operation of a hotel on North Lincoln Avenue, between West Foster Avenue and West Peterson Avenue, and on North Virginia Avenue, between West Peterson Avenue and the first alley south thereof.

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

COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.

CHICAGO HOST COMMITTEE FOR XV F.I.F.A. WORLD CUP
URGED TO MAKE PRESENTATION TO COMMITTEE
ON SPECIAL EVENTS AND CULTURAL AFFAIRS
PERTAINING TO CITY OF CHICAGO
PARTICIPATION IN 1994
WORLD CUP.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by Alderman Ambrosio Medrano calling upon the Chicago Host Committee for the XV F.I.F.A. World Cup to make a presentation before the City Council Committee on Special Events and Cultural Affairs concerning the City's participation in the 1994 World Cup, begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution, which is transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The game of soccer is the most popular team sport in the world, both for players and spectators; and

WHEREAS, The quadrennial World Cup competition, sanctioned by F.I.F.A., the world governing body for soccer, brings together teams from virtually every nation of the world in a series of elimination matches held in cities around the world over a period of two years, resulting in the eventual award of the World Cup to the champion; and

WHEREAS, World Cup matches draw thousands of soccer fans to host cities, promoting a spirit of healthy competition and international good will, and creating new opportunities for international tourism; and

WHEREAS, The United States will be host of the 1994 World Cup final matches; and

WHEREAS, The City of Chicago is proud to be a host city for the opening ceremonies and opening game of the World Cup finals in 1994; and

WHEREAS, It is in the best interests of the City of Chicago that the City Council receive information from the Chicago Host Committee on matters affecting Chicago's participation in the 1994 World Cup, so that the City Council may help to promote the City's participation and to enhance the City's international standing as a cultural and sports center; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this nineteenth day of May, 1993, do hereby call on the Chicago Host Committee for the XV F.I.F.A. World Cup to make presentation before the City Council Committee on Special Events and Cultural Affairs, concerning matters affecting the City's participation in the 1994 World Cup; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Chicago Host Committee for the XV F.I.F.A. World Cup.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH
WORLD CUP U.S.A. 1994, INC. AND CHICAGO 1994
BID COMMITTEE ESTABLISHING OBLIGATIONS
OF PARTIES INVOLVED IN CONNECTION
WITH 1994 F.I.F.A. WORLD
CUP EVENT.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an ordinance authorizing an agreement with World Cup U.S.A. 1994, Inc. and Chicago 1994 Bid Committee to set forth various obligations of parties involved in the 1994 F.I.F.A. World Cup Event, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Certain games of the 1994 World Cup, including the opening game, and related activities are going to be held in Chicago which will increase tourism, benefit the economy and enhance Chicago's reputation as a "world class" city; and

WHEREAS, The City Council of the City of Chicago, a municipal corporation ("City"), previously adopted a resolution attached hereto as Exhibit A, committing to provide support for the 1994 World Cup; and

WHEREAS, World Cup U.S.A., 1994, Inc. ("Organizing Committee"), desires to enter into an agreement with the City and the Chicago 1994 Bid Committee, a not-for-profit corporation ("Host Committee"), to set forth the various obligations of the parties, including providing indemnification to each other; 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 an agreement with the Organizing Committee and the Host Committee in substantially the form attached hereto as Exhibit B.

SECTION 3. The Mayor, or his proxy, is further authorized to take such actions and to execute such other ancillary documents as may be necessary to implement the terms of this agreement.

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

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

Exhibit "A".

(To Ordinance Establishing Obligation Of Parties Involved In
1994 F.I.F.A. World Cup Event)*

Committee On Special Events And
Cultural Affairs.

Support Of Efforts By Chicago 1994 Bid Committee
To Secure Selection Of Chicago As Site
Of 1994 World Cup Soccer.

The Committee on Special Events and Cultural Affairs submitted the following report:

Chicago, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by Mayor Richard M. Daley (referred to your committee on October 3, 1990) pledging support of the efforts of the Chicago 1994 Bid Committee to have the City of Chicago selected as a site of the 1994 World Cup, begs leave to recommend that Your Honorable Body Adopt the proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) John S. Madrzyk,
Chairman.

* The material which constitutes Exhibit "A" was passed by the City Council on October 31, 1990 and appeared on pages 22660 through 22664 of the Council Journal of Proceedings of said date.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

Whereas, Upon application made by the United States Soccer Federation ("Federation"), the recognized national governing body for soccer within the United States, the Federation Internationale de Football Association ("F.I.F.A."), the world governing body for soccer, has designated the United States as host country for the 1994 World Cup, the world's largest single sporting event; and

Whereas, The City of Chicago ("City") has within its jurisdiction facilities and premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, financing, promoting, accommodating, staging and conducting the 1994 World Cup and its related activities; and

Whereas, Hosting the 1994 World Cup, to be held in June and July 1994, will generate international goodwill, enhance the worldwide renown and prestige of the City, produce new jobs and create substantial economic and fiscal benefits; and

Whereas, The City is desirous of hosting the 1994 World Cup and has located within its jurisdiction Soldier Field; and

Whereas, The World Cup '94 Organizing Committee ("Organizing Committee"), the entity authorized by F.I.F.A. and the Federation to organize and stage the 1994 World Cup, has requested a declaration of support from the City and certain organizational, financial and promotional assurances concerning the performance of reasonably necessary governmental services in connection with the event as part of the formal bid made by Chicago to be designated as a 1994 World Cup venue; and

Whereas, The Department of Police of the City is officially charged with the responsibility of providing public safety services within the jurisdiction,

including without limitation the protection of person and property, vehicle and pedestrian traffic control, and security; and

Whereas, The Department of Fire of the City is officially charged with the responsibility of providing fire and medical emergency services within the jurisdiction, including without limitation the protection of person and property, vehicle and pedestrian traffic control, and security; and

Whereas, The Department of Aviation of the City ("Aviation") is officially charged with the operation of Chicago O'Hare International Airport ("O'Hare"), Midway Airport, and Meigs Field (collectively "Airports"); and

Whereas, The Organizing Committee will be engaged in the sale of admission tickets to the 1994 World Cup in as many as twelve different stadiums around the country and will require a uniform "cap" on the aggregate total of taxes assessed on gross receipts from the sale of such tickets at each stadium; and

Whereas, The Department of Revenue of the City ("Revenue") has the authority to tax the sale of admission tickets to events at Soldier Field; and

Whereas, The Organizing Committee will require numerous buses, vans and automobiles ("Official Vehicles") to transport teams, referees, members of the media and other members of the F.I.F.A. family during the 1994 World Cup, many of which likely will be furnished on a temporary basis by official sponsors of the event; and

Whereas, The City Clerk of the City of Chicago ("City Clerk") is officially charged with the responsibility to provide services for licensing vehicles in order to satisfy City licensing requirements; now, therefore,

Be It Resolved, That the City of Chicago welcomes the 1994 World Cup to its jurisdiction and to that end declares its full support of the efforts of the Chicago 1994 Bid Committee to have Chicago selected as a 1994 World Cup venue site; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, the City, and its agencies, departments and personnel agree to provide all governmental services (including without limitation law enforcement and public safety, security, fire and medical emergency, traffic, decorative display and public works/street maintenance services and supplies) reasonably necessary to the success of the 1994 World Cup within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the World Cup, such services are below, equal to or beyond the normal level and range of governmental services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, the Department of Police of the City shall provide all law enforcement and public safety services (including without limitation proper vehicular and pedestrian traffic control, security, police escorts from time to time as requested by the Organizing Committee and other police services and supplies for the protection of people and property) reasonably necessary to the success of the 1994 World Cup within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the World Cup, such services are below, equal to or beyond the normal level and range of public safety services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, the Department of Fire of the City shall provide all fire and medical emergency services (including without limitation proper fire safety enforcement, emergency dispatch and paramedic services and supplies for the protection of people and property) reasonably necessary to the success of the 1994 World Cup within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the World Cup, such services are below, equal to or beyond the normal level and range of fire and medical emergency services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, Aviation will permit the Organizing Committee to establish information booths identified by appropriate signage at mutually agreeable locations at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, Aviation will furnish to the Organizing Committee a room or other enclosed area of approximately 1,200 square feet near the international terminal at O'Hare to be used by the Organizing Committee as an accreditation processing center at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, the City guarantees that to the extent it imposes any tax on the gross receipts from the admission tickets, the tax will not, when added to any other ticket taxes imposed by other state or local agencies with taxing authority over events at Soldier Field, exceed five percent (5%) of the gross receipts for admission tickets sold (excluding complimentary admissions which the Organizing Committee is required by

F.I.F.A. regulations to provide) by the Organizing Committee for 1994 World Cup games or activities held at Soldier Field; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and during a period beginning 120 days before and ending 30 days after the 1994 World Cup games, the City Clerk shall exempt all Official Vehicles of the Organizing Committee from any City licensing requirements and fees and shall provide all vehicle licensing services reasonably necessary to the success of the 1994 World Cup within its jurisdiction, including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That the City of Chicago agrees that neither F.I.F.A., the Federation, the Organizing Committee, the Chicago 1994 Bid Committee nor any director, member, officer, employee or other representative of F.I.F.A., the Federation, the Organizing Committee, or the Chicago 1994 Bid Committee shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the governmental services planned and/or provided by the City, its agencies, departments and personnel relating to the 1994 World Cup, including without limitation those services described herein.

Exhibit "B".

(To Ordinance Establishing Obligations Of Parties Involved
In 1994 F.I.F.A. World Cup Host Committee
Agreement)

*Amended And Restated 1994 F.I.F.A. World Cup
Host Committee Agreement.*

This Amended and Restated Host Committee Agreement (the "Agreement") is entered effective as of _____, 1993 by and among World Cup U.S.A. 1994, Inc., a Delaware nonprofit corporation (the "Organizing Committee"), Chicago 1994 Bid Committee, an Illinois nonprofit corporation (the "Host Committee"), and the City of Chicago, a municipal corporation of the State of Illinois.

Recitals.

A. The Organizing Committee has been authorized by the Fédération Internationale de Football Association ("F.I.F.A."), which owns the rights to the F.I.F.A. World Cup, and by the United States Soccer Federation, a New York nonprofit corporation (the "Federation"), which is the national governing body of soccer within the United States and a member association of F.I.F.A., to organize and stage the 1994 F.I.F.A. World Cup (the "World Cup") in the United States.

B. On or before May 1, 1991, the City of Chicago submitted a bid to the Organizing Committee to present games of the World Cup ("Games") at Soldier Field (the "Stadium"), located in the Chicago area (the "Venue"). The bid was based on the Organizing Committee's Venue Specifications Package, dated January 5, 1990, as amended (the "V.S.P."). In the bid, as well as in the subsequent oral presentation in Los Angeles and in supplemental bid materials filed with the Organizing Committee (collectively referred to as the "Bid"), the City of Chicago offered to provide certain services and inducements to the Organizing Committee in connection with the World Cup.

C. As part of its evaluation and comparison of the communities, the Organizing Committee relied upon the commitments and assurances presented in the Bid.

D. The City of Chicago and the Organizing Committee entered into an Agreement, dated March 13, 1992 (the "Original Host Committee Agreement"), pursuant to which the rights and obligations of each party in connection with the World Cup in the Venue were established. Both the V.S.P. and the Bid were incorporated into the Original Host Committee Agreement by reference.

E. On March 23, 1992, the Organizing Committee announced the selection of the Stadium as a site for certain Games of the World Cup.

F. The City of Chicago now wishes the Host Committee to assume certain responsibilities of the City of Chicago pursuant to the Bid, the V.S.P. and the Original Host Committee Agreement, and the Host Committee is willing to assume such responsibilities.

G. The Organizing Committee, the City of Chicago and the Host Committee now wish to amend the Original Host Committee Agreement, wish to establish certain obligations on the part of the Host Committee and wish to restate their obligations to each other in connection with the World Cup by this Agreement.

Agreement.

Now, Therefore, In consideration of the foregoing, the parties agree as follows:

Section 1.

Organization And Management.

1.1 Recognition.

The Organizing Committee hereby recognizes the Host Committee as the host committee responsible for supporting the efforts of the Organizing Committee in connection with the Organizing Committee's responsibility to organize and stage the 1994 World Cup Games and related events at the Venue. The duties of the Host Committee and the City of Chicago will be as specified in this Agreement. In the event the Host Committee or the City of Chicago materially breaches this Agreement, the Organizing Committee will have the right, without prejudice to other remedies the Organizing Committee may have by law or otherwise under this Agreement, in its discretion, to withdraw this recognition, offset any payments due the Host Committee pursuant to Section 3 and terminate this Agreement.

1.2 Form Of Organization.

The Host Committee is, and during the term of the Agreement shall be, a nonprofit corporation duly organized, validly existing and in good standing under the state laws of the Venue and will timely prepare and file all returns and other documents necessary to comply with all laws affecting its tax-exempt status or as otherwise required by law to do business in the Venue. The charter documents of the Host Committee will at all times require (to the reasonable satisfaction of the Organizing Committee) that any surplus funds generated from the 1994 World Cup will be used exclusively to benefit the sport of soccer within the Venue. The Host Committee shall report to the Organizing Committee and the Federation on all activities or programs for which such surplus funds are used. The Host Committee shall adopt as a fictitious business name or "doing business as" name "Chicago Host Committee". All contracts to which the Host Committee is a party and all correspondence and other documents from the Host Committee shall use the full corporate name and fictitious business name of the Host Committee, and all employees and representatives of the Host Committee shall make clear to third parties that they are representatives of the Host Committee and not the Organizing Committee.

1.3 Host Committee Chairperson(s).

The Host Committee will be led by one or more Chairperson(s) who will be primarily responsible for the performance of the Host Committee's activities. To ensure the success of the 1994 World Cup, the Chairperson(s) must be, at all times, of significant stature and influence within the Venue, willing to make a substantial time commitment, particularly in 1994, and capable of bringing together all major constituencies within the Venue to work in harmony with the Organizing Committee in keeping with the spirit of the World Cup.

1.4 Venue Executive Director.

The Organizing Committee has appointed a Venue Executive Director for the Venue who became an employee of the Organizing Committee as of October 1, 1992, and who shall be responsible, within the Organizing Committee management structure, for all operational aspects of the organization and staging of the Games in the Venue. Unless otherwise agreed by the parties in writing, the Host Committee will pay the Venue Executive Director's salary for services rendered to the Venue from the date of his or her appointment through October 1, 1992.

1.5 Volunteer Coordinator.

A Volunteer Coordinator, who shall be an Organizing Committee staff member (paid or volunteer in accordance with policies developed by the Organizing Committee), shall report directly to the Venue Executive Director. The Volunteer Coordinator will be primarily responsible for recruiting and organizing volunteers at the Venue throughout the 1994 World Cup. The Host Committee shall assist the Organizing Committee in identifying volunteers. The Organizing Committee shall assist the Host Committee in providing volunteers for Host Committee events and office.

1.6 Soccer Representation.

The Host Committee will include, and actively involve in significant positions, members of state amateur (senior) and youth soccer associations, professional soccer franchises and other soccer organizations affiliated with the Federation as well as major constituencies such as relevant citizens and homeowners groups if residential housing exists in the vicinity of the Stadium.

1.7 Diversity.

The Host Committee will not discriminate in any way on the basis of age, sex, race, national origin, handicap, religion, or any other characteristic protected by law, in the conduct of its activities or its membership, and its membership shall reflect the diversity of the World Cup and the Venue.

1.8 Removal.

To ensure the effective working relationship between the Host Committee and the Organizing Committee, which is essential to a successful World Cup, upon consultation with the Host Committee and the reasonable good faith determination by the Organizing Committee of Cause and upon subsequent request by the Organizing Committee, the Host Committee shall terminate the employment or consultancy of or obtain the resignation of any senior employee, officer or director of or consultant to the Host Committee.

For the purposes of this Section 1.8, Cause shall be defined as any conduct which is demonstrably injurious to or threatens to impair the above-referenced working relationship, or which, on the part of such senior employee, officer, director or consultant, involves:

(a) willful misconduct or gross negligence; or

(b) dishonest or illegal conduct which brings, or if generally known has the likelihood of bringing, the World Cup, the Organizing Committee or F.I.F.A. into public disrepute, scandal or ridicule, or which reflects in a materially adverse manner on the reputation of the World Cup, the Organizing Committee or F.I.F.A.; or

(c) acts or failure to act which cause a material breach of this Agreement by the Host Committee; or

(d) in the case of a Host Committee Chairperson, the inability of such Chairperson to fulfill the requirements of a Host Committee Chairperson under Section 1.3.

1.9 Operational Responsibility.

Other than as specifically provided in this Agreement, as between the Host Committee, the City of Chicago and the Organizing Committee, all operational responsibilities in connection with staging the World Cup within, on, around or near the Stadium and the Licensed Premises (as defined in the Irrevocable License and Operating Agreement dated February 26, 1992 by and between the Organizing Committee and the Chicago Park District (the "Stadium Agreement")), and additionally, the

operational activities associated with all accredited individuals in connection with the World Cup, shall be vested in the Organizing Committee.

Section 2.

Host Committee Responsibilities.

2.1 Compliance.

The Host Committee will provide services to and perform duties for the Organizing Committee in the Venue to aid the Organizing Committee in promoting, organizing and staging the Games. All services and other activities required to be performed or provided by the Host Committee described in this Agreement will be performed or provided in compliance with all guidelines, standards, policies and directives developed from time to time by the Organizing Committee with respect to the obligations of the Host Committee undertaken herein and at the Host Committee's sole cost and expense. Attached as Schedule A is a list and summary of all Guidelines issued to date; Guidelines Numbers 3, 4, 5, 7, 8, 10, 11, 12 and 13 are incorporated herein by reference.

2.2 Host Committee Duties.

A. The Bid is incorporated herein by reference, provided that: (a) other than with respect to the items in (b) below: (i) any factual statements descriptive of the City of Chicago contained in the Bid shall not be deemed to be covenants or representations but rather descriptions of facts; (ii) to the extent this Agreement and the Bid address the same subject matters or are in conflict, this Agreement shall govern; (iii) the City and the Host Committee shall not be responsible for anything described in the Bid that they did not specifically agree to provide or agree would be provided to the Organizing Committee; and (iv) statements or representations regarding matters to which operational responsibilities have changed since the time of the Bid, including but not limited to, the use and availability of the Sears Tower, the staging of the F.I.F.A. Congress, training sites, responsibility for the opening ceremony, venue allocation, and staging of a concert, shall not be incorporated into the agreement; (b) provided, however, that notwithstanding anything to the contrary set forth in (a) above, the following sections of the Bid will remain in full force and effect:

1. All sections and provisions regarding special transportation services included anywhere in the Bid except as provided in (a) (1) above;
2. Article 1: Public Sector Support, notwithstanding the fact that the Organizing Committee may have operational responsibility for certain tasks pursuant to this Agreement in cooperation with governmental authorities, except as provided in (a) (2) above;
3. Article 2: Private Sector Support as follows:

Section 2.3 Decorative Elements

Section 2.7 Taxicabs (first and last paragraphs);

4. All resolutions and governmental commitments contained or referred to in the Bid shall remain in full force and effect, provided, however, that the sole responsibility of the City of Chicago with respect to those resolutions and commitments made by governmental and quasi-governmental entities other than the City of Chicago shall be limited to the use of best efforts of the City of Chicago to ensure that said resolutions and governmental commitments remain in full force and effect; notwithstanding the foregoing, the commitments of the City of Chicago and the Host Committee with respect to security services are as set forth in Sections 2.3(a) and 2.4, respectively.

B. The Host Committee shall:

- (a) act as the liaison between the Organizing Committee and the state and local governmental authorities having jurisdiction over matters relating to World Cup activities at the Venue;
- (b) facilitate with the relevant government agencies of both the City of Chicago and other governmental entities as necessary the provision of all governmental services (including: public safety, security and traffic control; fire and medical emergency; airport authority; trademark protection; scalping prevention; and vehicle licensing) reasonably necessary to the success of the 1994 World Cup in the manner described in the V.S.P.;
- (c) promote the sport of soccer and the 1994 World Cup in the Venue;

- (d) if and as requested by the Organizing Committee, provide hospitality or logistical assistance in hosting F.I.F.A. officials and dignitaries, foreign national association officers and representatives, journalists and other Organizing Committee authorized visitors (at their expense unless otherwise agreed) who travel to inspect and/or familiarize themselves with the Venue;
- (e) with the cooperation of the City of Chicago as set forth in Section 2.3(e), obtain local permits and authorizations to display banners, flags and other decorative items, and in the discretion of the Host Committee, supplement the number of banners, flags and other decorative items in the Venue (other than in the Stadium and Licensed Premises) using the graphics plan identified by the Organizing Committee (provided that no commercial identification rights are granted by the Host Committee to any entity in connection with such banners, flags or other items without the approval of the Organizing Committee);
- (f) refer all inquiries from potential volunteers for the Venue for the World Cup to the Volunteer Coordinator;
- (g) upon request by the Organizing Committee, use all reasonable efforts to identify suppliers (on a free of charge or discounted basis) for the use of special equipment including, without limitation, temporary trailers and chain link fencing to serve the operational needs of the Organizing Committee;
- (h) subject to the blackout dates set forth on Schedule B-1, the reserved concepts set forth on Schedule B-2, and the approval procedures and guidelines set forth on Schedule B-3, plan for the present cultural and entertainment events such as art programs, dance festivals, concerts and other similar activities in the Venue before and in conjunction with the Games of the World Cup. The Organizing Committee shall consult with the Host Committee in connection with the overall planning of the Venue Opening Ceremonies, provided, however, that the sole decision-making and approval authority shall remain with the Organizing Committee;
- (i) provide, or cause to be provided, to the Organizing Committee at Suite 330, 410 North Michigan Avenue, Chicago, Illinois 60611, free of charge, a handicapped accessible, reasonably furnished and equipped office, with telephone and facsimile services, appropriate for the use, at a minimum, by ten (10) individuals, including the Venue Executive Director, his or her assistant and the Volunteer Coordinator in connection with their World Cup related activities, in the offices of the Host Committee or at

another suitably located building in the Venue (the Organizing Committee shall, if necessary, pay all utilities attributable to the space), and will support the Organizing Committee in acquiring additional office space for the exclusive use of the Organizing Committee;

- (j) provide, or cause to be provided, to the Organizing Committee, free of charge from May 15, 1994 through July 8, 1994, at least 20,000 square feet of suitable, enclosed conference or exhibition space to use as a media subcenter at or in close proximity to the Stadium (such space will be suitable for use as a media subcenter and contain utilities including, without limitation, hot and cold water, adequate power, adequate telephone capabilities and adequate heating, venting and air conditioning, which will be provided at no cost to the Organizing Committee);
- (k) work with the convention and visitor's bureau and other tourism related organizations in the Venue and the Organizing Committee's communications arm to the travel industry, the National Tour Association (the "N.T.A."), to disseminate information about the World Cup and the Venue to the travel industry;
- (l) coordinate the activities of all public transportation agencies to develop and execute a plan for the transportation of members of the general public to and from the Stadium on Game days, and, for individuals accredited by F.I.F.A. or the Organizing Committee, arrange for complimentary use of all appropriate existing public transportation services to link airports, hotels designated by the Organizing Committee, the Stadium and other World Cup facilities;
- (m) subject to the requirements of Section 4.1, establish arrival and departure information centers for the general public at the airport and other transportation centers (V.I.P. arrival centers will be established by the Organizing Committee);
- (n) use its reasonable efforts to assist the Organizing Committee in causing business entities headquartered in the Venue to become Regional Supporters of the World Cup, with such sponsorship rights and benefits, and for such consideration, as the Organizing Committee deems appropriate; and
- (o) for services other than those listed herein, review and respond to requests of the Organizing Committee submitted in writing reasonably in advance of the services requested.

2.3 City of Chicago Duties.

Section 2.2(A) is incorporated herein by reference.

The City of Chicago will:

- (a) provide all necessary law enforcement and public safety services (including, without limitation, proper vehicular and pedestrian traffic control, security and police escorts as reasonably requested by the Organizing Committee, operational needs permitting) related to the World Cup within its jurisdictional responsibilities, except as otherwise provided for in Section 2.4;
- (b) provide all necessary fire and medical emergency services (including, without limitation, proper fire safety enforcement, emergency dispatch and paramedic services) related to the World Cup within its jurisdictional responsibilities;
- (c) pay to the organizing Committee an amount equal to (i) the total amount of all sales, ticket and other taxes imposed on the sale of tickets to Games held at the Venue; less (ii) an amount equal to five percent (5%) of the gross revenues from the sale of tickets to Games held at the Venue, if the amount of sales, ticket or other taxes imposed by local and state governmental authorities in connection with the sale of tickets to Games held at the Venue exceeds five percent (5%) of the gross receipts from the sale of such tickets;
- (d) exempt all official vehicles of the Organizing Committee from any City of Chicago licensing requirements and the cost thereof;
- (e) cooperate with the Host Committee in its efforts to obtain permits and authorizations from the City of Chicago to display banners, flags and other decorative items;
- (f) refer all inquiries from potential volunteers for the Venue for the World Cup to the Volunteer Coordinator;
- (g) not produce any events associated in name or by reference with the World Cup without the prior written approval of the Organizing Committee and the Host Committee;
- (h) support, cooperate with and assist the Host Committee in performing the Host Committee's obligations under Section 2.2(1); and

- (i) along with the Host Committee, cooperate with the Organizing Committee in locating suitable times and locations for a proposed Soccer Fest in the City of Chicago.

2.4 Security Services.

The Host Committee and the City of Chicago acknowledge and agree that the Organizing Committee is responsible for the provision of public safety, security and traffic control services only within the Licensed Premises and further acknowledge that the Organizing Committee will incur no cost, expense or have financial responsibility with respect to the provision of such services outside the Licensed Premises. The duties and responsibilities of the City of Chicago with regard to security are set forth in Section 2.3. Immediately upon execution of this Agreement, the Host Committee will use its best efforts to see that the security commitments of the County of Cook and the State of Illinois with regard to the World Cup activities are implemented and will assume responsibility for all costs which the County of Cook or the State of Illinois may seek to impose on the Organizing Committee in connection with any security services. The Host Committee will also seek to obtain (at no cost, expense or have financial responsibility to the Organizing Committee) from other governmental agencies and entities such additional public safety, security, traffic control and fire and medical services as are deemed necessary for World Cup events. To the extent that such additional services may be necessary the Host Committee will obtain from the government entity from which services may be necessary assurance that the entity will not impose on the Organizing Committee any cost, expense or liability for such services.

2.5 Duties Assumed By The Organizing Committee.

Notwithstanding anything to the contrary set forth in the Original Host Committee Agreement, the Bid or the VSP, the Organizing Committee hereby agrees to undertake the following duties and responsibilities, which previously were the responsibility of the City of Chicago. The Organizing Committee shall:

- (a) provide banners, flags and other decorative items to be set up, displayed and disassembled by the Host Committee in the Venue (other than in the Stadium and Licensed Premises);
- (b) recruit, train, manage and direct all volunteers required by the Organizing Committee for the Games at the Venue (other than volunteers assisting the Host Committee);

- (c) identify and exclusively reserve training sites for participating teams playing at the Venue and rehearsal fields for pregame and halftime show personnel; and
- (d) plan and arrange for all additional ground transportation services which may be necessary (beyond the existing public services described in Section 2.2(1) above, for which the Host Committee is already responsible) to and from airports, designated hotels, the Stadium and other World Cup facilities for accredited F.I.F.A. Family members.

Section 3.

Revenue Opportunities For The Host Committee.

3.1 Venue Allocation.

For all World Cup Games, the Organizing Committee will pay to the Host Committee an amount to be determined as set forth below (the "Venue Allocation") which will be paid to the Host Committee to assist the Host Committee in discharging its obligations under this Agreement. The Organizing Committee will distribute the Venue Allocation to the Host Committee in accordance with the terms of this Agreement. The distribution of the Venue Allocation will be in lieu of (i) any right of the Host Committee or the City of Chicago to purchase and repackage game tickets (except as provided in Section 3.3), (ii) any right of the Host Committee or the City of Chicago to share in World Cup Commemorative Coin revenues, (iii) any right of the Host Committee or the City of Chicago to share in Regional Supporter revenues except as provided in Section 3.2 and (iv) any other pledge made by the Organizing Committee to share revenues with the Host Committee or the City of Chicago. The Host Committee and the City of Chicago hereby release the Organizing Committee from any liability with respect to the foregoing items (i) through (iv). For each Game held at the Venue, the Organizing Committee will pay the Host Committee the sum of \$250,000 per Game held at the Venue if the Host Committee complies with all of the terms and conditions set forth in this Agreement. The Organizing Committee will distribute the Host Committee's share of the Venue Allocation pursuant to the following schedule:

- \$100,000 on or before the tenth day following the effective date of this Agreement;
- \$100,000 on or before September 1, 1993;

- \$150,000 on or before December 15, 1993;
- \$150,000 on or before April 1, 1994; and
- the balance, if any, on or before August 31, 1994.

3.2 Revenues From Regional Supporters.

- (a) For each Regional Supporter for the territory within the Venue's defined region, regardless of whether the Host Committee is a procuring cause for the sale, the Organizing Committee will pay to the Host Committee an amount equal to five percent (5%) of the total cash paid by the Regional Supporter in consideration for the rights granted to it in connection with the World Cup. Alternatively, for each Regional Supporter for the territory within the Venue's region which was a Bid Supporter of the City of Chicago, regardless of whether the Host Committee is a procuring cause for the sale, the Organizing Committee will pay to the Host Committee an amount equal to ten percent (10%) of the total cash paid by the Regional Supporter in consideration for the rights granted to it in connection with the World Cup.
- (b) In addition, the Host Committee shall have the right to negotiate an agreement with the Organizing Committee and/or World Cup '94 Marketing, pursuant to which the Host Committee can earn an additional commission for being the "procuring cause" for the sale of Regional Supporter packages. The terms of the commission agreement, including the amount of the commission, must be negotiated and reflected in a separate written agreement. The Host Committee acknowledges that it shall not be entitled to a commission on the sales of Regional Supporter packages in excess of the amount set forth above unless a commission agreement is fully executed. The Host Committee further acknowledges that it shall not be entitled to receive compensation, by commission or otherwise, with respect to any non-cash ("in-kind") contributions made by Regional Supporters, or any portion of the non-cash contribution for its own use.

3.3 Tickets.

- (a) The Organizing Committee shall develop a "premier series" ticket package. The Host Committee will receive a commission (set forth on Schedule C) on each such package sold by any entity for Games at the Venue from the date of execution of this Agreement through September 30, 1993 and on each such package sold by the Host Committee after September 30, 1993.

The Host Committee is authorized to enhance the packages with local amenities (such as tables to Host Committee dinners described in Section 3.4 below), and sell the packages (subject to certain restrictions, e.g. not more than 10 tickets to any one entity, or any tickets to a competitor of a Commercial Affiliate, without the prior written approval of the Organizing Committee) for an amount higher than the price of the packages without enhancements, and may retain the amount charged for the enhancements. All enhancement package elements must be approved in advance in writing by the Organizing Committee.

- (b) Except as provided in Section 3.3(a) above, the Organizing Committee has made no commitments or promises of any kind to the City of Chicago or to the Host Committee, or to any individuals who are members of or affiliated with the City of Chicago or with the Host Committee, with respect to 1994 World Cup tickets. The City of Chicago and the Host Committee each warrant that it has made no and, other than with respect to the Initial Allotment and Additional Allotments approved in writing by the Organizing Committee of "premier series" tickets referred to in Section 3.3(a) above, will make no commitments or promises of any kind to any individual or entity relating to tickets to World Cup Games. The Organizing Committee will honor any ticket commitments made by it to corporations with which it has contracted as Bid Supporters during the bid process.
- (c) Subject to the conditions set forth below, the Organizing Committee shall make available to the Host Committee upon the execution of this Agreement an Initial allotment ("Initial Allotment") of 250 such "premier series" ticket packages for the Games played at the Stadium. Upon receipt of payment by the Organizing Committee for the Initial Allotment and subject to the conditions set forth below and to continuing significant sales, the Organizing Committee shall make available to the Host Committee additional allotments ("Additional Allotments") of 250 ticket packages; provided, however, that in no case shall the sum of the Initial Allotment and any Additional Allotments exceed 2,000 Gold Series ticket packages and 7,500 Silver Series ticket packages.
- (d) The Initial Allotment and any Additional Allotments shall be made available to the Host Committee for sale provided that (i) neither the Host Committee nor the City of Chicago is in violation of this or any other Agreement it has entered into with the Organizing Committee, (ii) in the reasonable discretion of the Organizing Committee, the Host Committee and the City of Chicago have been cooperative and supportive of the manner in which the Organizing Committee intends to stage the Games, (iii) the Organizing Committee has received payment for the

Initial Allotment and any Additional Allotments previously committed to the Host Committee, (iv) in the reasonable discretion of the Organizing Committee, sales of such tickets by the Host Committee have been substantially successful in the sixty (60) day period following the grant of the Initial Allotment, and (v) the Organizing Committee has approved in writing a Request (as defined below) for such tickets.

The Host Committee shall submit to the Organizing Committee in writing a request ("Request") for the Initial Allotment of tickets. The Request shall include a description of what, if any, enhancements the Host Committee intends to include in its ticket packages. The Organizing Committee shall review the Request and, subject to the conditions set forth above, fulfill the Request by submitting its written approval within ten (10) business days of receipt of the Request. The Organizing Committee shall have no obligation to provide the Initial Allotment or any Additional Allotments of tickets to the Host Committee until such time as the Organizing Committee has submitted its written approval of the Request.

Additional Allotments shall be made available to the Host Committee pursuant to the same procedures described above.

- (e) The purchase price of ticket packages sold without enhancements shall be paid directly by the purchaser to the Organizing Committee. The Organizing Committee shall pay commissions owing to the Host Committee within thirty (30) days of receipt by the Organizing Committee of ticket proceeds on which such commission is to be paid. The purchase price of enhanced ticket packages shall be paid by the purchaser to the Host Committee, which shall forward the purchase price of the unenhanced ticket packages to the Organizing Committee within ten (10) days of receipt by the Host Committee, along with the names and addresses of the purchasers. The Host Committee shall advise such purchasers that notice of any change of address should be directed to the Organizing Committee. The Host Committee may retain its commission for its sale of enhanced ticket packages when forwarding the ticket proceeds to the Organizing Committee. All tickets will be sent directly to the purchasers by the Organizing Committee, provided, however, that no tickets will be sent until full payment has been received by the Organizing Committee for such ticket. The Host Committee will cause all purchasers of ticket packages sold by the Host Committee to sign the Organizing Committee's Premier Series Ticket Package Terms and Conditions.

- (f) The Host Committee shall not conduct any public advertising for "premier tickets".

3.4 World Cup Kickoff Dinners.

Subject to the blackout requirements set forth on Schedule B-1, the Host Committee is hereby authorized to stage two World Cup dinners, one in the Fall of 1993 and one during the period immediately prior to the first Game in the Venue. The Organizing Committee shall assist the Host Committee in booking talent for the dinners, will, if requested, provide speakers from among its officers, will cause U.S. National team players and other soccer celebrities to appear, will provide soccer related videos, and will otherwise assist the Host Committee in its efforts in hosting the dinners. If such dinners are held at hotels, the Host Committee shall hold the dinners at Sheraton Hotels participating in the World Cup marketing program provided competitive prices and services are offered by Sheraton. Tables to the dinners may be sold by the Host Committee as a benefit for the Host Committee. Any revenues associated with the dinners (less all expenses incurred by the Host Committee) shall belong to the Host Committee.

3.5 Entertainment And Cultural Events.

Subject to the terms and conditions of this Agreement, the blackout requirements and reserved concepts set forth on Schedules B-1 and B-2, and compliance with the procedures and guidelines set forth on Schedule B-3, the Host Committee is authorized to hold multiple cultural and entertainment events to showcase the Host Community in connection with the World Cup. Any revenues associated with these events (less all expenses incurred by the Host Committee) shall belong to the Host Committee unless otherwise agreed by the Host Committee and the Organizing Committee. In addition, in connection with the Opening Night Concert, of which the Organizing Committee and its co-producer shall have sole control and responsibility, the Organizing Committee shall pay to the Host Committee fifty percent (50%) of the Net Proceeds from live attendance at the Opening Night Concert, provided that the City of Chicago and the Host Committee shall use all reasonable efforts to assist the Organizing Committee in identifying and obtaining a suitable location for the Opening Night Concert and promoting the sale of the concert tickets, if and as requested by the Organizing Committee. For the purposes of this section, Net Proceeds shall mean (a) the sum of (i) live gate revenue and (ii) live ancillary revenue, less (b) the sum of (i) facility rental costs, (ii) facility operating staff expenses, (iii) facility insurance, (iv) box office and ticket marketing expenses, (v) facility security costs, and (vi) ancillary operating staff expenses and cost of goods. Net Proceeds shall not include any revenue from the television broadcast of the concert.

With respect to the opening ceremonies immediately preceding the first Game, the Organizing Committee will apprise the Host Committee on a semi-monthly basis of process regarding the production of the ceremonies and request Host Committee input regarding the ceremonies on an as needed basis, provided however, that the sole decision making and approval authority over the ceremonies shall remain with the Organizing Committee.

3.6 Licensed Merchandise And Other Opportunities.

The Organizing Committee shall use its reasonable efforts to assist the Host Committee in securing the following other sources of revenue:

- (a) as described in Guideline Number 4, the Host Committee is authorized to act as a retailer of official World Cup merchandise within the defined Venue territory (not to include the Licensed Premises), provided, however, that the Host Committee shall not establish any World Cup pin trading center in the Venue;
- (b) the Host Committee is authorized to contact Sports Marketing Group ("S.M.G."), the entity responsible for the production and sale of Game programs, to participate in the sale of Game programs for a commission to be negotiated between the Host Committee and S.M.G.;
- (c) the Host Committee is authorized to contact the appropriate governmental authority in its state to negotiate the terms of an agreement between the Organizing Committee, the Host Committee and the governmental authority, pursuant to which the Host Committee will be entitled to receive all royalties for the use of Marks on license plates (not license plate holders) issued in the state; and
- (d) the Organizing Committee shall use its reasonable efforts to make other revenue opportunities available to the Host Committee in connection with the sale of official pocket visitors guides and official art.

Section 4.

Miscellaneous.

4.1 Commercial Identification Prohibition.

Neither the Host Committee nor the City of Chicago shall, at any time,

offer, sell, grant, give away, confer or otherwise provide, whether orally or in writing, any commercial identification, association, advertising or other promotional rights relating to: (i) the World Cup, including, without limitation, the Games or other events held at the Venue; (ii) the Organizing Committee; (iii) the Host Committee (unless unrelated to soccer or the World Cup); (iv) F.I.F.A.; or (v) otherwise relating to the World Cup, to any person or entity. The Host Committee and the City of Chicago acknowledge that this prohibition applies to Commercial Partners (as defined below) and companies that are not Commercial Partners alike. The Host Committee and the City of Chicago acknowledge that they are not entitled to grant to any entity the right to any commercial affiliation or visibility with any information or welcome center or otherwise. The Host Committee and the City of Chicago acknowledge that they are not entitled to create any type of local sponsorship package, or to sell sponsorships of any kind, other than official Regional Supporter packages as described herein.

4.2 Exculpation.

It is expressly understood and agreed by the Host Committee, the City of Chicago and the Organizing Committee that neither F.I.F.A., the Federation, nor any director, member, officer, employee or other representatives of F.I.F.A., the Federation, the Organizing Committee, the City of Chicago or the Host Committee will incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of any agreement, express or implied, written or oral, between the Host Committee or the City of Chicago and the Organizing Committee. The Host Committee and the City of Chicago will look solely to the assets of the Organizing Committee for any recourse either may seek against the Organizing Committee. The Organizing Committee shall look solely to the assets of the Host Committee, or the City of Chicago with respect to the specific undertakings of the City of Chicago under this Agreement, for any recourse it seeks against such parties.

4.3 Required Clauses.

In each and every transaction the Host Committee enters, the Host Committee agrees to incorporate a commercial identification prohibition clause and an exculpation clause (which will provide that the transacting party will look solely to the assets of the Host Committee for any recourse) substantially in the form attached hereto as Schedule D.

4.4 Indemnification.

To the extent that any acts or omissions of the parties are not covered by issuance:

(a) The Host Committee will indemnify and hold harmless and defend the Organizing Committee, the City of Chicago and their officers, directors, agents, representatives, members and employees from and against any liabilities, damages, losses, claims, demands, recoveries, deficiencies, costs or expenses (including, without limitation, attorneys' fees and expenses) which such parties may suffer or incur in connection with, resulting from or arising out of: (i) any breach by the Host Committee or by any agent, affiliate, officer, director or employee of the Host Committee of any term, condition, representation, warranty or covenant of this Agreement, provided that the Host Committee will not have to defend or pay attorneys fees or expenses for the City of Chicago or the Organizing Committee for claims for breach of this Agreement between the parties hereto, or (ii) any negligent or wrongful act or omission of the Host Committee or any agent, affiliate, officer, director or employee of the Host Committee within the scope of this Agreement to the extent the Host Committee is liable therefore under law; provided, however, that the duty to defend shall not be dependent on the Host Committee liability being finally adjudicated by a court of competent jurisdiction to the extent that the Host Committee is not seeking contribution from the other parties to this Agreement.

(b) The City of Chicago will indemnify and hold harmless and defend the Organizing Committee, the Host Committee and their officers, directors, agents, representatives, members and employees from and against any liabilities, damages, losses, claims, demands, recoveries, deficiencies, costs or expenses (including, without limitation, attorneys' fees and expenses) which such parties may suffer or incur in connection with, resulting from or arising out of: (i) any breach by the City of Chicago or by any agent, affiliate, officer, director or employee of the City of Chicago of any term, condition, representation, warranty or covenant of this Agreement, provided that the City of Chicago will not have to defend or pay attorneys' fees or expenses for the Host Committee or the Organizing Committee for claims for breach of this Agreement between the parties hereto, or (ii) any negligent or wrongful act or omission of the City of Chicago or any agent, affiliate, officer, director or employee of the City of Chicago within the scope of this Agreement to the extent the City of Chicago is liable therefore under law; provided, however, that the duty to defend shall not be dependent on the City of Chicago's liability being finally adjudicated by a court of competent jurisdiction to the extent that the City of Chicago is not seeking contribution from the other parties to this Agreement.

(c) The Organizing Committee will indemnify and hold harmless and defend the Host Committee, the City of Chicago and their officers, directors, agents, representatives, members and employees from and against any liabilities, damages, losses, claims, demands, recoveries, deficiencies, costs or expenses (including, without limitation, attorneys' fees and expenses) which such parties may suffer or incur in connection with, resulting from or arising out of: (i) any breach by the Organizing

Committee, or by any agent, affiliate, officer, director or employee of the Organizing Committee of any term, condition, representation, warranty or covenant of this Agreement, provided that the Organizing Committee will not have to defend or pay attorneys' fees or expenses for the City of Chicago or the Host Committee for claims for breach of this Agreement between the parties hereto, or (ii) any negligent or wrongful act or omission of the Organizing Committee or any agent, affiliate, officer, director or employee of the Organizing Committee within the scope of this Agreement to the extent the Organizing Committee is liable therefor under law; provided, however, that the duty to defend shall not be dependent on the Organizing Committee's liability being finally adjudicated by a court of competent jurisdiction to the extent that the Organizing Committee is not seeking contribution from the other parties to this Agreement.

4.5 Severability.

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

4.6 Entire Agreement.

This Agreement reflects the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all prior or contemporaneous understandings and agreements in connection herewith, including the Recognition and License Agreement between the City of Chicago and the Organizing Committee.

4.7 Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. The parties hereto agree that any court within the State of Illinois will be a proper venue for disputes regarding this Agreement.

4.8 Independent Contractors.

The Host Committee, the City of Chicago and the Organizing Committee will each be and remain an independent contractor with respect to all rights obtained and services performed under this Agreement. No party hereto will have authority to bind another. The Host Committee understands, agrees and acknowledges that the Host Committee is solely responsible for

the payment of any taxes and/or assessments owing due to the payment of compensation to the Host Committee hereunder, or the performance of the services described herein or otherwise pursuant to this Agreement. The Host Committee is responsible for investigating any and all tax consequences to the Host Committee for the activities of the Host Committee set forth in this Agreement.

4.9 Cooperation With Commercial Partners.

The Host Committee and the City of Chicago will cooperate with all Official Sponsors, Official Partners, Regional Supporters, Equipment Suppliers, Licensees and other entities with commercial identification rights relating to the World Cup (collectively, "Commercial Partners"), will use its reasonable efforts in accordance with standard operating procedures of the City of Chicago (with respect to the City of Chicago) with respect to major events of this nature to prevent ambush marketing of the Commercial Partners in the Venues with respect to events associated either in name or by reference with the World Cup, and will recognize the Commercial Partners as Commercial Partners of the Host Committee.

4.10 Grant Of License.

Subject to the terms and conditions set forth in this Agreement, the Organizing Committee hereby grants to the Host Committee a nonexclusive right to use the copyrights, trademarks, trade names and service marks which are described on Schedule E hereto (the "Marks") in the Venue, solely for promotional purposes relating to the World Cup for the term of this Agreement, solely in accordance with guidelines established by the Organizing Committee, including, without limitation, that samples of all uses of the Marks must be approved in advance by the Organizing Committee as set forth in Guideline Number 4. The Host Committee will not have a right to sublicense its right to use the Marks to any person or entity for any reason or to resell any promotional items it has produced bearing the Marks. All uses of the Marks will comply with the World Cup graphics manual and will be of high quality.

4.11 Prohibited Names And Marks.

Other than as provided for in this Agreement, neither the Host Committee nor the City of Chicago shall use, and will prevent its affiliates, officers, directors, agents, representatives, shareholders and employees from using, as a corporate or other legal name, trademark, trade name or service mark, the words or Marks World and/or Cup or any derivation or equivalent thereof, or the numerals 1994 or any derivation or equivalent thereof or in any other way make use of such or other words, figures or marks in an effort

to attach a commercial identification with the World Cup. This section will survive any early termination of this Agreement until December 31, 1994.

4.12 Insurance.

(a) Insurance Maintained By Host Committee.

The Host Committee will at all times between the dates of execution of this Agreement and the expiration of the term of this Agreement, carry and maintain, at its own cost and expense, commercial liability insurance against claims for bodily injury, personal injury, death or property damage arising out of the Host Committee's activities under this Agreement. Such liability insurance will contain the following coverage extensions: contractual liability, independent contractor's liability, host liquor liability, and broad form property damage. The limits of such liability insurance will not be less than Two Million Dollars (\$2,000,000) combined single limits for death, bodily injuries and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Host Committee shall also carry and maintain nonowned automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence. The Host Committee will submit to the Organizing Committee and the City of Chicago an endorsement to its insurance policies naming the Organizing Committee, the City of Chicago, F.I.F.A. and the Federation, and their respective officers, directors, members, agents and employees, as additional insureds. The Host Committee will maintain at its own cost and expense adequate worker's compensation insurance in an amount not less than is required by applicable law covering all persons employed by the Host Committee. The carrier for all insurance hereunder shall be admitted to do business in the Venue and shall be an "A" rated carrier as provided by the Best's Key Rating Guide. All insurance shall provide for thirty (30) days prior written notice to be given to the Organizing Committee and the City of Chicago in the event coverage is substantially changed, canceled or non-renewed.

(b) Insurance Maintained By The Organizing Committee.

The Organizing Committee will at all times between the dates of execution of this Agreement and the expiration of the term of this Agreement, carry and maintain the types of insurance specified below, at its own cost and expense, with insurance companies authorized to do business in the State of Illinois for the staging of the World Cup in the City of Chicago:

(i) Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all Organizing Committee employees who are to provide services under this Agreement. Employer's liability coverage

with limits of not less than One Million Dollars (\$1,000,000) per occurrence shall be included.

(ii) Commercial Liability Insurance (primary and umbrella) or equivalent with limits of not less than Fifty Million Dollars (\$50,000,000) per occurrence and annual aggregate, for bodily injury, personal injury and property damage liability. Products/completed operation, explosion, collapse, underground, independent contractors, broad form property damage, advertising activity, cross liability and contractual liability coverages are to be included. The City of Chicago and the Host Committee are to be named as additional named insureds with respect to negligent acts or omissions of the Organizing Committee.

(iii) Automobile Liability Insurance for motor vehicles used by the Organizing Committee in connection with the Games and related activities at the Venue, 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 of Chicago and the Host Committee are to be named as additional named insureds with respect to the negligent acts or omissions of the Organizing Committee.

(iv) The Organizing Committee agrees to amend Section 28.03 item (1) "Commercial Liability" on page 60 and item (3) "Automobile Liability" on page 61 of the Stadium Agreement to name as an additional named insured the City of Chicago with the same coverage as afforded to the first named insured with respect to the Licensed Premises.

The Organizing Committee will furnish the Host Committee and the City of Chicago original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Such insurance shall provide for thirty (30) days prior written notice to be given to the Organizing Committee and the City of Chicago in the event coverage is substantially changed, canceled or non-renewed.

4.13 Term.

This Agreement will be effective as of the date hereof and will terminate on December 31, 1994, unless sooner terminated in accordance with this section, or otherwise as provided by the terms of this Agreement; provided, however, that Sections 4.1, 4.2, 4.3 and 4.11 hereof will survive the termination of this Agreement. If any party hereto materially breaches any of the terms, conditions, agreements or covenants to be performed by it pursuant to this Agreement, and such default continues uncured or unchanged for a period of fifteen (15) days after notice thereof has been given

in writing, either or both of the other parties hereto may immediately terminate this Agreement by providing written notice of termination.

4.14 No Assignment.

Neither the Host Committee nor the City of Chicago may assign or otherwise transfer any benefits or obligations under this Agreement without prior written consent of the Organizing Committee. Any purported assignment or transfer inconsistent with this provision will, at the option of the Organizing Committee, be null and void.

4.15 Further Assurances.

The parties agree to execute and deliver, or cause to be executed and delivered, such instruments and documents as the other party may reasonably request or require to more effectively carry out the purpose and intent of this Agreement.

In Witness Whereof, The parties hereto have executed the Agreement as of the day and year first written above.

World Cup U.S.A. 1994, Inc., a
Delaware nonprofit corporation

By: _____
Alan I. Rothenberg
Chairman, President and Chief
Executive Officer

By: _____
Scott Parks LeTellier
Managing Director and Chief
Operating Officer

Chicago 1994 Bid Committee, an
Illinois nonprofit corporation

By: _____
Jay A. Pritzker
Chairperson

The City of Chicago

By: _____

Name: _____

Title: _____

Schedules "A", "B-1", "B-2", "B-3", "C", "D" and "E" read as follows:

Schedule "A".

Guidelines.

A binder containing the Guidelines has been provided to the Host Committee at the Host Community Conference in Los Angeles, June 25 and 26, 1993.

Schedule "B-1".

Blackout Dates -- Chicago.

Pre-Venue Opening Day -- June 16, 1994.

Venue Opening Day -- June 17, 1994.

Schedule "B-2".

Reserved Concepts.

The following concepts are reserved for use by the Organizing Committee.

The Organizing Committee will attempt to include the Host Committee in such activities of the Organizing Committee, where appropriate. If the Host Committee wishes to present events in any of these categories, the parties shall work together to either incorporate the Host Committee's plans with those of the Organizing Committee or to permit the Host Committee to proceed with its plans, provided that all such events shall be approved by the Organizing Committee in its sole reasonable discretion. For events not associated in name or by reference with the World Cup, these concepts will not restrict the City of Chicago in any way.

- a. Fan Festivals.
- b. Construction or refurbishment of soccer fields and facilities prior to July 31, 1994.
- c. Independence Day Celebrations in 1994, provided, however that, with prior written approval of the Organizing Committee, the Host Committee may produce such celebrations if they are clearly identified with the 1994 World Cup and the Organizing Committee is given exclusive rights to television broadcast of the celebrations.
- d. Venue Opening Ceremonies.
- e. Stadium concerts on non-game days during the Exclusive Use Period, as defined in the Stadium Agreement.
- f. Televised or recorded music events or other televised or recorded cultural events. (The Organizing Committee may consider requests for waivers of this restriction pertaining to local telecasts.)
- g. Golf Tournament Events, provided, however, that, upon request of the Host Committee, the Organizing Committee shall use reasonable efforts to cause 1994 Sports Marketing to produce no more than two Golf Tournaments in the Venue at no cost or at a subsidized cost to the Host Committee with the Host Committee to share in 1994 Sports Marketing's share of profits generated by such Golf Tournaments.
- h. Chairman's Opening Party on June 17, 1994, provided, however, that the Organizing Committee shall use reasonable efforts to cause 1994 Sports Marketing to hold such party at the Navy Pier, subject to availability and provided that Navy Pier is available on competitive terms and conditions with comparable locations.

Schedule "B-3".

Approval Guidelines And Procedures.

1. A request for approval must be submitted to the Organizing Committee in advance for each event to be presented by the Host Committee. The Organizing Committee recommends that requests be submitted at least six (6) months in advance in order to allow the parties to attempt to work out any scheduling or other difficulties. The Organizing Committee also recommends that the request include as much detail as possible, including, the type of event, the date, the location and the expected attendance. For the convenience of the Host Committee, an approval form shall be provided by the Organizing Committee. The request for approval shall be submitted to the Organizing Committee at the following address:

World Cup U.S.A. 1994, Chicago
410 North Michigan Avenue, Suite 330
Chicago, Illinois 60611
Attention: Venue Executive Director
Telecopy: (312) 923-1983

With A Copy To:

World Cup U.S.A. 1994, Inc.
2049 Century Park East, Suite 4400
Los Angeles, California 90067
Attention: Charlene Ariza
Telecopy: (310) 552-1840

2. Within fifteen (15) days of receipt of the request for approval, the Organizing Committee shall notify the Host Committee in writing of its approval or disapproval of the event, which shall be in the Organizing Committee's sole discretion.

*Schedule "C".**Premier Series Ticket Package Commissions.*

Gold Series Ticket Packages	10%
Silver Series Ticket Packages	5%

*Schedule "D".**Required Clauses.***1. Commercial Identification Prohibition.**

All parties contracting with or providing services to Chicago 1994 Bid Committee, who is recognized as the official Host Committee for World Cup U.S.A. 1994, Inc. in the Chicago Venue (the "Host Committee") agree that neither they nor their affiliates, agents, representatives, employees, suppliers or subcontractors shall publicly disclose or publicize in any manner the nature of their transaction with or services provided to the Host Committee including, without limitation, (a) by referring to the transaction or the services, the Host Committee, World Cup U.S.A. 1994, Inc., World Cup U.S.A. 1994 or the 1994 World Cup in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials, (b) by using or allowing the use of the service mark "World Cup U.S.A. 1994" or any other service mark, trademark or trade name now or which may hereafter be associated with or owned or licensed by World Cup U.S.A. 1994, Inc., the United States Soccer Federation, World Cup '94 Marketing or the Fédération Internationale de Football Association (F.I.F.A.) in connection with any service or product, or (c) by otherwise disclosing their affiliation with the Host Committee, World Cup U.S.A. 1994, Inc. or the 1994 World Cup, unless an officer of World Cup U.S.A. 1994, Inc. specifically agrees in writing to such disclosure or publication prior to the disclosure or publication.

2. Exculpation.

It is expressly understood and agreed by all parties contracting with or providing services to the Host Committee, that (a) neither F.I.F.A., the United States Soccer Federation, World Cup U.S.A. 1994, Inc., World Cup '94 Marketing nor any director, member, officer, employee or other representative of F.I.F.A., the United States Soccer Federation, World Cup '94 Marketing or World Cup U.S.A. 1994, Inc. shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of any agreement, express or implied, written or oral, between such parties and the Host Committee and (b) all such parties shall look solely to the assets of the Host Committee for recourse.

Schedule "E".

World Cup Marks.

(See Attachment)

[Attachment referred to in this Schedule "E"
unavailable at time of printing.]

PERMISSION TO CONDUCT SIDEWALK SALES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration six (6) proposed orders to grant permission to conduct sidewalk sales on portions of specified streets (referred to committee on June 23 and July 14, 1993), begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

Atlas Stationers, Inc.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Atlas Stationers, Inc. for the conduct of a sidewalk sale at 227 West Lake Street, for the period of August 19 through 29, during the hours of 8:00 A.M. to 5:30 P.M. each day.

Chernin's Shoes.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Chernin's Shoes for the conduct of a sidewalk sale at 606 West Roosevelt Road, for the period of June 17th through June 20th and July 7th through July 11th, 1993, during the hours of 8:30 A.M. to 6:00 P.M. each day.

Emporium Luggage.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Emporium Luggage for the conduct of a sidewalk sale at 128 North Michigan Avenue, for the period of July 15th and 16th, 1993, during the hours of 9:00A.M. to 5:30 P.M. each day.

Heather's Bedding Company.
(Ms. Rwillla Gregory)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Heather's Bedding Company, Ms. Rwillla Gregory, 5901 West Division Street for the conduct of a sidewalk sale on West Division Street, in front of the store, for the period of July 23rd, 24th, 30th, 31st, August 6th and 7th, 1993 during the hours of 9:00 A.M. to 6:00 P.M., each day.

Uno Discount Store.
(Mr. Lee)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Uno Discount Store, Mr. Lee, 1425 West 18th Street for the conduct of a sidewalk sale on West 18th Street, in front of the store, for the period of July 8th, 9th, 10th, 11th, 29th, 30th, 31st, and August 1st, 1993 during the hours of 9:00 A.M. to 8:00 P.M., each day.

Women's Association For Chicago Symphony Orchestra.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Women's Association for Chicago Symphony Orchestra for the conduct of a sidewalk sale at 220 South Michigan Avenue, for the period of June 28th, 29th and 30th, 1993 during the hours of 10:00 A.M. to 5:00 P.M. each day.

PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
SPECIFIED STREETS FOR SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration three (3) proposed orders to close to traffic portions of specified streets (referred to committee on June 23 and July 14, 1993), begs leave to recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

Hoyne Wesleyan Church Children's Program.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Melvin Bronson, Vice Chairman, Hoyne Wesleyan Church, 2108 West Iowa Street, to close to traffic the 900 block of North Hoyne Avenue, during the hours of 5:00 P.M. and 6:30 P.M., for the period of August 16 through August 22, 1993, for the conduct of a children's program.

Museum Of Contemporary Art Sixth Annual Block Party.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Museum of Contemporary Art, 237 East Superior Street, to close to traffic that portion of West Superior Street, between North Sedgwick Street and North Orleans Street, from 6:00 A.M. on Friday, September 10 to 11:00 P.M. on Saturday, September 11, 1993, for the conduct of the sixth annual block party.

Saint William Church Summerfest.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Saint William Church, 2600 North Sayre

Avenue, to close to traffic West Wrightwood Avenue, between North Nordica Avenue and North Newland Avenue, for the conduct of their annual summerfest for the period of August 22 through August 30, 1993.

AUTHORIZATION FOR WAIVER OF CERTAIN PERMIT/LICENSE
FEES FOR PARTICIPANTS IN VARIOUS
SPECIAL EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration twelve (12) proposed orders authorizing the waiver of certain permit/license fees for participants in various special events (referred to committee on June 23 and July 14, 1993), begs leave to recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

Departmental Fees And Sureties.

Taste Of Polonia.

Ordered, That the City Comptroller is hereby authorized and directed to waive all departmental fees and sureties (street closing, tents, canopies, food vendors, non-food vendors, electrical work and raffle) for the "Taste of Polonia", sponsored by the Copernicus Foundation, 5216 West Lawrence Avenue, to be held on August 31 through September 7, 1993.

1993 Chicago Black Family Reunion Celebration.

Ordered, That the City Comptroller is hereby authorized and directed to waive all departmental fees and sureties for the 1993 Chicago Black Family Reunion Celebration, sponsored by the National Council of Negro Women, One East Erie Street, Suite 510, to be held at Arvey Field in Grant Park on July 17 and 18, 1993.

Food Vendor Permit/License Fees.

East Side Old Fashion Days Sidewalk Sale.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Food Vendor's Permit fees for the participants in the East Side Old Fashion Days Sidewalk Sale, to be held on Friday, July 16 and

Saturday, July 17, 1993 on South Ewing Avenue, between East 105th and East 106th Streets.

Lake View East Festival.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Food Vendor License fee for members of the Lake View East Chamber of Commerce participating in the Lake View East Festival, to be held June 26, 1993 on North Broadway (both sides) between West Surf Street and West Roscoe Street.

Mexican Fine Arts Festival.

Ordered, That the Department of Revenue, City of Chicago, waive the Food Vendor's Permit fees, for the participants in the Mexican Fine Arts Festival, to be held at 1859 West 19th Street, on Friday, June 18, 1993, during the hours of 5:00 P.M. to 9:00 P.M..

Food Vendor And Itinerant Merchant License Fees.

Edison Park Festival.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Food Vendor License fees and the Itinerant Merchant License fees for the participants in the Edison Park Festival, Edison Park Chamber of Commerce, 6655 North Avondale Avenue, for the period of September 10 and 11, 1993.

Itinerant Merchant License Fees.

Beverly Art Center 18th Annual Art Fair And Festival.

Ordered, That the Director of the Department of Revenue waive the Vendor's License fees for the itinerant merchants for the Beverly Art Center 18th Annual Art Fair and Festival, to be held on June 19 and June 20, 1993, at the Beverly Art Center, 2153 West 111th Street.

Chicago's New Eastside Art Works.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees for participants in Chicago's New Eastside Art Works, which will run during the period of August 20 through 22, 1993.

East Side Old Fashion Days Sidewalk Sale.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the license fees for the itinerant merchants participating in the East Side Old Fashion Days Sidewalk Sale, to be held on Friday, July 16 and Saturday, July 17, 1993 on South Ewing Avenue, between East 105th and East 106th Streets.

Navy Pier Art Fair.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the June 26 and 27, 1993 Navy Pier Art Fair.

*North Halsted Merchants Association Annual
Market Days Fair.*

Ordered, That the Director of the Department of Revenue waive the Vendor's License fees for the itinerant merchants for the North Halsted Merchants Association members participating in the Annual Market Days Fair, to be held on North Halsted Street, from the 3200 block to the 3600 block, on August 7 and 8, 1993, during the hours of 12:00 Noon to 9:00 P.M..

Miscellaneous Permit Fees.

*Lincoln Park Child Care Center/Jewish Council
For Youth Services Lemonade Sale.*

Ordered, That the Department of Revenue, City of Chicago, waive the permit fees for the Lincoln Park Child Care Center/Jewish Council for Youth Services Lemonade Sale, to be held August 2, 1993 during the hours of 10:00 A.M. to 3:00 P.M., on the east side of North Sheffield Avenue, from West Grace Street to 25 feet south thereof, and on the south side of West Grace Street, from North Sheffield Avenue to 25 feet east thereof.

ISSUANCE OF VARIOUS LICENSES, FREE OF CHARGE, TO
SUNDRY ORGANIZATIONS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration three (3) proposed orders authorizing the issuance of certain licenses, free of charge, to sundry organizations (referred to committee on July 14, 1993) begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

Louis A. Weiss Memorial Hospital.
(Food Vendor License)

Ordered. That the Director of the Department of Revenue is hereby authorized and directed to issue free of charge to Louis A. Weiss Memorial Hospital, 4646 North Marine Drive, the Food Vendor License for July 10, 1993.

Louis A. Weiss Memorial Hospital.
(Special Event License)

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue free of charge to Louis A. Weiss Memorial Hospital, 4646 North Marine Drive, the Special Event License for July 10, 1993.

Saint William Church Summerfest.
(Food Vendor License)

Ordered, That the Director of the Department of Revenue issue Food Vendor Licenses, free of charge, to the food vendors participating in Saint William Church Summerfest to be conducted on West Wrightwood Avenue, between North Nordica and North Newland Avenues, for the period of August 23 through August 30, 1993.

AUTHORIZATION TO EXEMPT NORTH LAKE VIEW BRANCH
PUBLIC LIBRARY FROM PAYMENT OF SIDEWALK
PERMIT FEES FOR ANNUAL BOOK SALE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration one (1) proposed order to exempt the North Lake View Branch Public Library from payment of Sidewalk Permit fees for their annual book sale (referred to committee on June 23, 1993), begs leave to

recommend that Your Honorable Body *Pass* the proposed order, which is transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to exempt the North Lake View Branch of the Public Library, 3754 North Southport Avenue, from the payment of Sidewalk Permit fees for their annual Sidewalk Book Sale to be conducted during the period of June 25 and 26, 1993, from 9:00 A.M. to 6:00 P.M. each day.

COMMITTEE ON TRANSPORTATION AND
PUBLIC WAY.

DESIGNATION OF AUGUST 21 THROUGH AUGUST 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.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 *Adopt* a resolution designating August 21st through August 28th as "Freedom Colors Dream Week in Chicago". This ordinance was referred to the committee on July 14, 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 resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Global Committee Commemorating King Days of Respect will observe its ninth annual Dream Day Celebration and Quest/Parade during "Freedom Colors Dream Week" August 21st through 28th; and

WHEREAS, Global Committee Commemorating King Days, the only organization in the world that observes three days that coincide with the birth (January 15), death (April 4) and August 28 (Dream March on Washington) anniversaries of Dr. Martin Luther King, Jr. in a color commemorated consciousness concept called the Days of Respect Tradition to culturally capture the principles of human rights, non-violence and peace, is working with a university in Canada to present the Days of Respect to the United Nations for global observance; and

WHEREAS, Ms. Dee D. Smith Simmons, founder of Global Committee Commemorating King Days of Respect, a Montessori educator, author, evangelist, activist and poet conceived the idea for Emmett Till Road and uses street namings as an educational tool for the dissemination of sacrifices and contributions to history and humanity made by American-born Blacks into the larger community to promote consciousness, social equality and institutional respect; and

WHEREAS, "Freedom Colors Dream Week" will kickoff on August 21st with a Red, White and Blue Celebrate US Party in front of the DuSable Museum where the unveiling of an 8 foot tall, International Music Wall of Respect to honor Heritage Music will take place from 3:00 P.M. to 5:00 P.M.; and

WHEREAS, A special commemoration honoring the 130th anniversary of the Emancipation Proclamation will be Hands Across E.T. Road: A Human Love Chain of Truth and Vision Standing Up for Justice and Reparations; and

WHEREAS, E.T. Road, named after 14 year old, Chicagoan, Emmett Till, stretches from 71st at South Lake Shore Drive to 71st at Kedzie Avenue, all affected Aldermen: Lawrence Bloom, Arenda Troutman, John Steele, Allen Streeter, Shirley Coleman and Virgil Jones are asked to simultaneously play "Lift Every Voice and Sing" during the E. T. Road Motorcade "Raised Fist of Power and Prestige through Voting Salute" honoring millions of slain Africans and American-Africans on Red, Black and Green Heritage Sunday -- August 22nd beginning at 12:45 P.M.; and

WHEREAS, Following the Hands Across E.T. Road Motorcade will be a Food, Fashion and Fun Red, Black and Green Heritage Celebration at the South Shore Cultural Center featuring local and national stars; and

WHEREAS, "Freedom Colors Dream Week" will end on Dream Day August 28th at Marquette Park, 67th Street at California, 11:00 A.M., with the Dream Day Quest/Parade during which Reverend Dr. Martin Luther King, Jr.'s "I Have a Dream" speech will be played in its entirety commemorating the 30th anniversary of the Dream/March on Washington and the 38th anniversary of the nightmare (kidnap/lynching) of Emmett Till with a "Vision of Fairness for the Future" program; and

WHEREAS, Emmett Till and Medger Evers are the only people mentioned in Reverend Dr. Martin Luther King's "I Have a Dream" speech. A special in spirit of "Cultural Rights" street dedication for Medgar Evers will take place commemorating the historic site, on Mann in Marquette Park, where Reverend Dr. Martin Luther King, Jr. and others cars were burned in 1966, before he was stoned on Emmett Till Road (71st Street) bringing Open Housing to Chicago; and

WHEREAS, All humanity, during Freedom Colors Dream Week, are invited to, wear red, white and blue colors on August 21st, red, black and green colors on Heritage Sunday -- August 22nd and black and white colors on Dream Day -- August 28th in the Spirit of "W.A.O." (Way-o, WeAreOne) Chicago, "W.A.O." America and "W.A.O." World; now, therefore,

Be It Resolved, That we, the Mayor and the City Council of Chicago, gathered here this fourth day of August, 1993, do hereby designate August 21 through August 28 as "Freedom Colors Dream Week in Chicago" and urge all citizens to be cognizant of the visual observance, activities and programs arranged for this time; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Dee D. Smith Simmons of Global Committee Commemorating King Days of Respect.

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 July 14, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

Mr. Thomas M. Begel.

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

SECTION 1. Permission and authority are hereby given and granted to Thomas M. Begel, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use existing masonry walls and a new masonry pier and overhead projection aligning with existing masonry

walls along the public right-of-way adjacent to the premises at 20 West Burton Place. Said existing masonry walls shall be described as follows:

1. Seven (7) feet in length, point forty-five (.45) feet in width and thirty-six (36) feet in height.
2. One (1) foot in length, point zero five (.05) feet in width and thirty-six (36) feet in height.
3. Thirty (30) feet in length, point forty-two (.42) feet in width and eleven (11) feet in height.
4. Twenty-five (25) feet in length, point twenty-four (.24) feet in width and eleven (11) feet in height.

Said total is forty (40) square feet of the public right-of-way being used.

Said new masonry pier and overhead projection shall be described as follows:

1. Twelve (12) feet in length, point forty-two (.42) feet in width and twenty-two (22) feet in height.
2. Six (6) feet in length, one point forty-two (1.42) feet in width and twenty-two (22) feet in height.

Said drawings and print shall be hereto attached. Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

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 Three Hundred

and no/100 Dollars (\$300.00) 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 these privileges 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.

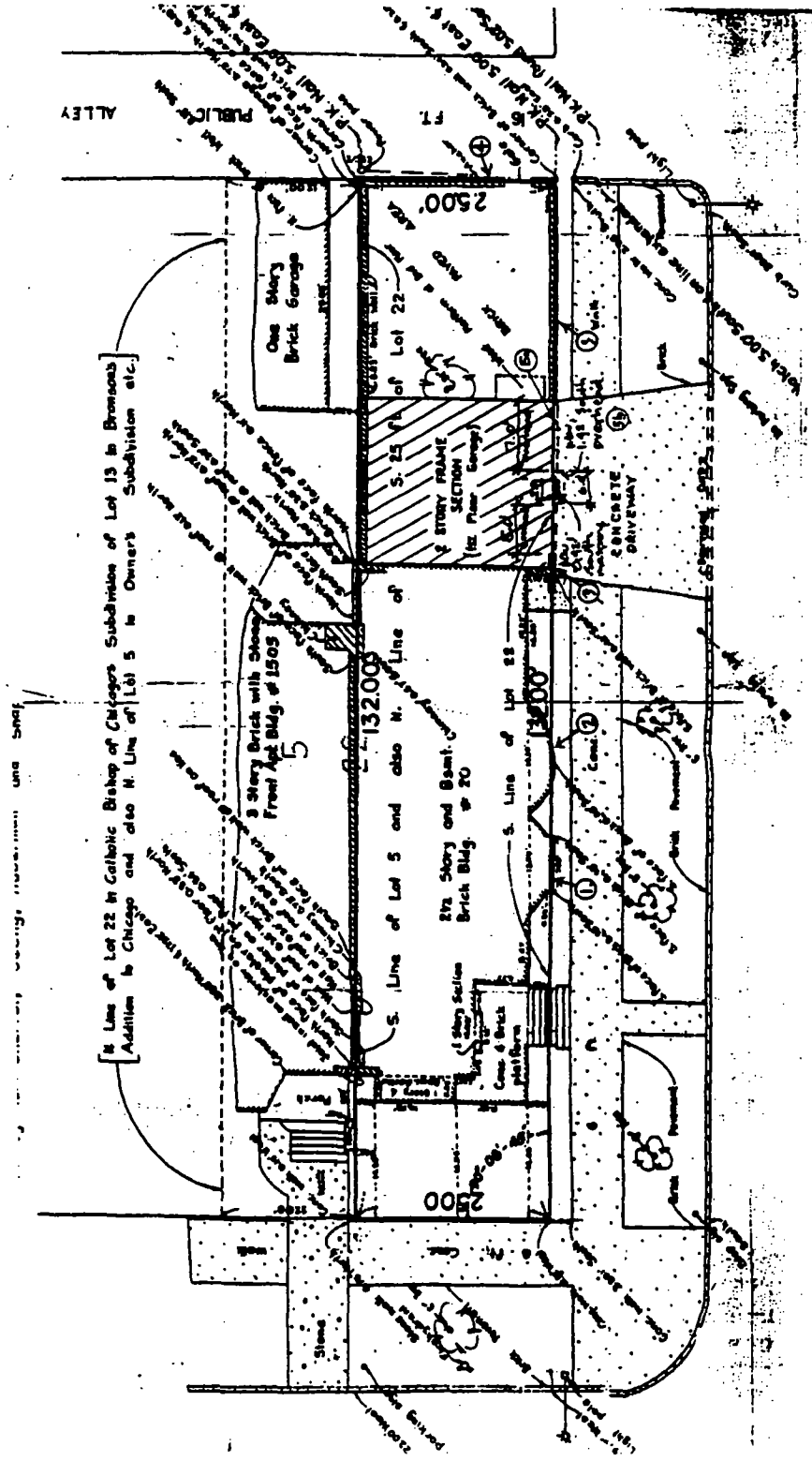
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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.

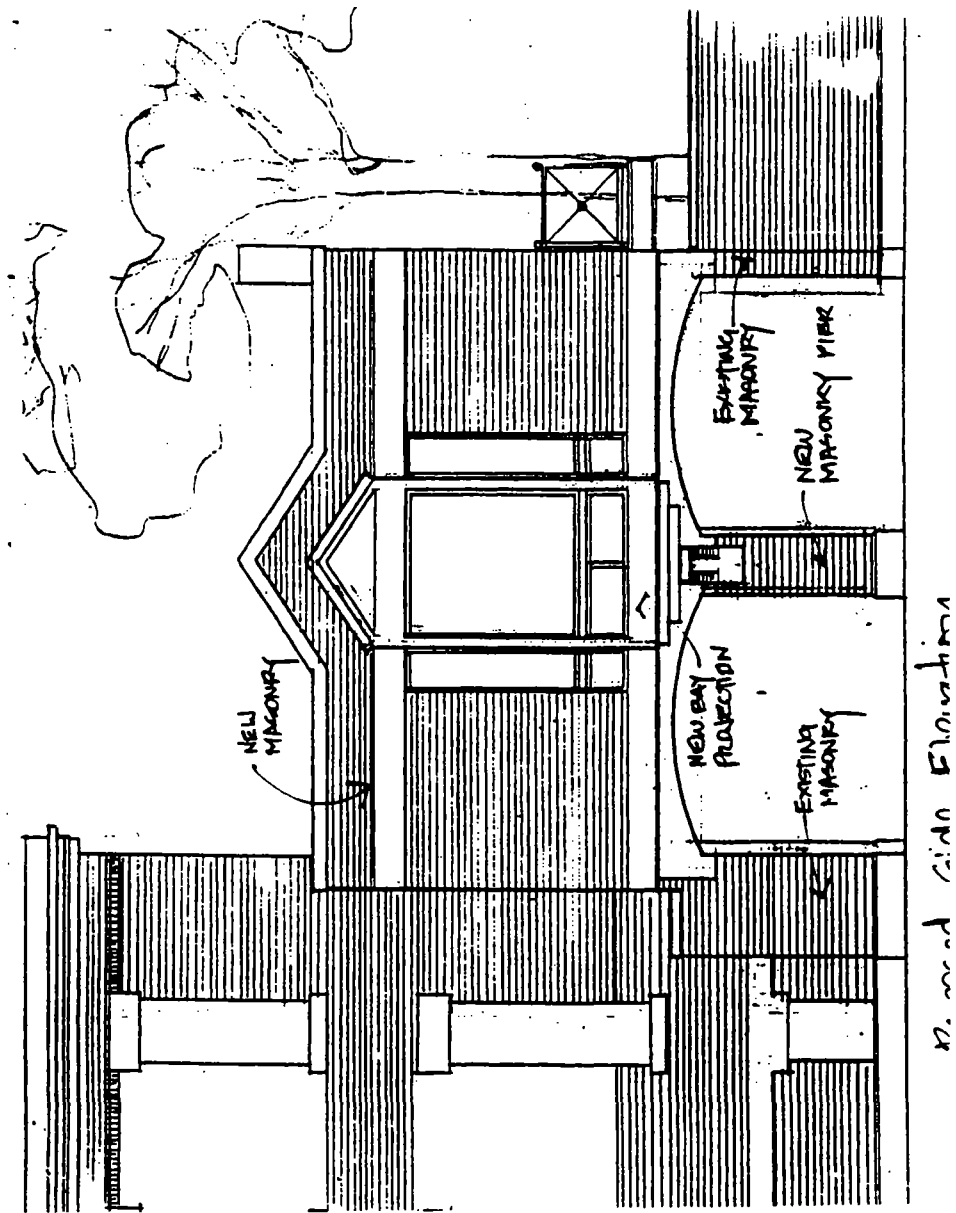
SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawings attached to this ordinance printed on
pages 36818 through 36819 of this Journal.]

Ordinance associated with this drawing printed on pages 36814 through 36817 of this Journal.



Ordinance associated with this drawing printed on pages 36814 through 36817 of this Journal.



Mr. Lawrence Craelius.

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

SECTION 1. Permission and authority are hereby given and granted to Lawrence Craelius, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform and canopy adjacent to the premises at 1100 West Fulton Street. Said loading platform shall not exceed one hundred (100) feet in length, sixteen (16) feet, six (6) inches in width, nor two (2) feet in height above the established grade on North Aberdeen Street. At the curb intersection on both West Fulton Street and North Aberdeen Street the ramps seven (7) feet in width shall be maintained with an iron railing at the inner edge of said ramps. Canopy not to exceed one hundred (100) feet in length nor fourteen (14) feet in width, for a period of five (5) years from and after July 2, 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 Two Thousand Eighteen and no/100 Dollars (\$2,018.00) 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 36823 of this Journal.]

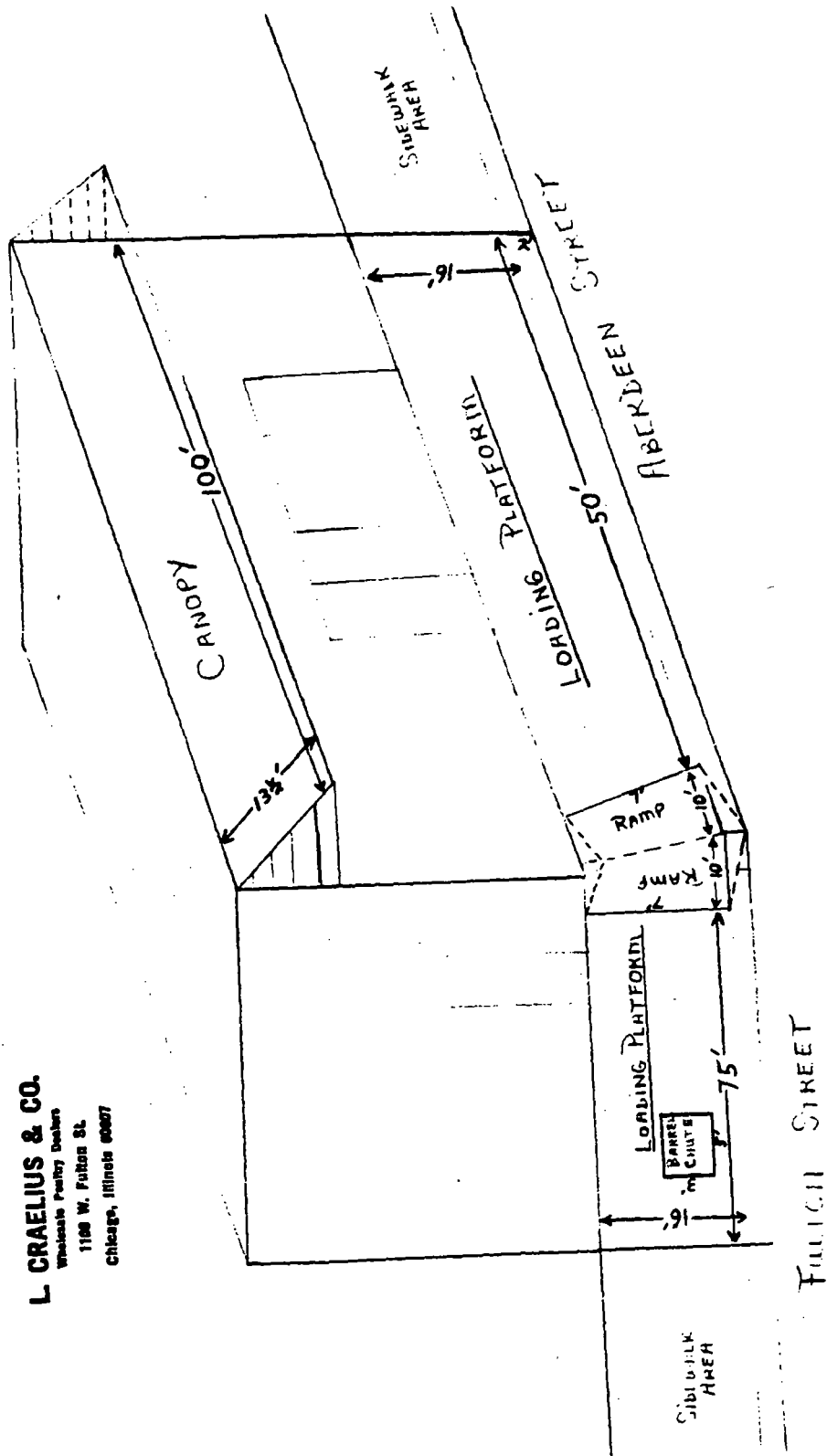
The Ford Motor Company.

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

SECTION 1. Permission and authority are hereby given and granted to The Ford Motor Company, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use a pedestrian bridge over and across East 130th Street, west of South Torrence Avenue and adjacent to the premises known as 12600 South Torrence Avenue. Said pedestrian bridge shall measure one hundred (100) feet in length, eight (8) feet in width and shall allow fifteen (15) feet of clearance from ground level to the bottom of the bridge and then said bridge shall commence to an elevation of approximately twenty-five (25) feet above ground level. Said

(Continued on page 36824)

Ordinance associated with this drawing printed on pages 36820 through 36822 of this Journal.



L CRAELIUS & CO.
Wholesale Feathers Dealers
1100 W. Fulton St.
Chicago, Illinois 60607

(Continued from page 36822)

bridge is a prefabricated structure with wire mesh screening that is designed to carry Ford Company employees from an overflow parking lot located on the site south of East 130th Street (city road) to the Ford Assembly Plant. Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

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 Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago 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 36827 through 36828 of this Journal.]

*Graceland Cemetery Company And Trustees Of The
Graceland Cemetery Improvement Fund.*

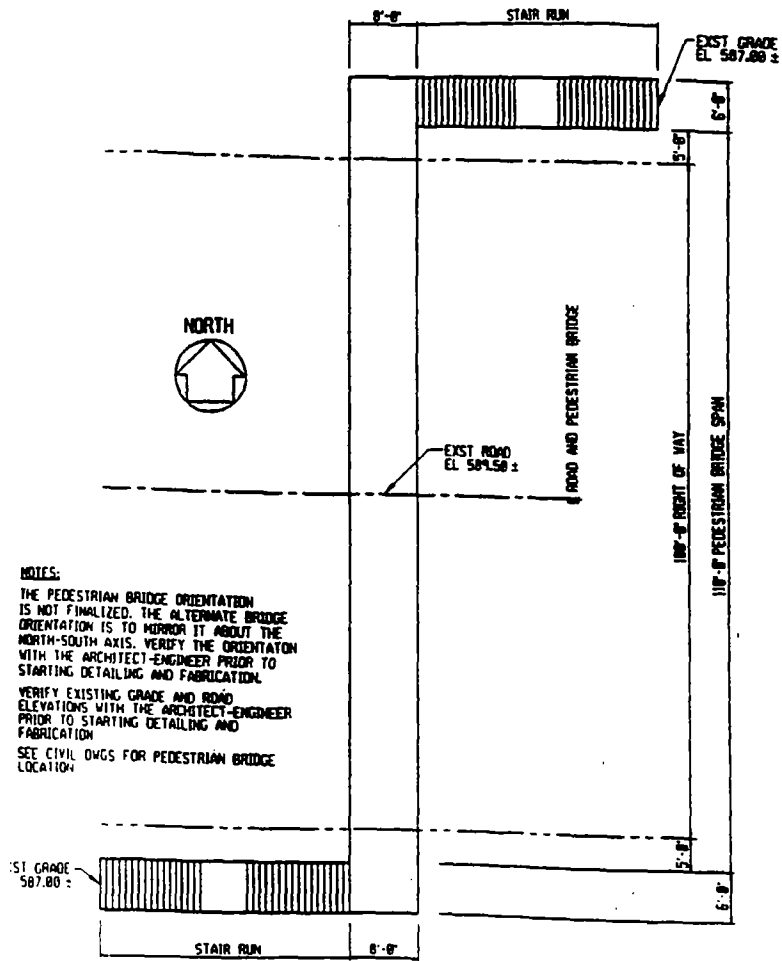
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Graceland Cemetery Company and Trustees of the Graceland Cemetery Improvement Fund, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use a sewer line in the public way adjacent to its premises located at 4001 North Clark Street. Said sewer line shall be at a depth of seven (7) feet, shall be one (1) foot in width, and shall run under North Seminary Avenue a total distance of two hundred (200) feet, thence turn at a right angle to run under West Buena Avenue a total distance of forty-five (45) feet, and thence tie into an existing sewer. Authority for the above named privilege shall exist by authority herein granted for a period of five (5) years from and after July 28, 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

(Continued on page 36829)

Ordinance associated with this drawing printed on pages 36822 through 36826 of this Journal.

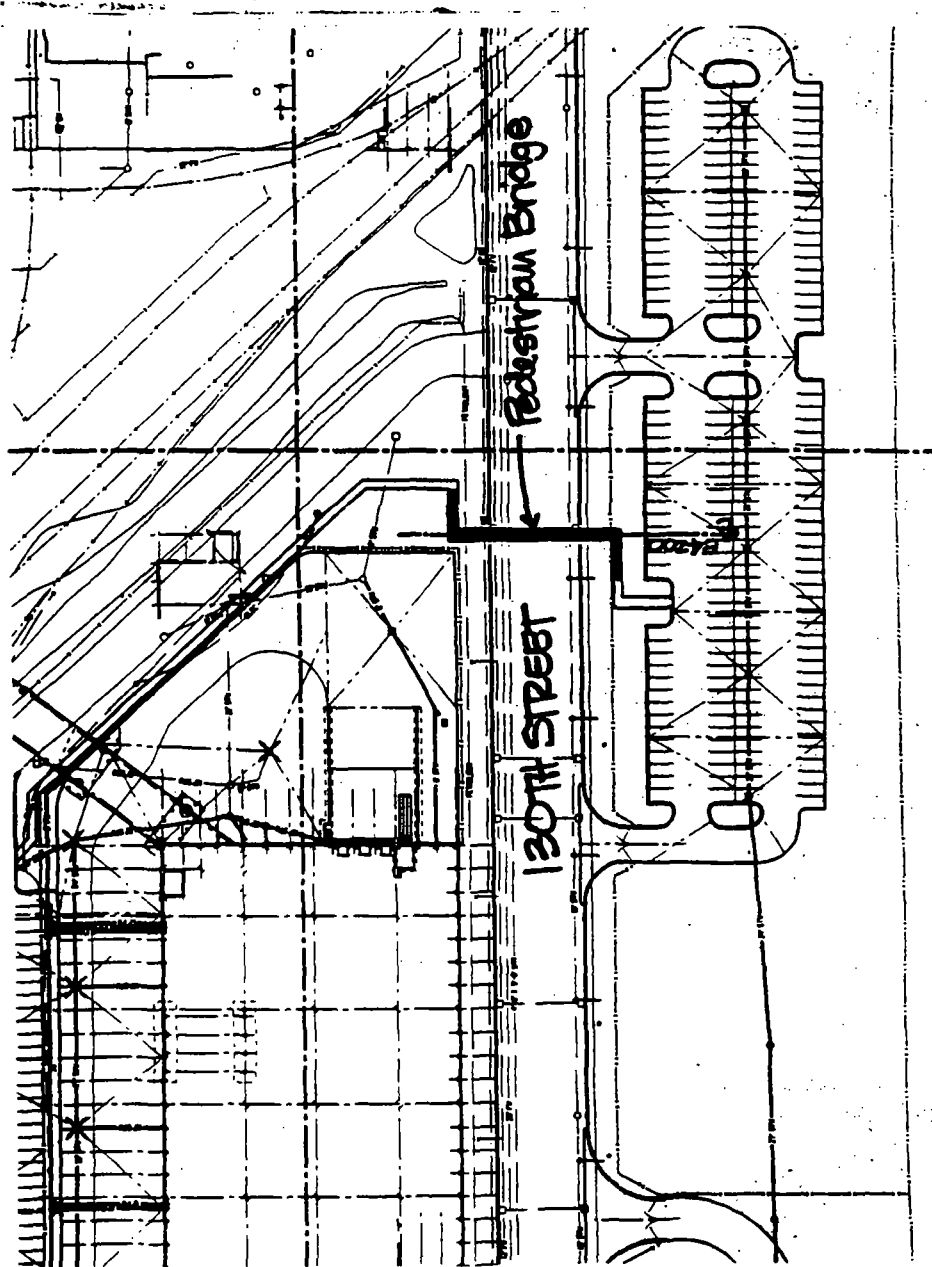


NOTES:
THE PEDESTRIAN BRIDGE ORIENTATION IS NOT FINALIZED. THE ALTERNATE BRIDGE ORIENTATION IS TO MIRROR IT ABOUT THE NORTH-SOUTH AXIS. VERIFY THE ORIENTATION WITH THE ARCHITECT-ENGINEER PRIOR TO STARTING DETAILING AND FABRICATION.
VERIFY EXISTING GRADE AND ROAD ELEVATIONS WITH THE ARCHITECT-ENGINEER PRIOR TO STARTING DETAILING AND FABRICATION.
SEE CIVIL DWGS FOR PEDESTRIAN BRIDGE LOCATION.

PEDESTRIAN BRIDGE LAYOUT PLAN

SKETCH STR-1

Ordinance associated with this drawing printed on pages
36822 through 36826 of this Journal.



(Continued from page 36826)

ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Ninety-five and no/100 Dollars (\$395.00) 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 36832 of this Journal.]

Illinois Auto Truck Company.

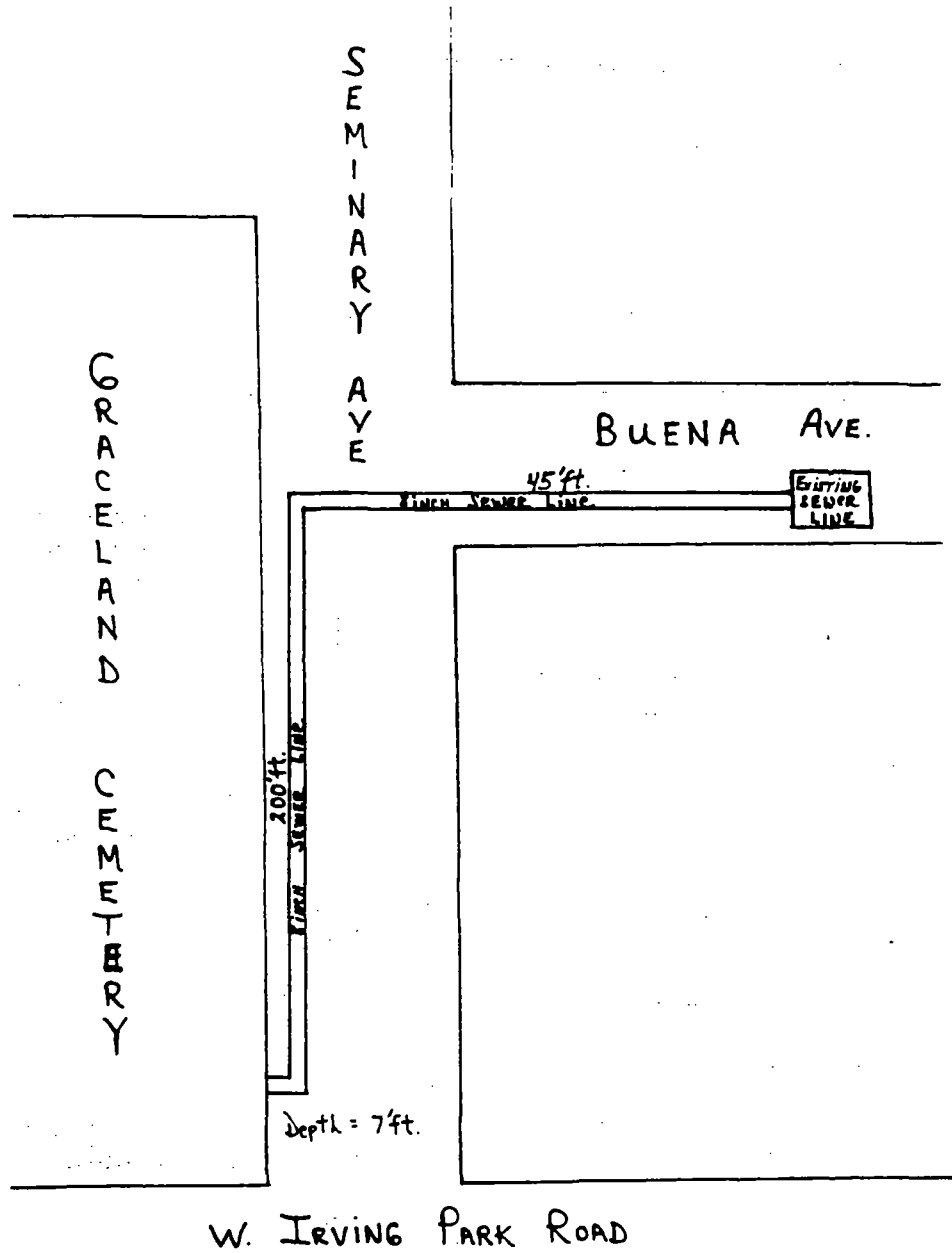
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Illinois Auto Truck Company, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) four (4) inch plastic conduits, containing telephone lines. Said conduits are installed at a minimum of two (2) feet below street grade, with sand backfill, under and across the sixty-six (66) foot right-of-way of South Wabash Avenue in a diagonal direction at a point on the east side of South Wabash Avenue of approximately two hundred thirty-nine (239) feet south of the south line of East 26th Street and at a point on the west side of South Wabash Avenue approximately two hundred fifty-four (254) feet south of the south line of East 26th Street, connecting premises at 2617 South Wabash Avenue with 2624 South Wabash Avenue. Authority is herein granted for a period of five (5) years from and after July 7, 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.

(Continued on page 36833)

Ordinance associated with this drawing printed on pages
36826 through 36831 of this Journal.



(Continued from page 36831)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars (\$216.00) 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.

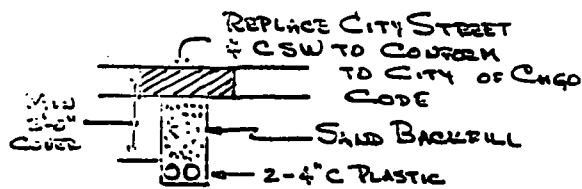
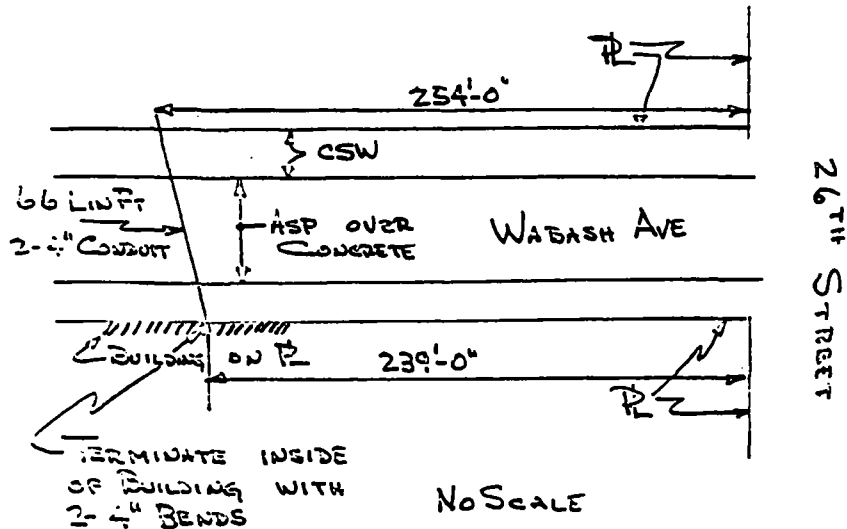
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 36835 of this Journal.]

Ordinance associated with this drawing printed on pages 36831 through 36834 of this Journal.



TYPICAL CROSS SECTION

PLAN NOTES

1. ALL EXCAVATIONS SHALL BE BACKFILLED WITH SAND
2. ALL RESTORATION SHALL CONFORM TO CITY OF CHGO CODE
3. TWO LANES OF TRAFFIC SHALL BE MAINTAINED AT ALL TIMES
4. OPENINGS SHALL BE PLATED DURING NON-WORKING HOURS
5. CALL "DIGGER" 744-7000 48 HRS IN ADVANCE OF STREET OPENING

CONDUIT INSTALLATION
 UNDER WABASH AVE
 FOR
 ILLINOIS AUTO TRUCK CO, INC
 2617-25 S. WABASH AVE
 CHICAGO, ILLINOIS
 60616

Northwestern University.

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

SECTION 1. Permission and authority are hereby granted to Northwestern University, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use seventy-one (71) tiebacks and piping for an underground sprinkler system adjacent to the parking structures commonly known as 333 East Erie Street and 222 East Huron Street.

333 East Erie Street:

A. East Erie Street.

1. Sewer And Irrigation System And Related Piping.

- A. One (1) water service valve in basin. Basin is approximately 4 feet, 0 inches in diameter and 6 feet, 0 inches deep.
- B. 4 inches in diameter landscaping drain lines, including 4 inch in diameter handhole access for backwater valves, and piping cleanouts extended to grade.
- C. Irrigation sprinkler water piping for landscaping. Said piping shall measure from 1 inch to 2 inches in diameter.

B. East Ontario Street.

1. Sewer And Irrigation System And Related Piping.

- A. One (1) new sewer manhole approximately 4 feet, 0 inches in diameter and 6 feet, 0 inches deep.
- B. 4 inches in diameter landscaping drain lines, including 4 inch in diameter handhole access for backwater valves, and piping cleanouts extended to grade.

- C. Irrigation sprinkler water piping for landscaping. Said piping shall measure from 1 inch to 2 inches in diameter.

C. All of the above piping noted for East Erie Street and East Ontario Street shall occupy approximately ninety-nine (99) square feet of space.

222 East Huron Street:

A. East Huron Street.

1. Sewer And Irrigation System And Related Piping.

- A. One (1) new sewer manhole approximately 4 feet, 0 inches in diameter and 6 feet, 0 inches deep.
- B. 4 inches in diameter landscaping drain lines, including 4 inch in diameter handhole access for backwater valves, and piping cleanouts extended to grade.
- C. Irrigation sprinkler water piping for landscaping. Said piping shall measure from 1 inch to 1½ inches in diameter.

B. East Superior Street.

1. Sewer And Irrigation System And Related Piping.

- A. Two (2) new sewer manholes, each approximately 4 feet, 0 inches in diameter and 6 feet, 0 inches deep.
- B. 4 inches in diameter landscaping drain lines, including 4 inch in diameter handhole access for backwater valves, and piping cleanouts extended to grade.
- C. Irrigation sprinkler water piping for landscaping. Said piping shall measure from 1 inch to 1½ inches in diameter.
- D. One (1) new water service valve manhole, approximately 4 feet, 0 inches in diameter and 6 feet, 0 inches deep.

C. All of the above piping noted for East Huron and East Superior Streets shall occupy approximately ninety-nine (99) square feet of space.

D. Tiebacks.

Seventy-one (71) tiebacks measuring one and one-quarter (1.25) inch in diameter at lengths varying from twenty-five (25) to thirty (30) feet shall be located underground in the public right-of-way as follows:

East Superior Street.

Twenty-six (26) tiebacks using a total of three hundred (300) square feet of space in the public right-of-way.

East Huron Street.

Twenty-six (26) tiebacks using a total of three hundred (300) square feet of space in the public right-of-way.

North St. Clair Street.

Nineteen (19) tiebacks using a total of one hundred sixty-three (163) square feet of space in the public right-of-way as shown on prints hereto attached.

Said above descriptions shall cover the parking garage located at 333 East Erie Street and the parking garage located 222 East Huron Street.

Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

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 One Thousand Five Hundred Thirty-three and no/100 Dollars (\$1,533.00) 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.

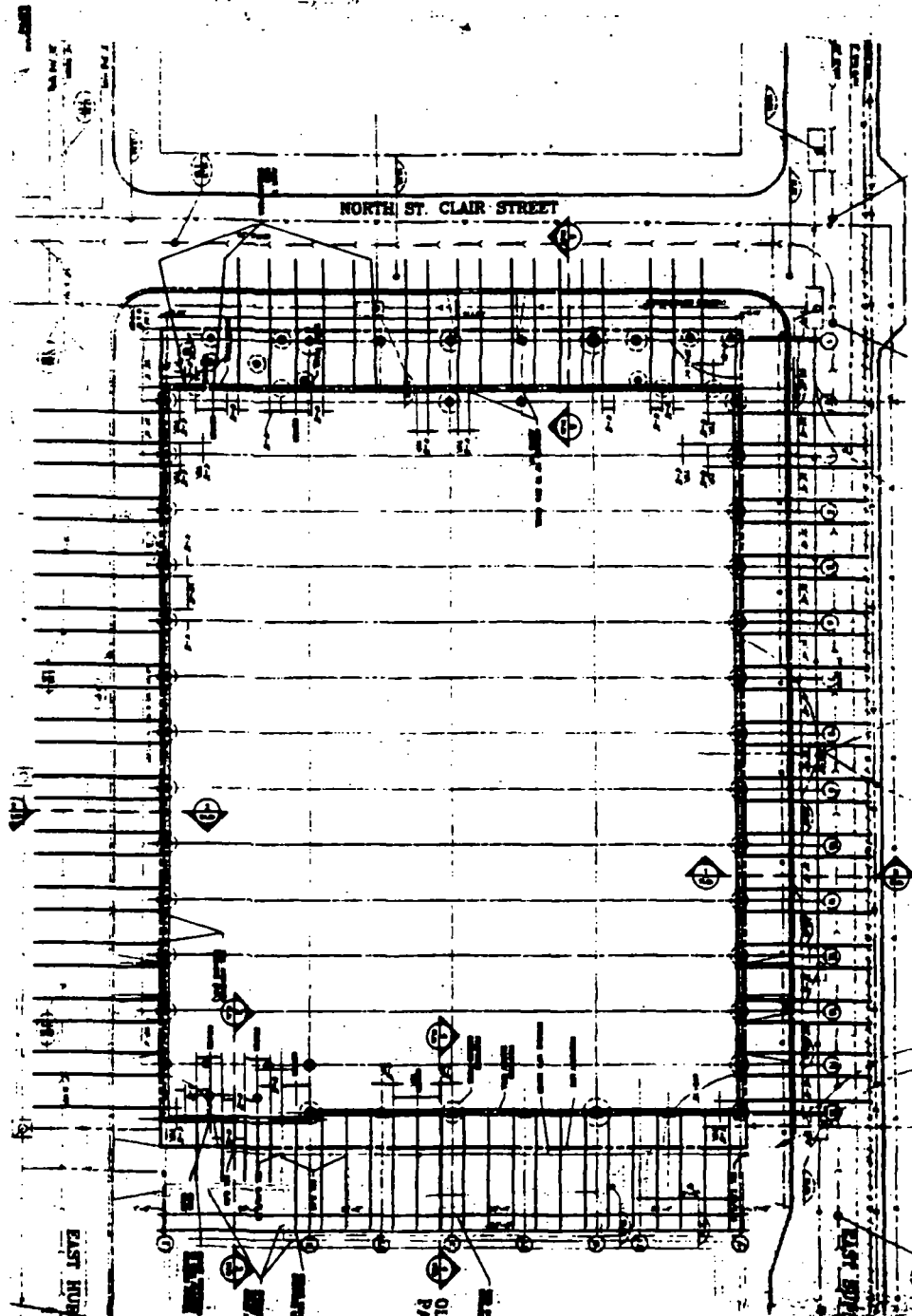
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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.

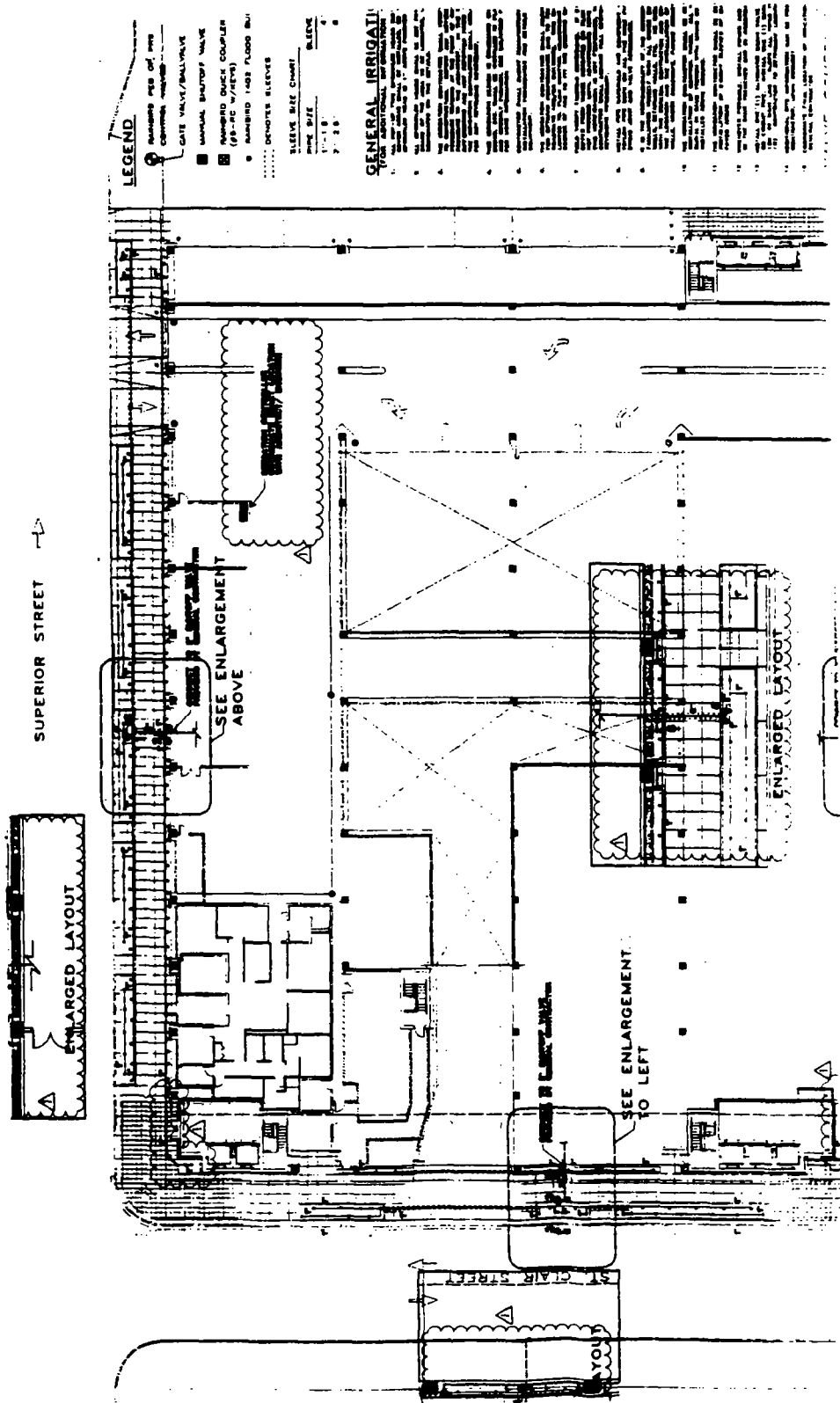
SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawings attached to this ordinance printed on
pages 36841 through 36845 of this Journal.]

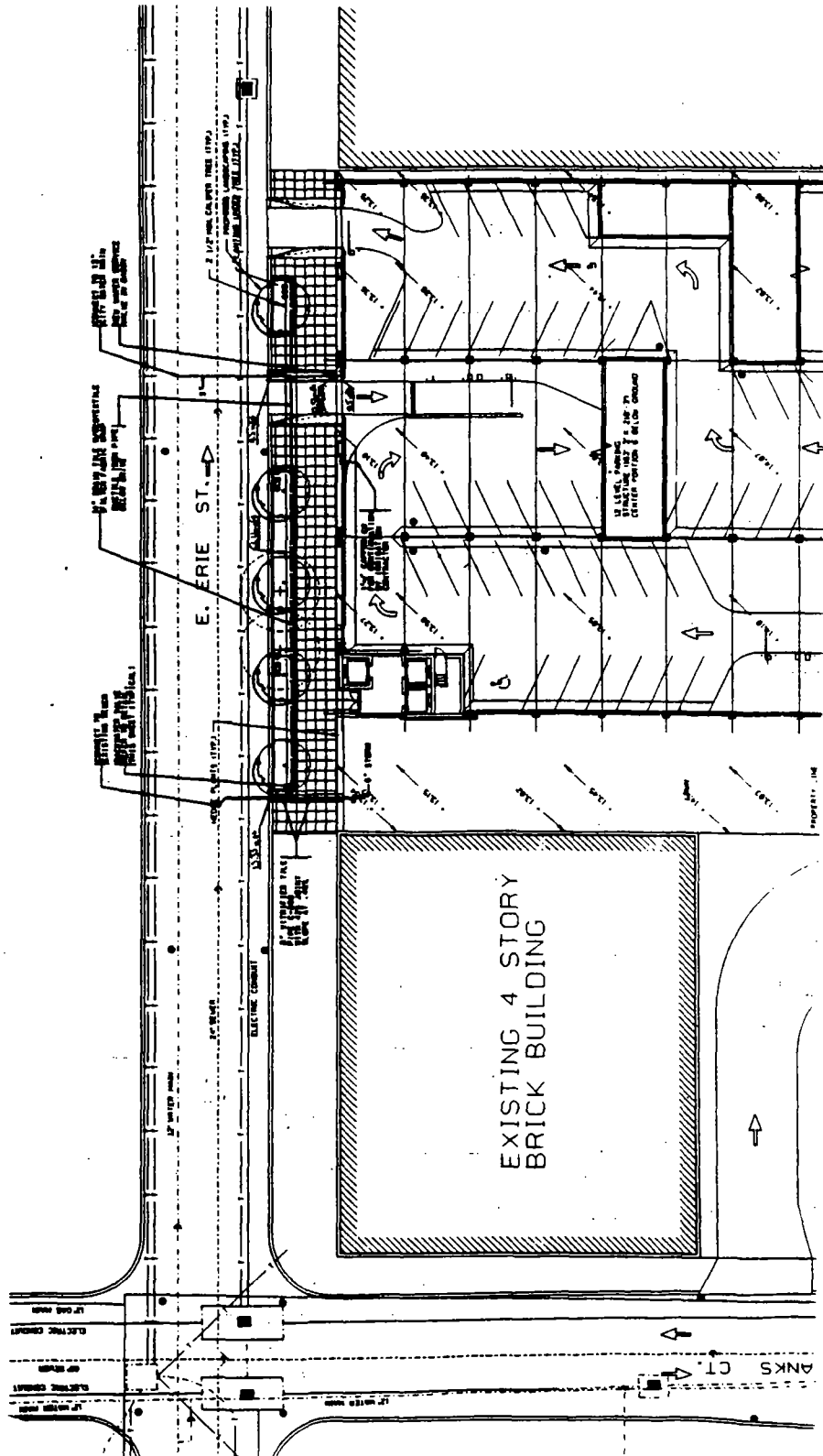
Ordinance associated with this drawing printed on pages 36836 through 36840 of this Journal.



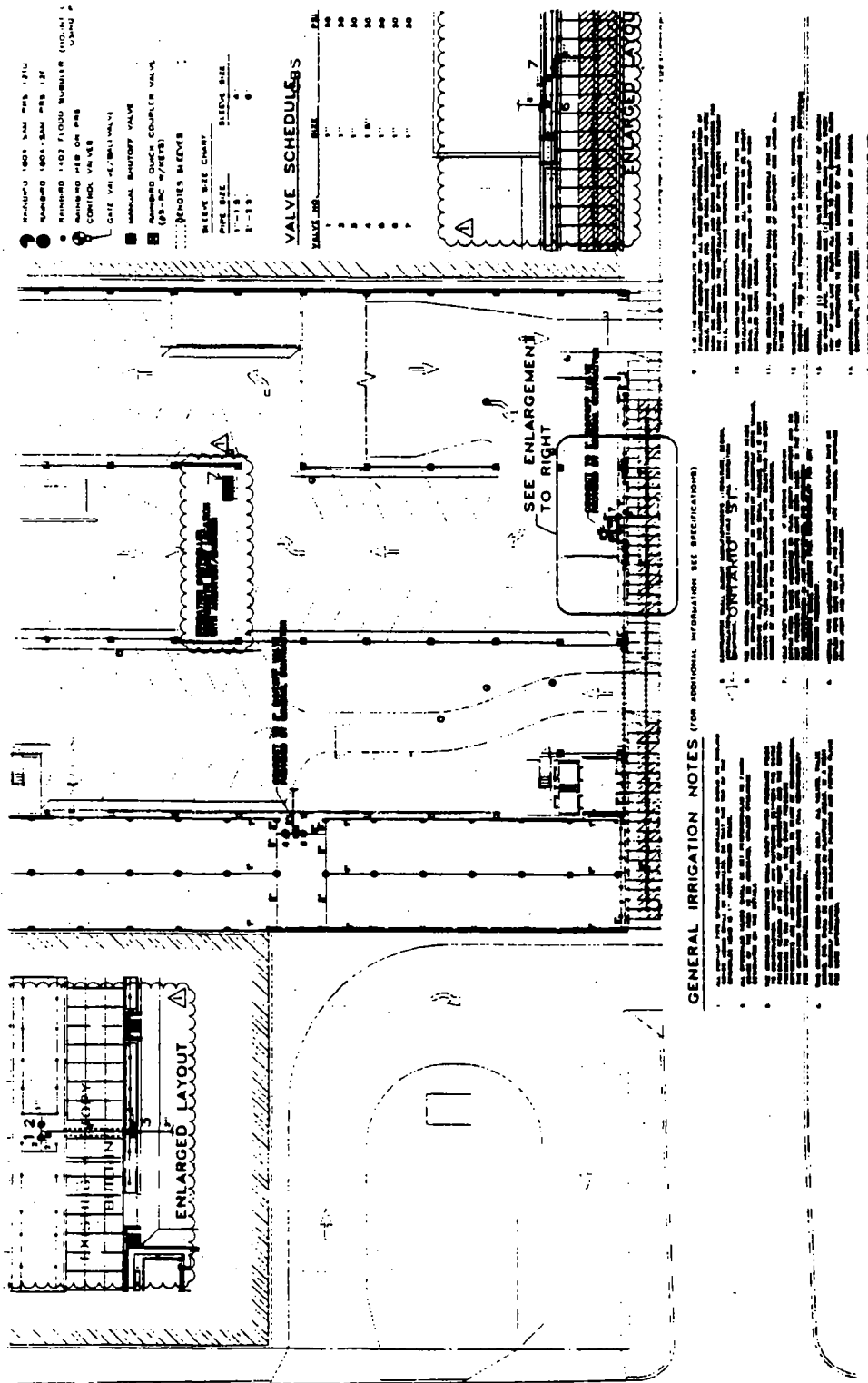
Ordinance associated with this drawing printed on pages 36836 through 36840 of this Journal.



Ordinance associated with this drawing printed on pages 36836 through 36840 of this Journal.



Ordinance associated with this drawing printed on pages 36836 through 36840 of this Journal.



Oakdale Covenant Church.

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

SECTION 1. Permission and authority are hereby given and granted to Oakdale Covenant Church, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a portion of the public right-of-way along South Vincennes Avenue for diagonal parking of cars adjacent to the premises located at 9440 South Vincennes Avenue. Said area to be utilized shall occupy approximately twelve thousand (12,000) square feet of City-owned property and shall be five hundred thirteen (513) feet in length and approximately twenty-four (24) feet in width and shall be located along the east side of South Vincennes Avenue, between West 95th Street and West 94th Street. Said area shall be paved with asphalt, have two (2) concrete driveways and shall be surrounded by steel guardrails, as shown on prints hereto attached. Authority herein given and granted shall be for a period of five (5) years from and after the date of passage.

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 Nine Hundred Eighty and no/100 Dollars (\$980.00) 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 36849 through 36850 of this Journal.]

Riverwest Citi Homes.

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

SECTION 1. Permission and authority are hereby given and granted to Riverwest Citi Homes, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use three (3) fences along the public right-of-way along North Racine Avenue adjacent to the premises known as 921 -- 933 North Racine Avenue.

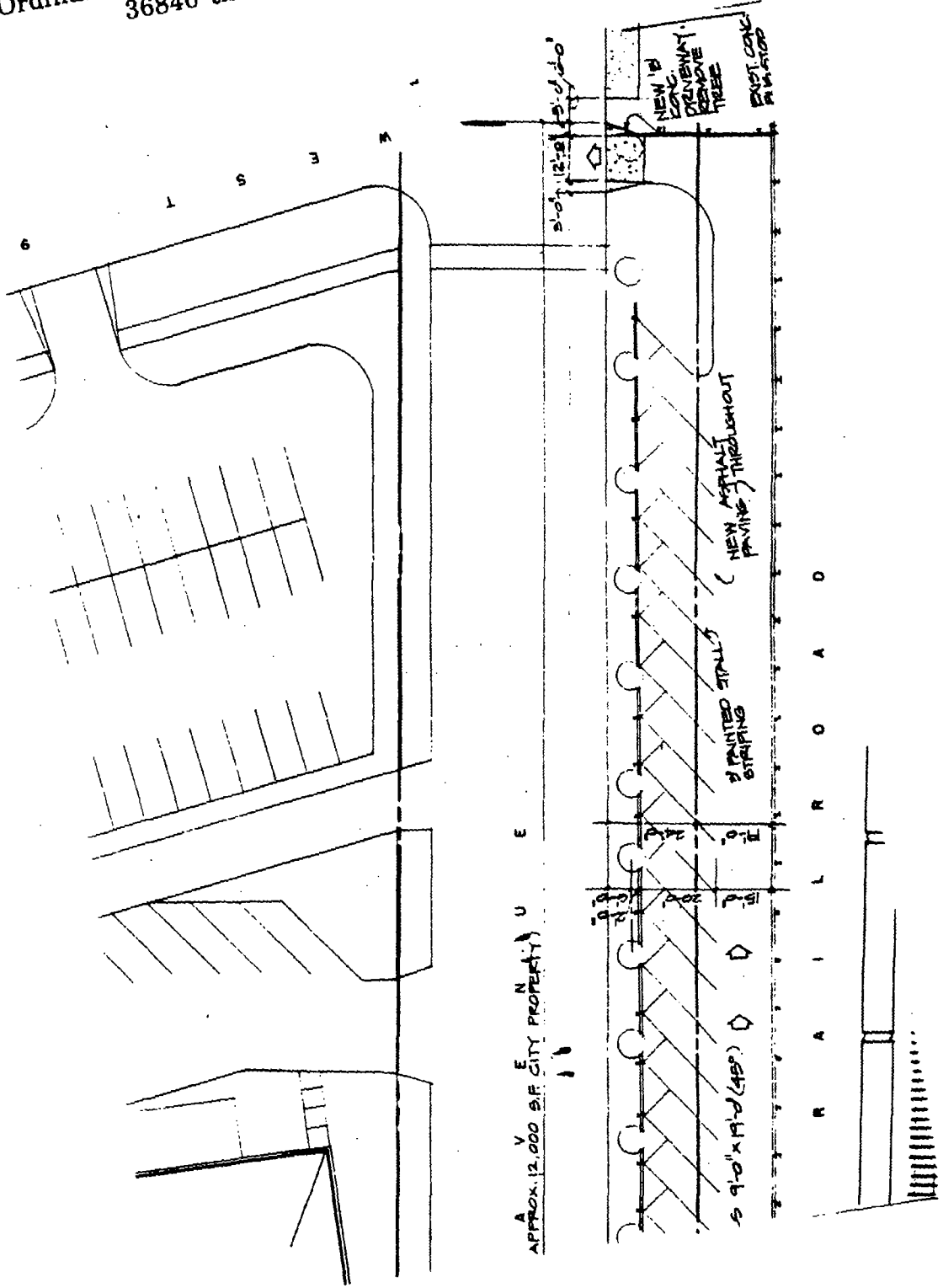
Said fence Number 1 shall be located at 921A North Racine Avenue and shall measure fourteen (14) feet in length, four (4) inches in width and six (6) feet in height for a total of approximately five (5) square feet of space.

(Continued on page 36851)

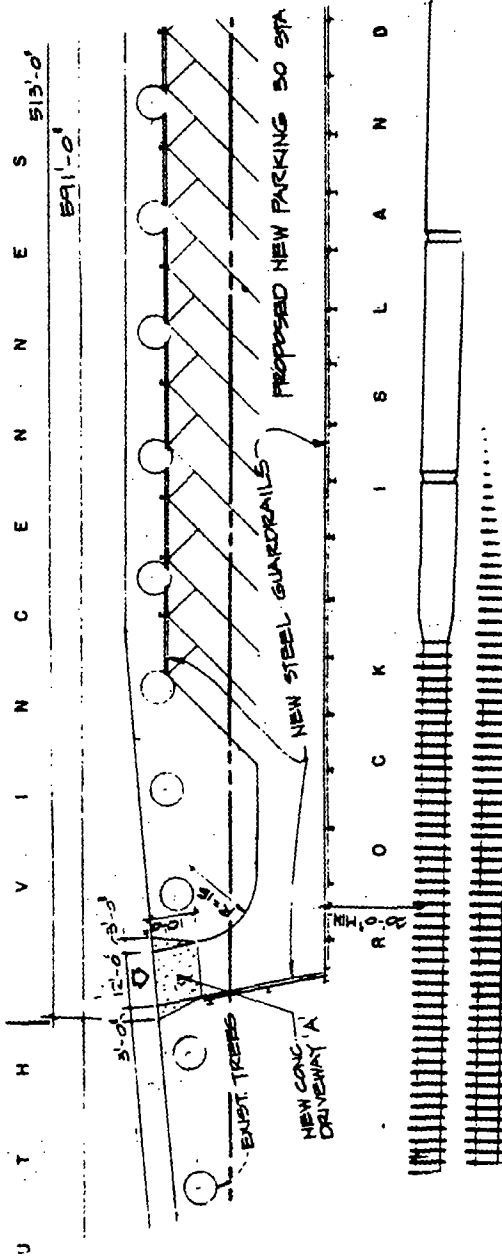
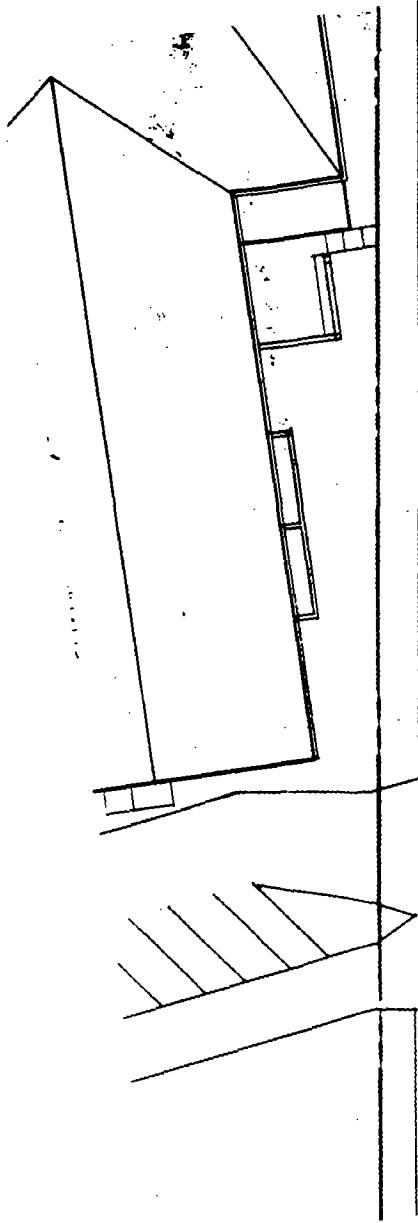
REPORTS OF COMMITTEES

8/4/93

Ordinance associated with this drawing printed on pages 36846 through 36848 of this Journal.



Ordinance associated with this drawing printed on pages 36846 through 36848 of this Journal.



(Continued from page 36848)

Said fence Number 2 shall be located at 933B North Racine Avenue and shall measure fourteen (14) feet in length, four (4) inches in width and six (6) feet in height for a total of approximately five (5) square feet of space.

Said fence Number 3 shall run between 921A North Racine Avenue and 933B North Racine Avenue and shall measure ninety (90) feet in length, four (4) inches in width and six (6) feet in height for a total of approximately thirty (30) square feet of space.

Said fences shall encroach four (4) inches into the public right-of-way and shall be used for security purposes and to enclose said areas for garbage dumpsters as shown on print hereto attached.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago 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 36854 of this Journal.]

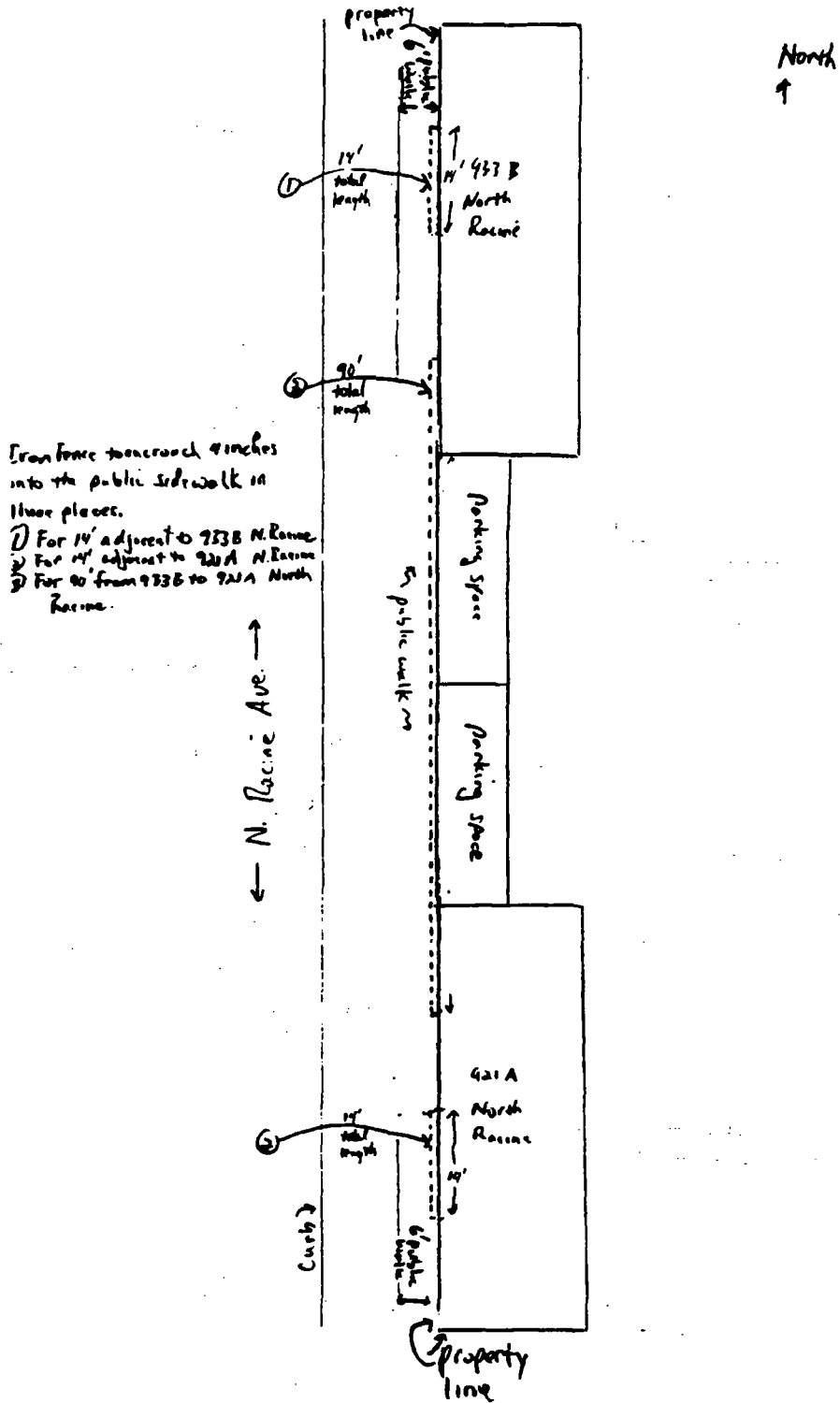
Mr. Emil Wolper.

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

SECTION 1. Permission and authority are hereby given and granted to Emil Wolper as grantee, upon the terms and subject to the conditions of this ordinance to construct, maintain and use occupation of space for the purpose of operating a shoe shine parlor, and take-out food store and storage area. Demised premises shall be located adjacent to the subsurface METRA Terminal at 151 North Michigan Avenue. Approval of construction plans, square footage, exact location and compensation fee to be determined by Department of Revenue. Authority is herein granted for a period of five (5) years from and after July 29, 1993.

(Continued on page 36855)

Ordinance associated with this drawing printed on pages 36848 through 36853 of this Journal.



(Continued from page 36853)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eleven Thousand Two Hundred Sixty-one and no/100 Dollars (\$11,261.00) 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 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 36858 of this Journal.]

122 South Michigan Building.

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

SECTION 1. Permission and authority are hereby given and granted to 122 South Michigan Building, upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted sidewalk space adjacent to its property located at 122 South Michigan Avenue.

South Michigan Avenue.

Two hundred seven point five (207.5) feet in length and at a depth of thirty (30) feet.

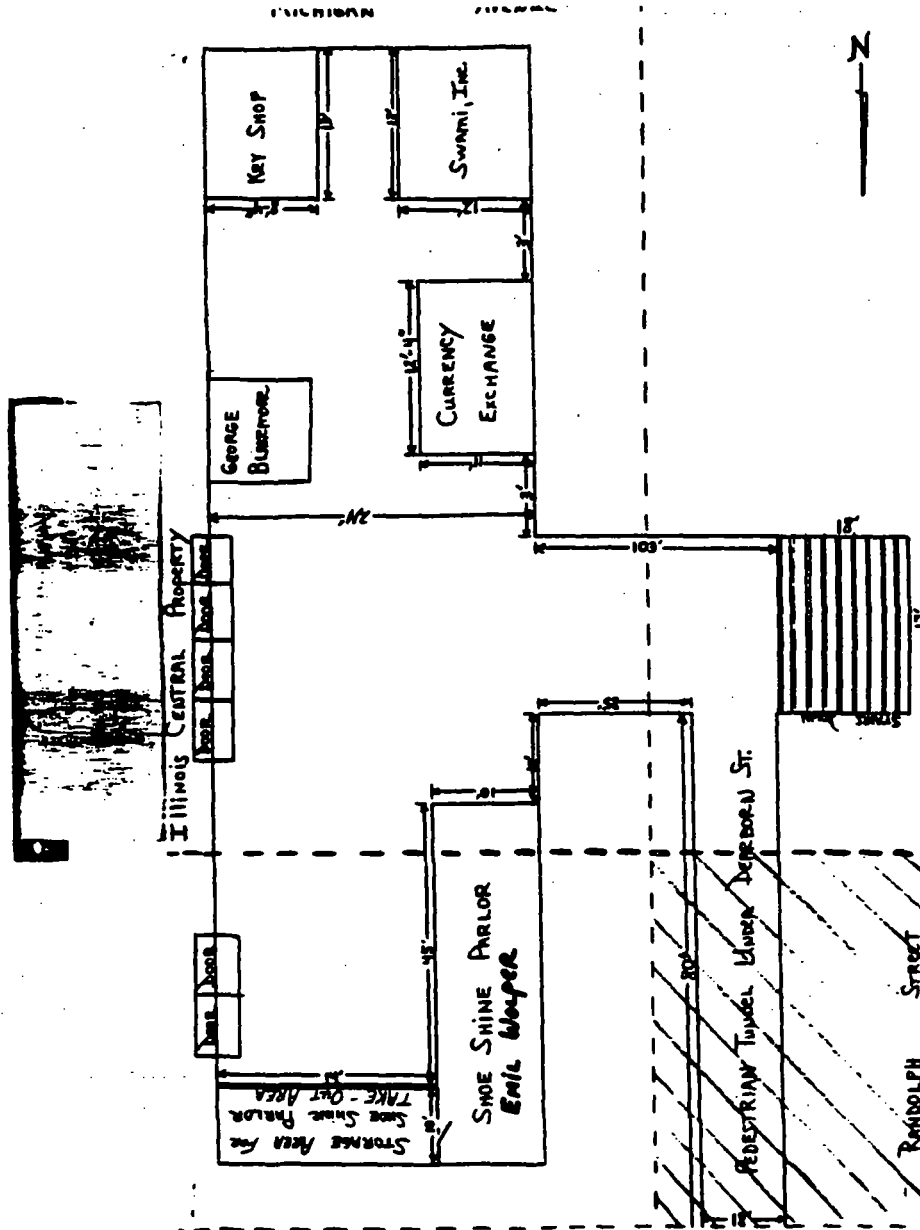
East Adams Street.

One hundred seventy-two (172) feet in length and at a depth of fourteen (14) feet.

Authority herein granted for a period of five (5) years from and after June 29, 1993.

(Continued on page 36859)

Ordinance associated with this drawing printed on pages 36853 through 36857 of this Journal.



(Continued from page 36857)

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 Nine Thousand Six Hundred Sixty-nine and no/100 Dollars (\$9,669.00) 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 36862 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 orders transmitted herewith (referred on July 14, 1993) to construct, maintain and use sundry canopies by various establishments.

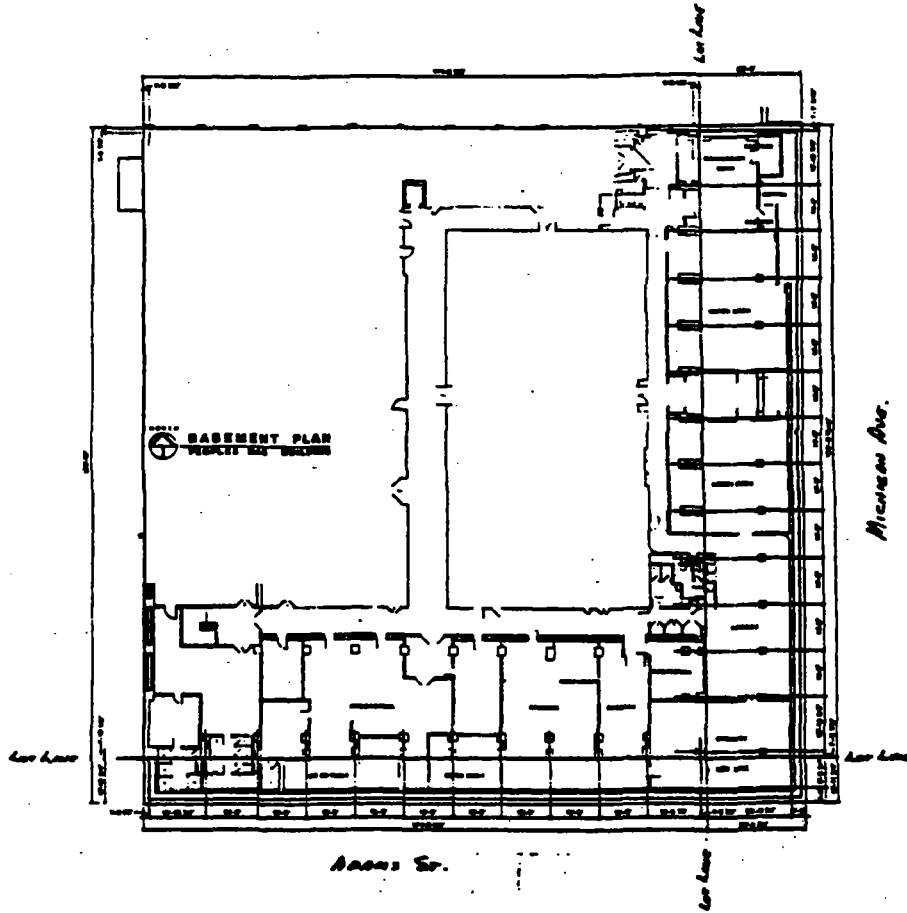
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 36863)

Ordinance associated with this drawing printed on pages 36857 through 36861 of this Journal.



(Continued from page 36861)

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

Al Cruzet La Casa, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Al Cruzet La Casa, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1801 West Augusta Boulevard 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 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.

Collar And Leash: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Collar and Leash ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1435 North Wells Street for a period of three (3) years from and after _____ 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 fourteen (14) feet in length, nor two point five (2.5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor 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.

Dayton Hudson Corporation: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Dayton Hudson Corporation ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 111 North State Street for a period of three (3) years from and after May 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 sixty-four (64), sixty-two (62), sixty-four (64) and twenty-five (25) feet, respectively, in length, nor one (1) at nineteen (19) feet and three (3) at sixteen (16) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifteen and no/100 Dollars (\$315.00) 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.

Dulhan Boutique: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Dulhan Boutique ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2639 West Devon 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 eleven (11) feet, zero (0) inches in length, nor nine (9) feet, zero (0) inches 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.

Gaidas-Daimid Funeral Directors, Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Gaidas-Daimid Funeral Directors, Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4330 South California Avenue for a period of three (3) years from and after July 12, 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 eleven (11) feet in length, nor nine (9) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Sidney Garben Jewelers: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sidney Garben Jewelers ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 118 East Delaware Place 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 ten (10) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor 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.

Hufford Furniture Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Hufford Furniture Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 310 West Washington Street for a period of three (3) years from and after July 14, 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-five (35) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty and no/100 Dollars (\$60.00) 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.

K.D.K. Vivo Restaurant, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to K.D.K. Vivo Restaurant, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 838 West Randolph Street for a period of three (3) years from and after July 14, 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 twenty-three (23) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Lester Lambert, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lester Lambert, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 701 North Michigan Avenue for a period of three (3) years from and after April 5, 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 eight (8) feet in length, nor three point five (3.5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor 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.

Pier I Imports (U.S.), Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Pier I Imports (U.S.), Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 34 North Wabash Avenue for a period of three (3) years from and after May 16, 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 thirteen (13) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Vera Cruz Mexican Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Vera Cruz Mexican Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6207 North Milwaukee 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-five (25) 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.

230 E. Delaware Place Condominium Assoc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 230 E. Delaware Place Condominium Assoc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 230 East Delaware Place for a period of three (3) years from and after March 21, 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 eight (8) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 July 14, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

*The 1964 North Sheffield Corporation (Doing Business
As Chili Peppers Underground).*

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

SECTION 1. Permission and authority are hereby given and granted to The 1964 North Sheffield Corporation, doing business as Chili Peppers Underground, 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 1964 North Sheffield Avenue. Said sidewalk cafe area shall be forty-five (45) feet in length and seven (7) feet in width, for a total of three hundred fifteen (315) square feet and shall begin six (6) feet from the face of the curb line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 12:00 Midnight
Sunday, 11:00 A.M. to 6:00 P.M.

Compensation: \$294.00/Seating: 28.

Authority for the above named privilege is herein given and granted for a period beginning July 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.

Cornelia's, Inc. (Doing Business As Cornelia's).

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

SECTION 1. Permission and authority are hereby given and granted to Cornelia's, Inc., doing business as Cornelia's, 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 750 West Cornelia Avenue. Said sidewalk cafe area shall be thirty (30) feet in length and five (5) feet in width, for a total of one hundred fifty (150) square feet and shall begin six (6) feet from the face of the building line along West Cornelia

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: 16.

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.

Kava Kane, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Kava Kane, 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 1013 West Webster Street. Said sidewalk cafe area shall be nineteen (19) feet in length and eight (8) feet in width, for a total of one hundred fifty-two (152) square feet and shall begin six (6) feet, four (4) inches from the face of the curb line along West Webster Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 9:00 A.M. to 11:00 P.M.
Friday and Saturday, 10:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 12.

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.

*Meson Del Lago, Inc. (Doing Business As
La Bamba Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Meson Del Lago, Inc., doing business as LaBamba 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 3456 North Sheffield Avenue. Said sidewalk cafe area shall be twenty-nine (29) feet in length and three (3) feet in width, for a total of eighty-seven (87) square feet and shall begin eight (8) feet, six (6) inches from the face of the building line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 9:00 A.M. to 5:00 P.M.

Compensation: \$300.00/Seating: 16.

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.

Richard's Deli, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Richard's Deli, 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 185 North Wabash Avenue. Said sidewalk cafe area shall be forty (40) feet, six (6) inches in length and ten (10) feet in width, for a total of four hundred five (405) square feet and shall begin ten (10) feet from the face of the curb line along North Wabash

Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 7:00 A.M. to 7:00 P.M.
Saturday, 7:00 A.M. to 5:00 P.M.

Compensation: \$786.00/Seating: 54.

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.

*Tulip's Cafe, Incorporated (Doing
Business As Tulip's Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Tulip's Cafe, Incorporated, doing business as Tulip's Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 680 North Lake Shore Drive. Said sidewalk cafe area shall be sixty-five (65) feet in length and eleven (11) feet, six (6) inches in width, for a total of seven hundred forty-eight (748) square feet and shall begin seven (7) feet from the face of the building line along East Erie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$891.00/Seating: 52.

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.

**AUTHORIZATION FOR ISSUANCE OF PERMITS TO CHICAGO
PUBLIC SCHOOLS/MANLEY HIGH SCHOOL FOR
INSTALLATION OF HANDICAPPED RAMP
AND MANHOLE AT 2935 WEST
POLK STREET.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Ways begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on July 14, 1993) for a grant of privilege in the public way to Chicago Public Schools/Manley High School to install, maintain and use a handicapped ramp, measuring sixty (60) feet in length and twelve (12) feet in width, along with a manhole and related piping along the public way located adjacent to the Chicago public school.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of the Department of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to Chicago Public Schools/Manley High School so as they may install, maintain and use a handicapped ramp, measuring sixty (60) feet in length and twelve (12) feet in width, and also a manhole and related piping along the public right-of-way 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 handicapped ramp and manhole 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 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 agrees to 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 36893 through 36894 of this Journal.]

**AUTHORIZATION FOR ISSUANCE OF FREE PERMITS FOR
CONSTRUCTION ADDITIONAL OF SIDEWALK AND
CURBING ACROSS PUBLIC WAY AT EAST
28TH PLACE AND SOUTH
MICHIGAN AVENUE.**

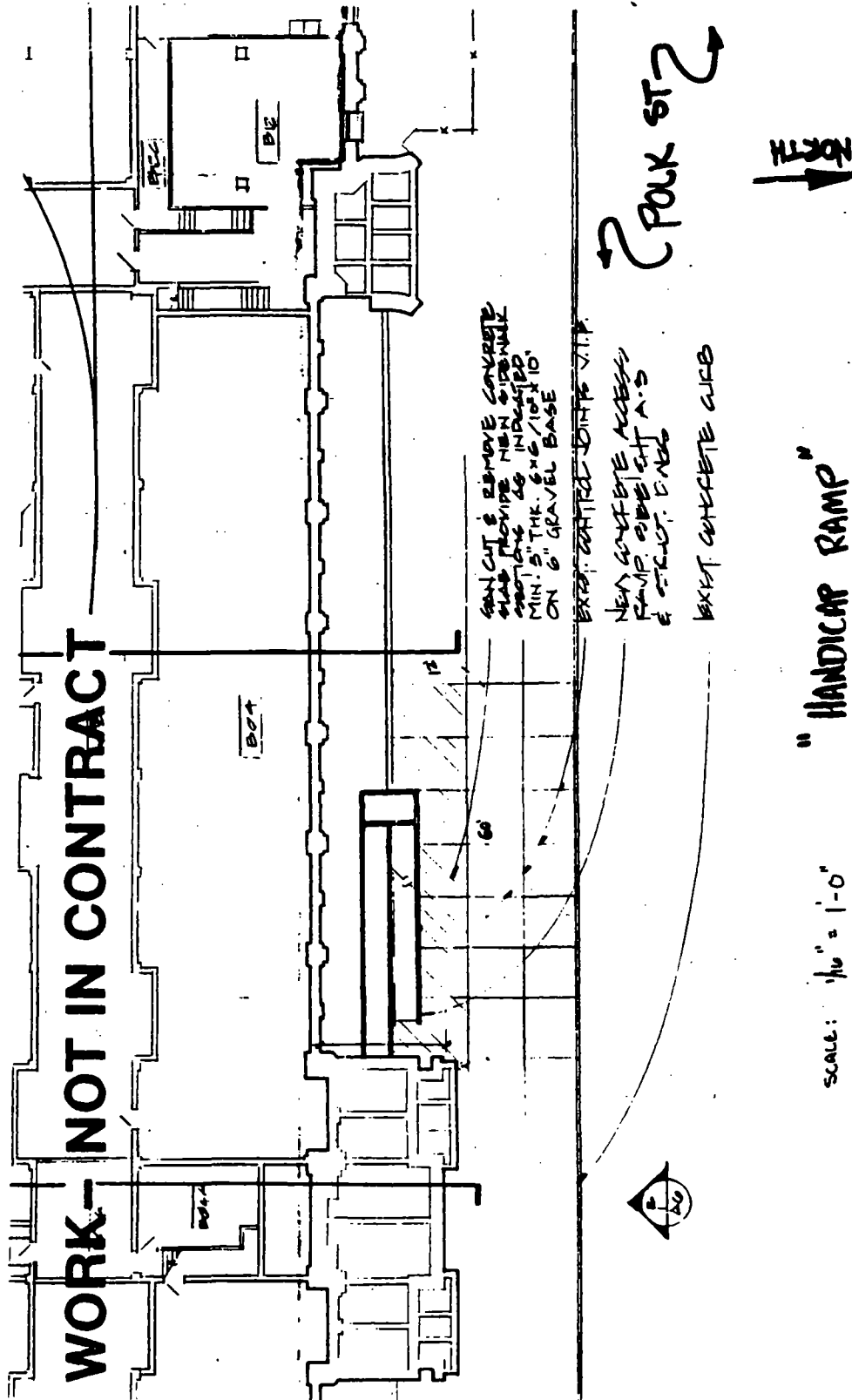
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 1993.

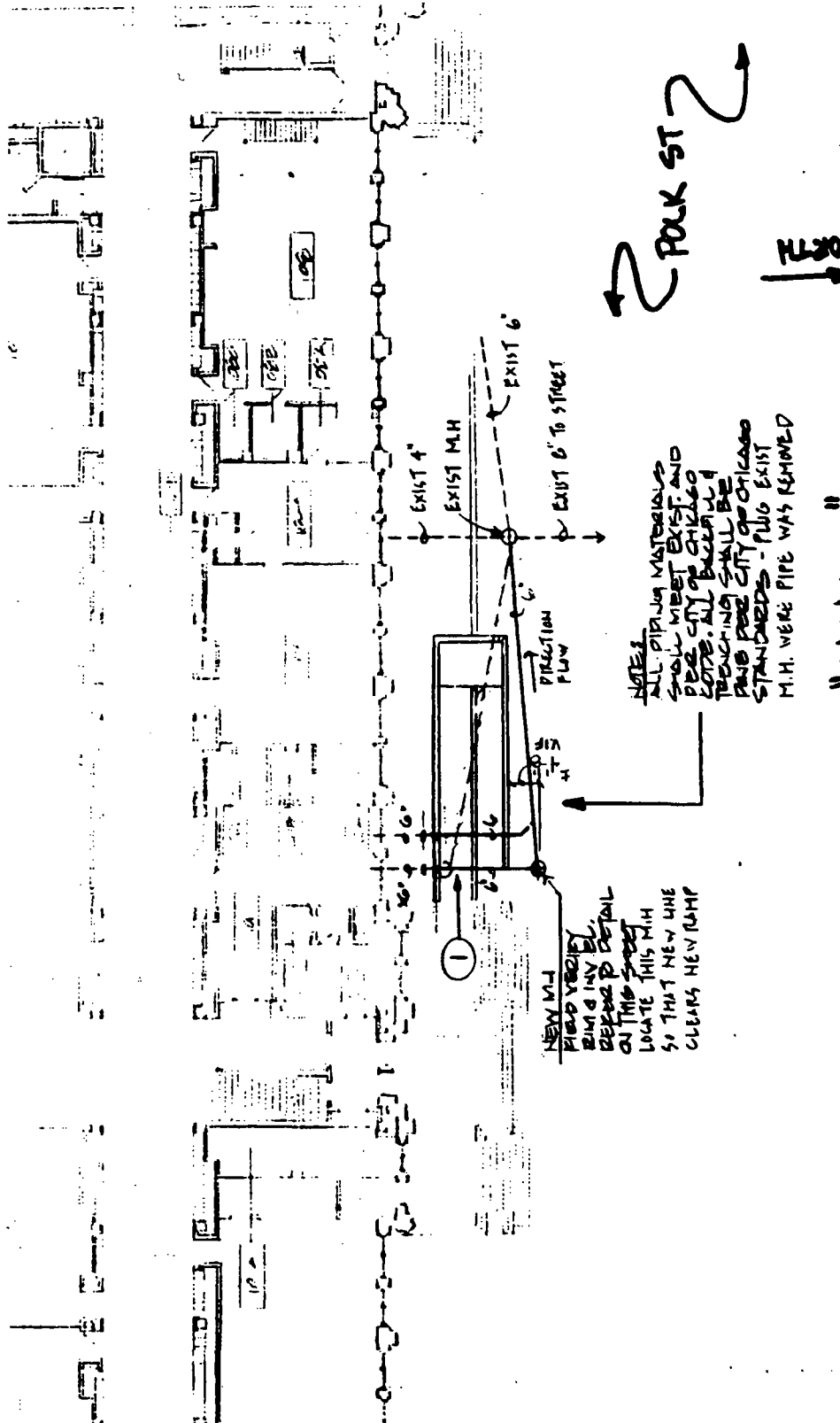
To the President and Members of the City Council:

(Continued on page 36895)

Ordinance associated with this drawing printed on pages 36890 through 36892 of this Journal.



Ordinance associated with this drawing printed on pages 36890 through 36892 of this Journal.



POLK ST

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NOTE:
 ALL PIPING MATERIALS
 SHALL MEET EXIST. AND
 PER. CITY OF CHICAGO
 CODE. ALL BACKFILL &
 TRENCHING SHALL BE
 PER. PER. CITY OF CHICAGO
 STANDARDS - PUG EXIST
 M.H. WERE PIPE WAS REMOVED

NEW M.H.
 FIELD VERIFY
 BUILD IN BY DETAIL
 BEFORE TO DETAIL
 ON THIS STREET
 LOCATE THIS M.H.
 SO THAT NEW LINE
 CLEARS NEW RAMP

(Continued from page 36892)

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 issue the necessary permits without fees or compensation to South Commons Apartments to construct additional sidewalk and curbing, in a north to south direction, across a portion of the public way commonly known as 28th Place at Michigan Avenue, such construction shall result in the closing of 28th Place to traffic. 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; however, I would like to invoke Rule 14 and abstain from voting on this item.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of the Department of Transportation is authorized and directed to issue the necessary permits

without fees or compensation to South Commons Apartments to construct additional sidewalk and curbing, in a north to south direction across a portion of the public way, commonly known as East 28th Place at South Michigan Avenue, such construction shall result in the closing of East 28th Place to traffic.

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

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED
BY WEST ADAMS STREET, WEST JACKSON BOULEVARD,
SOUTH LEAVITT STREET AND SOUTH
HAMILTON AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 north/south 7.5 foot public alley running south from West Adams Street to the north line of the east/west 16 foot public alley running west from South Hamilton Avenue in the block bounded by West Adams Street, West Jackson Boulevard, South Leavitt Street and South Hamilton Avenue. This ordinance was referred to the committee on August 2, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 that part of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north/south 7.5 foot public alley lying west of the west line of Lot 6 in Ellen Keenon's Subdivision of Sublots 1, 2, 3, 4, 5 and 6 of Lots 1 to 6, inclusive, of Block 5 of Subdivision of Administratrix and Heirs of R.J. Hamilton of the east 501.62 feet of the north 1,622 feet of the west half of the east half of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; lying east of the east line of Lot 11 in A. Taylor's Subdivision of the north part of the west 165 feet of the east half of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; lying south of a line drawn from the northwest corner of Lot 6 in Ellen Keenon's Subdivision aforementioned to the northeast corner of Lot 11 in A. Taylor's Subdivision aforementioned; and lying north of the westwardly extension of the south line of Lot 6 in Ellen Keenon's Subdivision aforementioned; said part of public alley herein vacated being further described as all of the north/south 7.5 foot public alley running south from West Adams Street to the north line of the east/west 16 foot public alley running west from South Hamilton Avenue in the block bounded by West Adams Street, West Jackson Boulevard, South Leavitt Street and South Hamilton 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 vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the City of Chicago (Department of Housing) shall file or cause to be filed for recording 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 3. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on
page 36899 of this Journal.]

VACATION OF PORTIONS OF PUBLIC ALLEYS IN BLOCK
BOUNDED BY WEST ADDISON STREET, WEST EDDY
STREET, NORTH CENTRAL AVENUE AND
NORTH MAJOR AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 east/west sixteen (16) foot public alley along with all of the remaining north/south sixteen (16) foot public alley in the block bounded by West Addison Street, West Eddy Street, North Major Avenue and North Central Avenue. This ordinance was referred to the committee on March 19, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with the exception of Alderman Doherty who abstained from voting in accordance with Rule 14.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 36900)

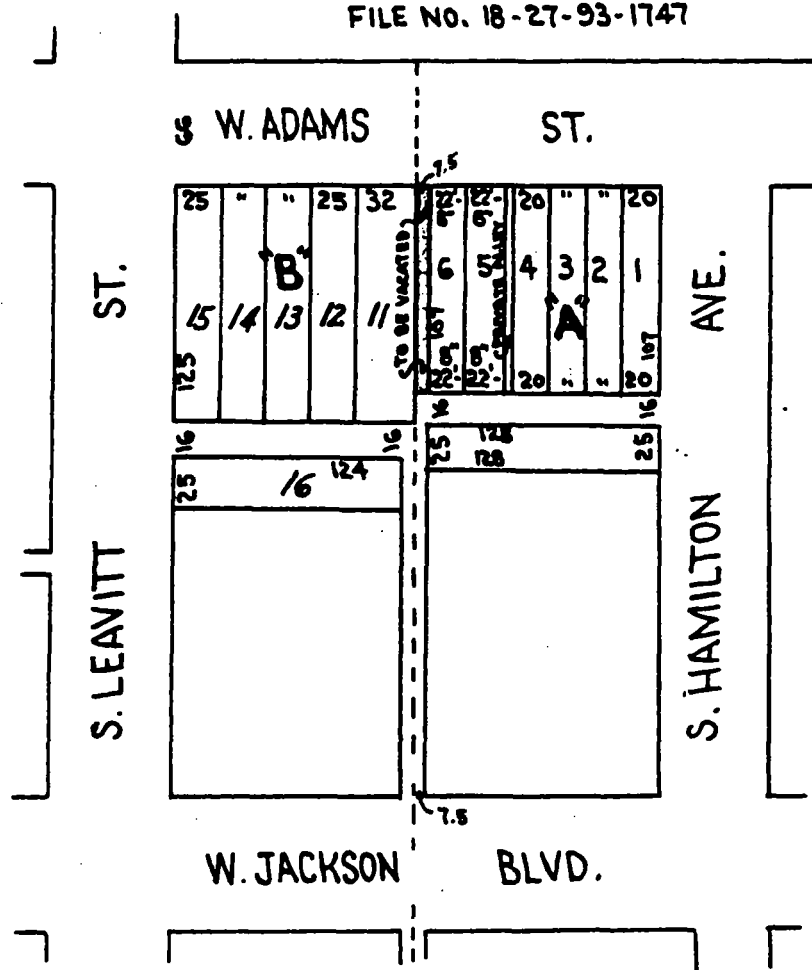
Ordinance associated with this drawing printed on pages 36897 through 36898 of this Journal.

"A"
Ellen Keenon's Subdivision of Sub-lots 1, 2, 3, 4, 5 and 6 of Lots 1 to 6, inclusive, of Block 5 of Subdivision of Administratrix and Heirs of R.J. Hamilton of E. 501.62 ft. of the N. 1,622 ft. of the W.1/2 of the E.1/2 of the N.W.1/4 of Section 18-39-14.

"B"
A. Taylor's Subdivision of the North part of the W.165 ft. of the E.1/2 of the N.W.1/4 of Section, Township 39 North, Range 14 East of the Third Principal Meridian.



FILE NO. 18-27-93-1747



(Continued from page 36898)

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all of the east/west 16 foot public alley lying south of the south line of Lots 23 and 24 and the south line of Lots 26 to 35, both inclusive, in Block 1 in Blase and Hansen's Addition to Chicago being a subdivision of the north three quarters of the north half of the east quarter of the southeast quarter of Section 20, Township 40 North, Range 13 East of the Third Principal Meridian; lying south of the south line of Lot 24 in Block 1 in Britigan's Resubdivision in Blase and Hansen's Addition to Chicago being a subdivision of the north three quarters of the north half of the east quarter of the southeast quarter of Section 20, Township 40 North, Range 13 East of the Third Principal Meridian; lying north of the north line of Lots 9 to 23, both inclusive, in Block 1 in Britigan's Resubdivision aforementioned; lying west of a line drawn from the northeast corner of Lot 9 in Block 1 in Britigan's Resubdivision aforementioned to the southeast corner of Lot 35 in Block 1 in Blase and Hansen's Addition to Chicago aforementioned; and lying east of a line drawn from the northwest corner of Lot 23 in Block 1 in Britigan's Resubdivision aforementioned to the southwest corner of Lot 23 in Block 1 in Blase and Hansen's Addition to Chicago aforementioned;

Also

all of the remaining north/south 16 foot public alley lying west of the west line of Lots 5, 6, 7 and 8 in Block 1 in Britigan's Resubdivision aforementioned and lying west of the west line of Lots 8 and 9 in Block 1 in Blase and Hansen's Addition to Chicago aforementioned; lying east of the east line of Lot 9 in Block 1 in Britigan's Resubdivision aforementioned and lying east of a line drawn from the northeast corner of Lot 9 in Block 1 in Britigan's Resubdivision aforementioned to the southeast corner of Lot 35 in Block 1 in Blase and Hansen's Addition to Chicago aforementioned; lying north of a line drawn from the southwest corner of Lot 9 in Block 1 in Blase and Hansen's Addition to Chicago aforementioned to the southeast corner of Lot 9 in Block 1 in Britigan's Resubdivision aforementioned; and lying south of the south line of the north/south alley vacated by ordinance passed April 17, 1974 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, July 15, 1974 as Document No. 22782153, being further described as the south line of Lot 35 produced east in Block 1 in Blase and Hansen's Addition to Chicago aforementioned; said public alley and part of public alley herein vacated being further described as all of the east/west 16 foot public alley together with all of the remaining north/south 16 foot public alley in the block bounded by West Addison Street, West Eddy Street, North Major Avenue and North Central 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 City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, Illinois Bell Telephone Company and Prime Cable of Chicago, Inc., their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the public alley and part of public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Our Lady of the Resurrection Medical Center and Columbia National Bank, as Trustee, Trust No. 3359 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley and part of public alley hereby vacated, the sum of Fifty-three Thousand and no/100 Dollars (\$53,000.00), 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 entrances to the public alley and part of public alley hereby vacated, similar to the sidewalk and curb in West Eddy Street and North Major Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Our Lady of the Resurrection Medical Center and Columbia National Bank, as Trustee, Trust No. 3359 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed
on page 36903 of this Journal.]

VACATION OF PORTION OF WEST BIRCHWOOD AVENUE AND
PUBLIC ALLEY LYING EAST OF NORTH OAKLEY
AVENUE EXTENDED NORTH.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 calling for a time extension of ninety (90) days for an ordinance originally passed by the City Council on January 12, 1993. Said ordinance vacated a part of West Birchwood Avenue along with part of the east/west 12 foot public alley lying east of the east line of North Oakley Avenue in the 50th Ward. This ordinance was referred to the committee on August 2, 1993.

(Continued on page 36904)

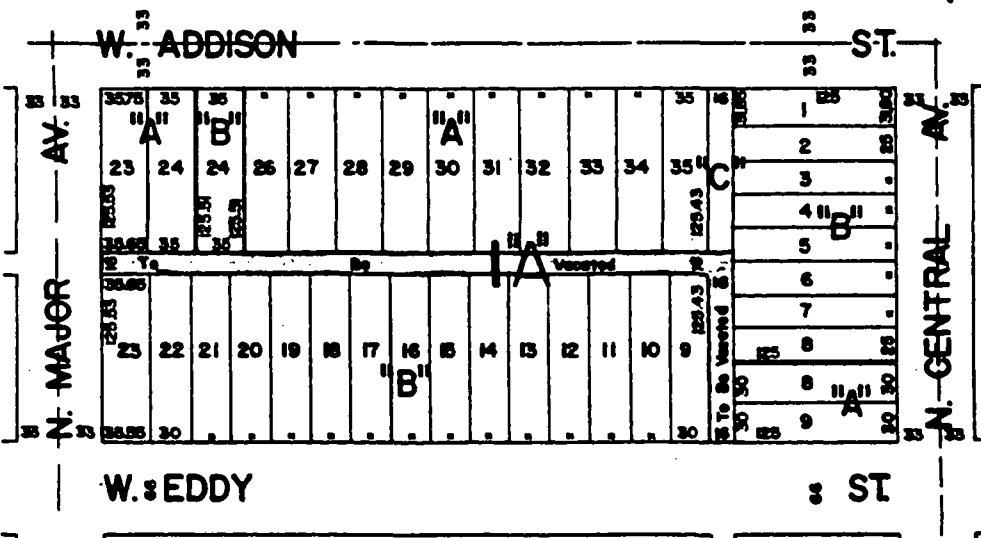
Ordinance associated with this drawing printed on pages 36900 through 36902 of this Journal.

"A"
Blase and Hansen's Addition to Chicago Being a Sub. of the N. 3/4 of N. 1/2 of E. 1/4 of S.E. 1/4 of Sec. 20-40-13.

"B"
Britigan's Resubdivision in Blase and Hansen's Addition etc. (See "A").

"C"
Vacated by Ordinance Passed April 17, 1974.
Rec. July 15, 1974

Doc. No. 22782153



Dr. No. 20-38-92-1690

(Continued from page 36902)

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of West Birchwood Avenue lying south of the south line of Lot 5 in John B. Molitor's Subdivision of the west half of Lot 3 in the partition of Lots 1, 10 and 11 in the Assessor's Division of part of the southwest fractional quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian; lying north of the south line of West Birchwood Avenue as dedicated by John B. Molitor's Subdivision aforementioned, being a line 33 feet south of and parallel with the south line of said Lot 5; lying westerly of the easterly line of West Birchwood Avenue as dedicated by John B. Molitor's Subdivision aforementioned being the

southeastwardly extension of the easterly line of said Lot 5; and lying east of the northwardly extension of the east line of North Oakley Avenue (formerly North Ellwood Street) as dedicated by Clancy's Birchwood Highlands a subdivision in the southwest fractional quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian (north of the Indian Boundary Line);

Also

all right, title and interest in that part of the east/west 12 foot public alley being the north 12 feet of Lot 9 in County Clerk's Division of part of the southwest fractional quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian; lying westerly of the southeastwardly extension of the easterly line of Lot 5 in John B. Molitor's Subdivision aforementioned and lying east of the northwardly extension of the east line of North Oakley Avenue (formerly North Ellwood Street) as dedicated by Clancy's Birchwood Highlands aforementioned; said part of public street and part of public alley herein vacated being further described as that part of West Birchwood Avenue (33 feet) together with that part of the east/west 12 foot public alley lying east of the east line of North Oakley Avenue extended north 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, Richard B. and Mabel M. Roy shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street and part of public alley hereby vacated, the sum of Seven Thousand Six Hundred Thirty and no/100 Dollars (\$7,630.00), which sum in the judgment of this body will be equal to such benefits.

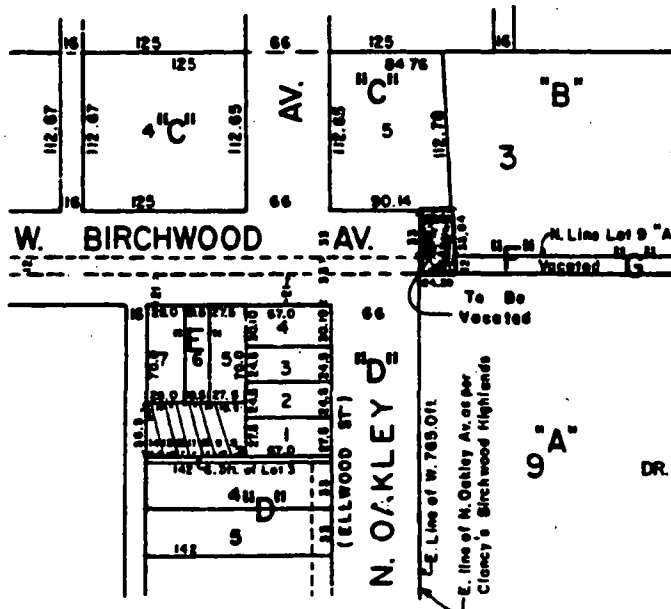
SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Richard B. and Mabel M. Roy shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, 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 36906 of this Journal.]

Ordinance associated with this drawing printed on pages 36904 through 36905 of this Journal.

- "A"
County Clerk's Division of part of S.W. Fractional 1/4 of Sec. 30-41-14.
- "B"
Partition of Lots 1, 10 and 11 in Assessor's Division of part of S.W. Fractional 1/4 of Sec. 30-41-14.
- "C"
John B. Molitor's Subdivision of the W. 1/2 of Lot 3 in the Partition of Lots 1, 10 & 11 in the Assessor's Division aforementioned etc. (See "B").
- "D"
Clancy's Birchwood Highlands a Subdivision in the S.W. Fractional 1/4 of Sec. 30-41-14, (N. of I.B.L.).
- "E"
Charles F. Adler's Resubdivision of Lots 1, 2 & 3 (except the S. 3ft. of Lot 3), taken as a tract, in Clancy's Birchwood Highlands etc. (See "D").
- "F"
Vacated by Ordinance passed May 21, 1948.
Rec. June 15, 1948 Doc. No. 14337503
- "G"
Strip of land 12ft. in width referred to as a public alley in conveyance of certain property to the Benedictine Sisters of Chicago. (Not Dedicated)
Rec. Nov. 13, 1895 Doc. No. 2307071



DR. NO. 30-50-92-1692

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED
BY WEST BLOOMINGDALE AVENUE, WEST WABANSIA
AVENUE, NORTH PAULINA STREET AND NORTH
MARSHFIELD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 calling for a time extension of ninety (90) days for an ordinance originally passed by the City Council on May 19, 1993. This property is located in the 32nd Ward. This ordinance was referred to the committee on August 2, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government 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, 1757 Partners is a firm employing approximately one hundred persons at 1757 North Paulina Street, Chicago, Illinois 60622 in the manufacture, casting and coating of belt buckles; and

WHEREAS, 1757 Partners is the owner of the property referred to above; and

WHEREAS, 1757 Partners proposes to limit the use of the part of public alley to be vacated herein for purposes of manufacturing, casting and coating of belt buckles, 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 alley described in the following ordinance; now, therefore,

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

SECTION 1. The north half (7.5 feet) of the east/west 15 foot public alley lying south of the south line of Lots 59 to 69, both inclusive, in J. G. Keenan's Subdivision of Block 24 in Sheffield's Addition to Chicago in Section 31,

Township 40 North, Range 14 East of the Third Principal Meridian; lying west of a line drawn from the northeast corner of Lot 1 in Dillard's Resubdivision of Lots 70 to 87, inclusive, and Lots 99 to 116, inclusive, in J. G. Keenan's Subdivision aforementioned; to the southeast corner of Lot 59 in J. G. Keenan's Subdivision aforementioned; and lying east of a line drawn from the northwest corner of Lot 30 in Dillard's Resubdivision aforementioned to the southwest corner of Lot 69 in J. G. Keenan's Subdivision aforementioned; said part of public alley herein vacated being further described as the north half (7.5 feet) of the second east/west 15 foot public alley north of West Wabansia Avenue, in the block bounded by West Bloomingdale Avenue, West Wabansia Avenue, North Paulina Street, and North Marshfield 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 that public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves the portion of public alley as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in said part of public alley as herein vacated, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduits, cables, and associated equipment for the transmission and distribution of telephonic and associated services under, over, and along that part of public alley as herein vacated, with the right of ingress and egress.

SECTION 3. 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 for the manufacture, casting and coating of belt buckles and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of production 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 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the 1757 Partners 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 3 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on
page 36911 of this Journal.]

VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST
FOSTER AVENUE, WEST WINONA STREET, NORTH
KEDZIE AVENUE AND NORTH
TROY STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 16 foot public alley in the block bounded by West Foster Avenue, West Winona Street, North Kedzie Avenue and North Troy Street. This ordinance was referred to the committee on August 2, 1993.

(Continued on page 36912)

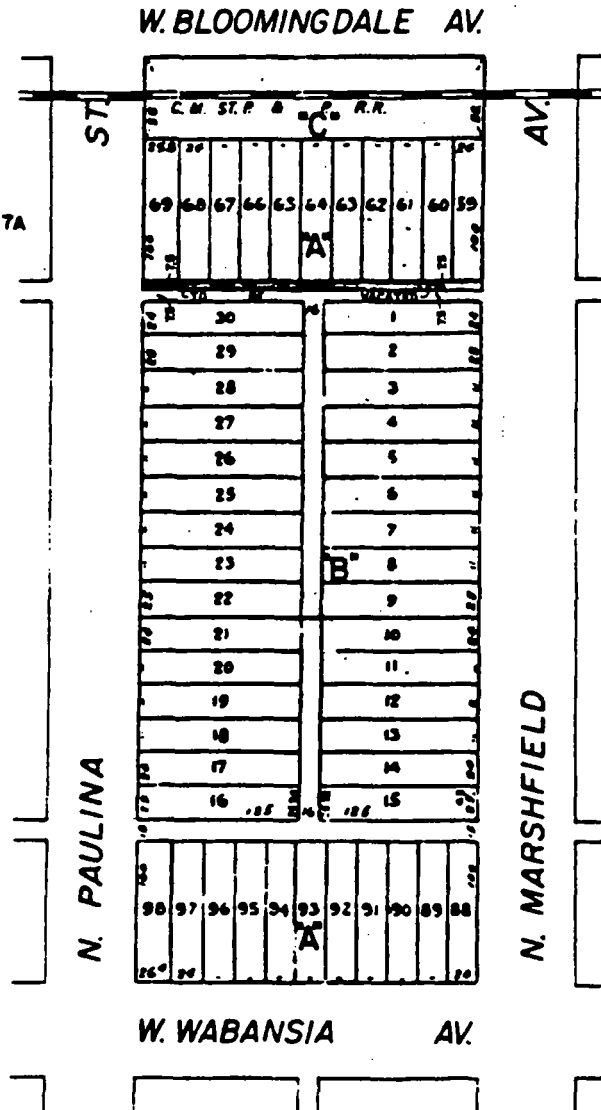
Ordinance associated with this drawing printed on pages 36908 through 36910 of this Journal.

"A"
J.G. KEENAN'S SUB. OF BLK. 24, SHEFFIELD'S ADD. TO CHICAGO
SEC. 31-40-14

"B"
DILLARD'S RESUB. OF LOTS 70 TO 87 INCL. & LOTS 99 TO 116 INCL. IN
J.G. KEENAN'S SUB. & etc. (See "A")

"C"
PORTIONS OF BLOOMINGDALE AVE. TO BE USED AND OCCUPIED BY C.M. & ST.
P.R.R. AS PER TRACK ELEVATION ORD. PASSED JUNE 27, 1910.
REC. DEC. 31, 1913
DOC. #5330858

DR. No. 31-32-92-1677A



(Continued from page 36910)

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east/west 16 foot public alley lying south and southwesterly of the south and southwesterly lines of Lots 13 to 17, both inclusive; lying north and northwesterly of the north and northwesterly lines of Lot 18; lying west of a line drawn from the southeast corner of Lot 17 to the northeast corner of Lot 18; and lying east of a line drawn from the intersection of the west and southwesterly lines of Lot 13 to the intersection of the west and northwesterly lines of Lot 18, all in Hindman's Subdivision of that part of Block 4 lying north of the center line of the North Branch of the Chicago River in Jackson's Subdivision of the

southeast quarter of Section 11 and the southwest quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian; said public alley being further described as all of the east/west 16 foot public alley in the block bounded by West Foster Avenue, West Winona Street, North Kedzie Avenue and North Troy Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, Illinois Bell Telephone Company, and Prime Cable of Chicago, Inc. their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over, and along all of public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Char-Del Enterprises, Gladstone-Norwood Trust and Savings Bank, as Trustee, Trust Numbers 1028 and 1035, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of Twenty-nine Thousand Seven Hundred and no/100 Dollars (\$29,700.00), 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 the public alley hereby vacated, similar to the sidewalk and curb in North Troy Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Char-Del Enterprises, Gladstone-Norwood Trust and Savings Bank, as Trustee, Trust Numbers 1028 and 1035, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on
page 36914 of this Journal.]

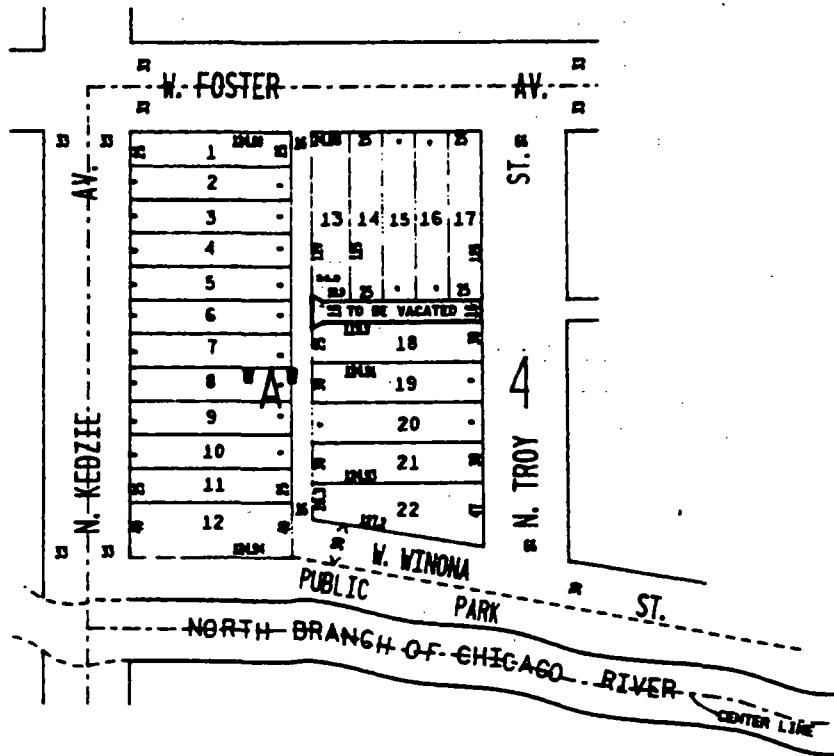
Ordinance associated with this drawing printed on pages 36912 through 36913 of this Journal.

"A"

Hindman's Sub. of that part of Blk.4 lying N. of center line of the N. Branch of the Chicago River in Jackson's Sub. of the S.E.1/4 of Sec. 11 and the S. W.1/4 of Sec. 12-40-13.

ORDER PASSED BY THE CITY COUNCIL 12/15/92 Pg.26689-90 AREA OF ALLEY TO BE VACATED IS 2,023.4 SQ. FT.

Dr. No. 12-40-92-1715



VACATION OF PORTION OF NORTH MARSHFIELD AVENUE
LYING SOUTH OF WEST BLOOMINGDALE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 west 5 feet of the north 150.06 feet of that part of North Marshfield Avenue lying south of the first east/west 15 foot public alley south of West Bloomingdale Avenue. This ordinance was referred to the committee on August 2, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 all that part of North Marshfield Avenue lying east of the east line of Lots 1 to 7, both inclusive; lying west of a line 5 feet east of and parallel to the east line of Lots 1 to 7, both inclusive; lying south of the eastwardly extension of the north line of Lot 1; and lying north of the eastwardly extension of the south line of the north 12 $\frac{3}{4}$ inches of Lot 7 all in Dillard's Resubdivision of Lots 70 to 87 inclusive and Lots 99 to 116 inclusive in J. G. Keenan's Subdivision of Block 24 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian; said part of public street herein vacated being further described as the west 5 feet of the north 150.06 feet of that part of North Marshfield Avenue lying south of the first east/west 15 foot public alley south of West Bloomingdale 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 vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Marshfield Lofts Associates shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Eight Thousand Six Hundred and no/100 Dollars (\$8,600.00), 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 and constructing new sidewalk adjoining that part of public street hereby vacated, similar to the sidewalk and curb in North Marshfield Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Marshfield Lofts Associates 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.

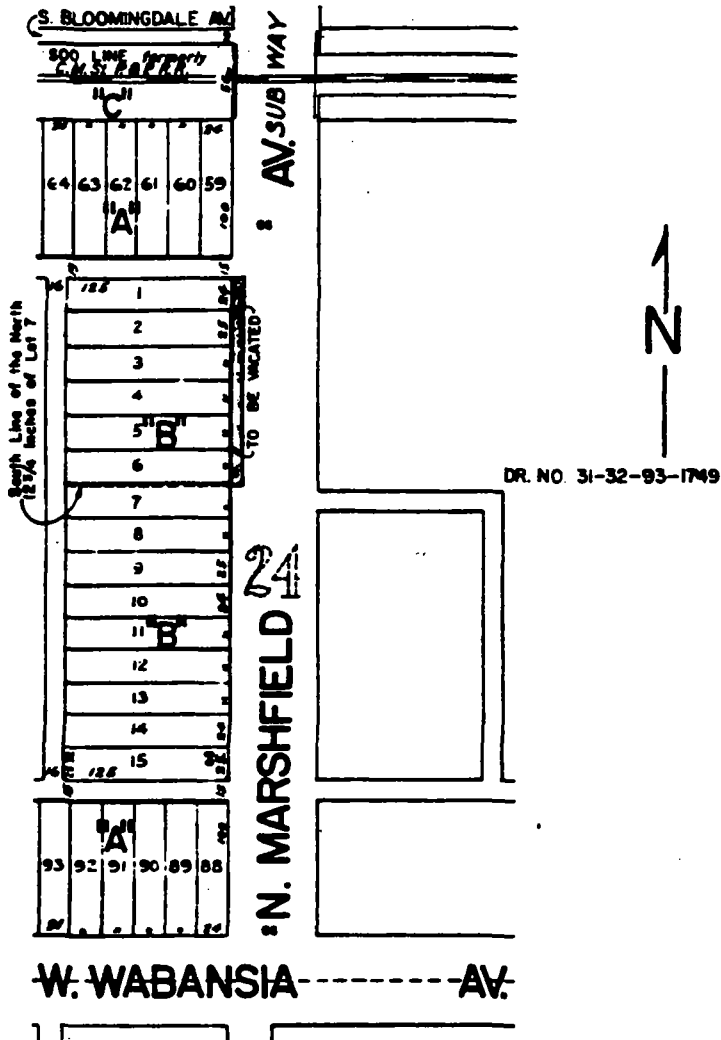
[Drawing attached to this ordinance printed on
page 36917 of this Journal.]

Ordinance associated with this drawing printed on page 36916 of this Journal.

"A"
J.G. Keenan's Subdivision of Block 24 in Sheffield's Addition to Chicago in Section 31-40-14.

"B"
Dillard's Resubdivision of Lots 70 to 87 inclusive and Lots 99 to 116 inclusive in J.G. Keenan's Subdivision etc. (See "A")

"C"
Portions of Bloomingdale Avenue to be Used and Occupied by C.M. & St. P.R.R. as per Track Elevation Ordinance Passed 6/27/1910 Rec. Dec. 31, 1913 Doc. No. 5330858



VACATION OF PORTIONS OF EAST 23RD STREET, EAST
24TH STREET, SOUTH CALUMET AVENUE AND
ALLEYS ADJACENT THERETO.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 East 23rd Street, between South Prairie and South Calumet Avenues, and vacating East 24th Street, between South Cottage Grove and South Calumet Avenues, and vacating South Calumet Avenue between East 24th Place and East 24th Street and alleys adjacent thereto. This ordinance was referred to the committee on August 2, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 streets, part of public streets and 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 East 23rd Street lying south of the south line of Lots 22 and 23 in Assessor's Division of Blocks 2, 12 and 15 (except the east half of south 120 feet of Block 15) in Canal Trustee's Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian; and lying south of the south line of vacated Lots 2 and 3 and south of a line drawn from the southwest corner of vacated Lot 2 to the southeast corner of vacated Lot 3 in vacated Stewart's Subdivision in the southeast corner of Block 15 in Canal Trustee's Subdivision aforementioned (Stewart's Subdivision vacated by A. C. Stewart, November 6, 1869); and lying south of a line drawn from the southeast corner of Lot 23 in Assessor's Division of Blocks 2, 12 and 15 aforementioned to the southwest corner of vacated Lot 3 in vacated Stewart's Subdivision aforementioned; lying north of the north line of Lot 1 and Lots 10 to 13, both inclusive, and a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 13 in subdivision of Lots 1 to 5, Lots 20 to 24, and the north half of Lots 6 and 19 in Gurley's Subdivision of Blocks 25, 28 and 38 in Canal Trustee's Subdivision aforementioned; lying east of a line drawn from the southwest corner of Lot 22 in Assessor's Division of Blocks 2, 12 and 15 aforementioned to the northwest corner of Lot 10 in Subdivision of Lots 1 to 5, Lots 20 to 24 and the north half of Lots 6 and 19 in Gurley's Subdivision aforementioned; lying west of a line drawn from the southeast corner of vacated Lot 2 in vacated Stewart's Subdivision aforementioned to the northeast corner of Lot 1 in subdivision of Lots 1 to 5, Lots 20 to 24 and the north half of Lots 6 and 19 in Gurley's Subdivision aforementioned;

Also

all that part of East 24th Street lying south of the south line of Lots 1 to 8, both inclusive, in Assessor's Division of Lots 11, 12, 13 and 14 in Gurley's Subdivision aforementioned; and lying north of the north line of Block 41 in Canal Trustee's Subdivision aforementioned; lying east of a line drawn from the southwest corner of Lot 1 in Assessor's Division of Lots 11, 12, 13 and 14 aforementioned to the northwest corner of Block 41 in Canal Trustee's Subdivision aforementioned; lying west of a line drawn from the southeast corner of Lot 8 in Assessor's Division of Lots 11, 12, 13 and 14 aforementioned to the northeast corner of Block 41 in Canal Trustee's Subdivision aforementioned;

Also

all that part of East 24th Street lying south of the south line of Lot 2 in Assessor's Division of Lots 13 to 18 inclusive in Block 39 in Canal Trustee's Subdivision aforementioned; and lying north of the north line of Lots 1, 2 and 3 in Assessor's Division of the north 185 feet of Block 40 in Canal Trustee's Subdivision aforementioned; lying east of a line drawn from the southwest corner of Lot 2 in Assessor's Division of Lots 13 to 18 aforementioned to the northwest corner of Lot 1 in Assessor's Division of the north 185 feet of Block 40 aforementioned; lying west of a line drawn from a point on the south line of Lot 2, 39 feet east of the southwest corner of Lot 2, in Assessor's Division of Lots 13 to 18 aforementioned (as measured along the south line of Lot 2) to a point on the north line of Lot 3, 79 feet east of the northwest corner of Lot 1 in Assessor's Division of the north 185 feet of Block 40 aforementioned (as measured along the north line of Lots 1, 2 and 3);

Also

all that part of South Calumet Avenue lying east and south of the east and south lines of Block 41 in Canal Trustee's Subdivision aforementioned; lying easterly of the southwesterly line of Block 41 in Canal Trustee's Subdivision aforementioned, extended southeasterly to the intersection with the westerly extension of the south line of Lot 6 in Hulburd's Subdivision of the south 14.5 feet of Block 40 and the north 85.5 feet of Block 52 in Canal Trustee's Subdivision aforementioned; lying east of a line drawn from the southeast corner of Lot 8 in Assessor's Division of Lots 11, 12, 13 and 14 aforementioned to the northeast corner of Block 41 in Canal Trustee's Subdivision aforementioned; lying west of the west line of Lots 1 and 9 in Assessor's Division of the north 185 feet of Block 40 in Canal Trustee's Subdivision aforementioned; lying west of the west line of the east/west alley vacated by ordinance passed August 4, 1950 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, September 29, 1950 as Document No. 14915575, being further described as a line drawn from the southwest corner of Lot 1 in the northwest corner of Lot 9 in Assessor's Division of the north 185 feet of Block 40 in Canal Trustee's Subdivision aforementioned; lying west of a line drawn from the southwest corner of Lot 2 in Assessor's Division of Lots 13 to 18, in Block 39 in Canal Trustee's Subdivision aforementioned to the northwest corner of Lot 1 in Assessor's Division of the north 185 feet of Block 40 in Canal Trustee's Subdivision aforementioned; lying west of the west line of Lots 6, 7 and 8 in Hulburd's Subdivision aforementioned; lying south of a line drawn from the southwest corner of Lot 2 in Assessor's Division of Lots 13 to 18, aforementioned to the southeast corner of Lot 8 in Assessor's Division of Lots 11, 12, 13 and 14 aforementioned; lying north of the westerly extension of the south line of Lot 6 in Hulburd's Subdivision aforementioned;

Also

all of the north/south 14 foot public alley as deeded to the City of Chicago, being the east 7 feet of Lot 12 and the west 7 feet of Lot 30 in Assessor's Division of Blocks 2, 12 and 15 aforementioned;

Also

all of the north/south 21.5 foot public alley lying east of the east line of Lots 13 to 21, both inclusive; lying west of the west line of Lots 24 to 28, both inclusive; lying south of the south line of Lots 12 and 30; lying north of a line drawn from the southeast corner of Lot 21 to the southwest corner of Lot 24 all in Assessor's Division of Blocks 2, 12 and 15 aforementioned;

Also

all of the north/south 12 foot public alley reserved by deed for the City of Chicago lying east of and adjoining the east line of Lot 23; lying south of a line drawn from the southeast corner of Lot 21 to the southwest corner of Lot 24 all in Assessor's Division of Blocks 2, 12 and 15 aforementioned; lying north of a line drawn from the southeast corner of Lot 23 in Assessor's Division of Blocks 2, 12 and 15 aforementioned to the southwest corner of vacated Lot 3 in vacated Stewart's Subdivision aforementioned;

Also

all of the north/south 16 foot public alley together with the east/west 15 foot public alley lying west of the west line of Lots 1, 2 and 3; lying north of the north line of Lots 4 and 9; lying north of a line drawn from the point of intersection of the west and north lines of Lot 4 to the northeast corner of Lot 9; lying east and southeasterly of the east and southeasterly lines of Lot 13; lying south of the south line of Lots 10 to 13, both inclusive; lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 13; lying east of a line drawn from the point of intersection of the west and north lines of Lot 9 to the southwest corner of Lot 10, all in subdivision of Lots 1 to 5, Lots 20 to 24, and the north half of Lots 6 and 19 in Gurley's Subdivision aforementioned;

Also

all that part of the northwesterly/southeasterly 20 foot public alley lying west and southwesterly of the west and southwesterly lines of Lot 4 and southwesterly of the southwesterly line of Lots 5 and 6; lying northeasterly of the northeasterly line of Lots 7, 8 and 9; lying south of a line drawn from the point of intersection of the west and north lines of Lot 4 to the northeast corner of Lot 9; lying north of a line drawn from the southwest corner of Lot 6 to the southeast corner of Lot 7 all in subdivision of Lots 1 to 5, Lots 20 to 24 and the north half of Lots 6 and 19 in Gurley's subdivision aforementioned;

Also

all that part of the northwesterly/southeasterly 20 foot public alley as opened by ordinance passed by the City Council of the City of Chicago on March 29, 1886, by Order of Possession by the Superior Court entered December 5, 1883, as General No. 102619 and recorded in the Office of Recorder of Deeds of Cook County, Illinois, September 29, 1894 as Document No. 2109587, being the easterly 10 feet of Lots 6 to 9, both inclusive, and the westerly 10 feet of Lots 16 to 19, both inclusive; lying north of a line 25 feet south of and parallel to the north line of Lots 9 and 16, in Gurley's Subdivision aforementioned; and lying south of a line drawn from the southwest corner of Lot 6 to the southeast corner of Lot 7 all in subdivision of Lots 1 to 5, Lots 20 to 24, in the north half of Lots 6 and 19 aforementioned;

Also

all of the north/south 12 foot alley in vacated Stewart's Subdivision aforementioned lying east of the east line of vacated Lot 3; lying west of the west line of vacated Lots 1 and 2; lying north of a line drawn from the southwest corner of vacated Lot 2 to the southeast corner of vacated Lot 3 all in vacated Stewart's Subdivision aforementioned; lying south of the south line of Lot 24 in Assessor's Division of Blocks 2, 12 and 15 aforementioned; said public streets, part of public streets and public alleys herein vacated, being further described as West 23rd Street lying between the west line of South Calumet Avenue and the east line of South Prairie Avenue; East 24th Street lying between the easterly line of South Cottage Grove Avenue and the east line of South Calumet Avenue; East 24th Street lying between the east line of South Calumet Avenue and a line drawn from a point on the north line of East 24th Street, 39 feet east of the east line of South Calumet Avenue (as measured on the north line of East 24th Street) to a point on the south line of East 24th Street, 79 feet east of the east line of South Calumet Avenue (as measured on the south line of East 24th Street); South Calumet

Avenue lying between the north line of East 24th Street and the right-of-way of the north line of the Adlai E. Stevenson Expressway and easterly of the easterly line of South Cottage Grove Avenue extended southeasterly, together with all of the north/south public alleys in the block bounded by East Cermak Road, East 23rd Street, South Prairie Avenue and South Calumet Avenue and all of the public alleys in the block bounded by East 23rd Street, East 24th Street, South Cottage Grove Avenue, South Prairie Avenue and South Calumet 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 City of Chicago hereby reserves East 24th Street between South Cottage Grove Avenue and a line drawn from a point on the north line of East 24th Street, 39 feet east of the east line of South Calumet Avenue (as measured on the north line of East 24th Street) to a point on the south line of East 24th Street, 79 feet east of the east line of South Calumet Avenue (as measured on the south line of East 24th Street) and South Calumet Avenue between the north line of East 24th Street, the north line of the right-of-way of the Adlai E. Stevenson Expressway and the westerly line of South Cottage Grove Avenue, as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in such public ways herein vacated and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of telephonic and associated services under, over and along East 24th Street between South Calumet Avenue and South Cottage Grove Avenue, also South Calumet Avenue between the north line of East 24th Street, the north line of the right-of-way of the Adlai E. Stevenson Expressway and the westerly line of South Cottage Grove Avenue, as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, the Metropolitan Pier and Exposition Authority 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. The City Council hereby finds that it is not necessary, appropriate or in the interest of the City of Chicago that the City retain title to that part of the public streets and public alleys vacated by this ordinance. Accordingly, upon the recording of a certified copy of this ordinance as provided in Section 3, the Mayor or his proxy is authorized to execute and deliver and the City Clerk is authorized to attest a quitclaim deed to Metropolitan Pier and Exposition Authority for the above referenced parts of public streets and public alleys vacated by this ordinance, such quitclaim deed to be in recordable form subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

Legal Description attached to this ordinance reads as follows:

"A"

Canal Trustee's Subdivision of west half, Section 27-39-14.

"B"

Assessor's Division of Blocks 2, 12 and 15, (except the east half of south 120 feet of Block 15) in Canal Trustee's Subdivision, et cetera. (See "A")

"C"

Gurley's Subdivision of Blocks 25, 28 and 38 Canal Trustee's Subdivision, et cetera. (See "A")

"D"

Assessor's Division of Lots 11, 12, 13 and 14 in Gurley's Subdivision of Blocks 25, 28 and 38 of Canal Trustee's Subdivision, et cetera. (See "A")

"E"

Assessor's Division of North 185 feet, Block 40 in Canal Trustee's Subdivision, et cetera. (See "A")

"F"

Hulburd's Subdivision of the south 14.5 feet of Block 40 and north 85.5 feet of Block 52, Canal Trustee's Subdivision, et cetera. ("See "A")

"G"

Subdivision of Lots 1 to 5 and 20 to 24 and the north half of Lots 6 and 19 in Gurley's Subdivision of Blocks 25, 28 and 38 of Canal Trustee's Subdivision, et cetera. (See "A")

"H"

Alley opened by ordinance passed March 29, 1886. Order of Possession by Superior Court December 5, 1893, General Number 102619. Recorded September 29, 1894. Document Number 2109587.

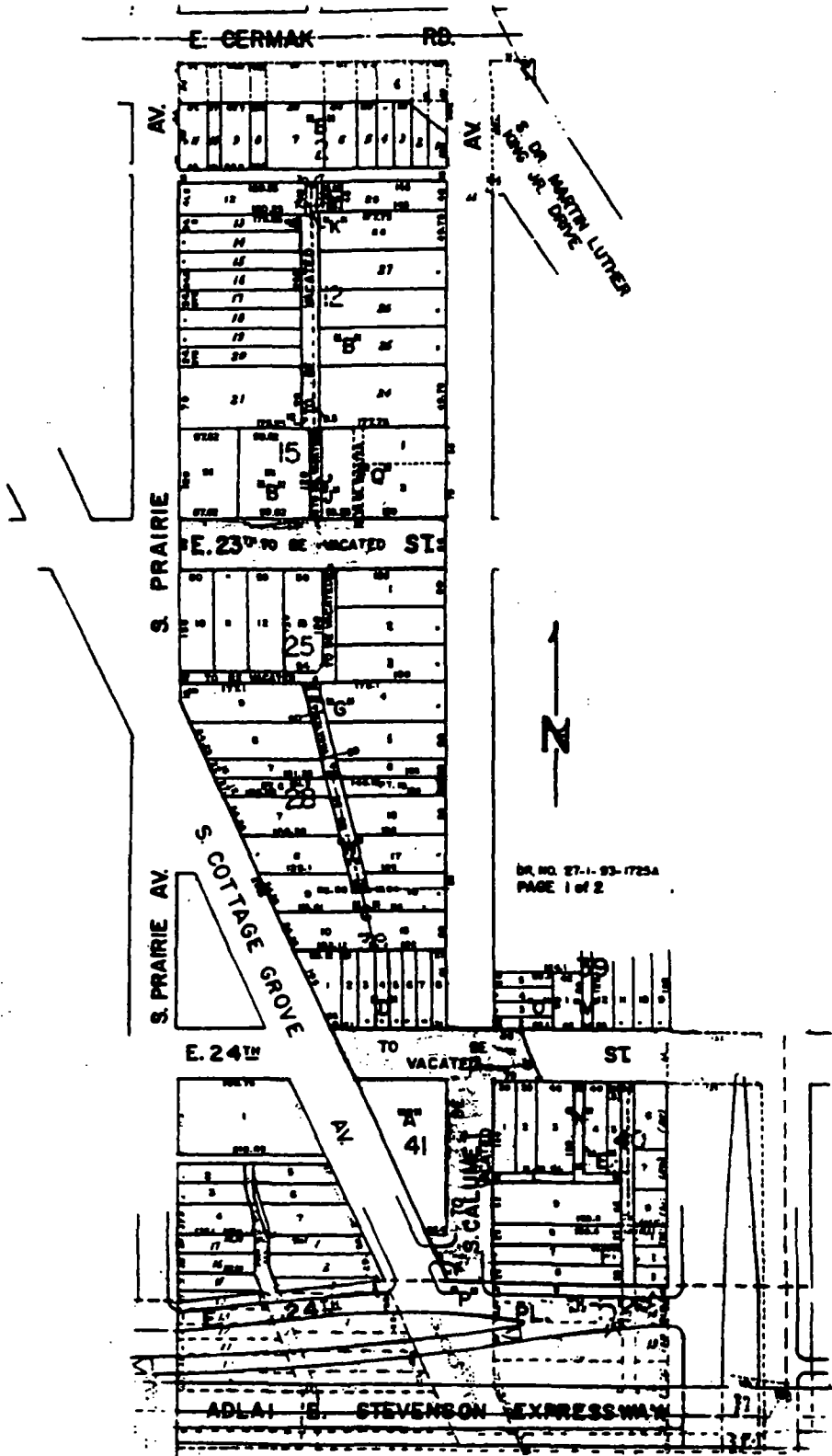
"J"

Alley in Block 15; 12 foot wide reserved by deed.

"K"

Alley by deed; 14 foot wide between Lots 12 and 30, Block 2, et cetera.

Ordinance associated with this drawing printed on pages 36919 through 36924 of this Journal.



"L"

Vacated by ordinance passed August 4, 1950. Recorded September 29, 1950.
Document Number 14915575.

"M"

Vacated by ordinance passed February 27, 1974. Recorded May 27, 1974.
Document Number 22729489.

"N"

Vacated by ordinance passed December 7, 1965. Recorded March 3, 1966.
Document Number 19756223.

"O"

Assessor's Division of Lots 13 to 18 inclusive, Block 39 Canal Trustee's
Subdivision, et cetera. (See "A")

"P"

Property acquired for southwest route (Adlai E. Stevenson Expressway) of
Comprehensive Superhighway System. General ordinance passed July 11,
1957.

"Q"

Stewart's Subdivision in southeast corner of Block 15, et cetera. (See "A")
Above subdivision vacated by A.C. Steward, November 6, 1869. No
ordinance vacating alley through Lots 1, 2 and 3.

[Drawing associated with this legal description
printed on page 36927 of this Journal.]

REPEAL OF PRIOR VACATION ORDINANCE AND AUTHORIZATION
FOR VACATION OF PORTION OF PUBLIC ALLEYS IN BLOCK
BOUNDED BY WEST BLOOMINGDALE AVENUE, WEST
WABANSIA AVENUE, NORTH PAULINA
STREET AND NORTH MARSHFIELD
AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 south half seven point five (7.5) feet of the second east/west fifteen (15) foot public alley north of West Wabansia Avenue together with the north two hundred twenty-four (224) feet of the north/south sixteen (16) foot public alley in the block bounded by West Bloomingdale Avenue, West Wabansia Avenue, North Paulina Street and North Marshfield Avenue. This ordinance was referred to the committee on August 2, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 parts 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 16 foot public alley lying west of the west line of Lots 1 to 9, both inclusive, lying east of the east line of Lots 22 to 30, both inclusive; lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 30; and lying north of a line drawn from the southwest corner of Lot 9 to the southeast corner of Lot 22 in Dillard's Resubdivision of Lots 70 to 87 inclusive, and Lots 99 to 116 inclusive, in J.G. Keenan's Subdivision of Block 24 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian;

Also

the south half (7.5 feet) of the east/west 15 foot public alley lying north of the north line of Lots 1 and 30, and a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 30 in Dillard's Resubdivision aforementioned; lying west of a line drawn from the northeast corner of Lot 1 in Dillard's Resubdivision aforementioned to the southeast corner of Lot 59 in J.G. Keenan's Subdivision aforementioned; and lying east of a line drawn from the northwest corner of Lot 30 in Dillard's Resubdivision aforementioned to the southwest corner of Lot 69 in J.G. Keenan's Subdivision aforementioned; said parts of public alleys herein vacated being further described as the south half (7.5 feet) of the second east/west 15 foot public alley north of West Wabansia Avenue together with the north 224 feet of the north/south 16 foot public alley in the block bounded by West Bloomingdale Avenue, West Wabansia Avenue, North Paulina Street, and North Marshfield 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 City of Chicago hereby reserves the south half (7.5 feet) of the east/west 15 foot public alley as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in said parts of public alleys as herein vacated, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduits, cables, and associated equipment for the transmission and distribution of telephonic and associated services under, over, and along the parts of public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank, as Trustee, Trust Number 62809, Marshfield Lofts Associates and Paulina Lofts Associates shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley and part of public alley hereby vacated, the sum of Fifty-nine Thousand Seven Hundred and no/100 Dollars (\$59,700.00), 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 the east/west 15 foot public alley hereby vacated, similar to the sidewalk and curb in North Paulina Street and North Marshfield Avenue between West Bloomingdale Avenue and West Wabansia Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank, as Trustee, Trust Number 62809, Marshfield Lofts Associates and Paulina Lofts Associates shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. The ordinance approved by the City Council on May 19, 1993 (Council Journal of Proceedings, pages 32797 -- 32800) is hereby repealed.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed
on page 36932 of this Journal.]

PROHIBITION OF PEDDLING IN AREA BOUNDED BY WEST
FULLERTON AVENUE, NORTH LAMON AVENUE,
NORTH CICERO AVENUE AND WEST
WRIGHTWOOD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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* a substitute ordinance prohibiting peddling at any time within a designated district in the 31st Ward. This ordinance was referred to the committee on July 14, 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.

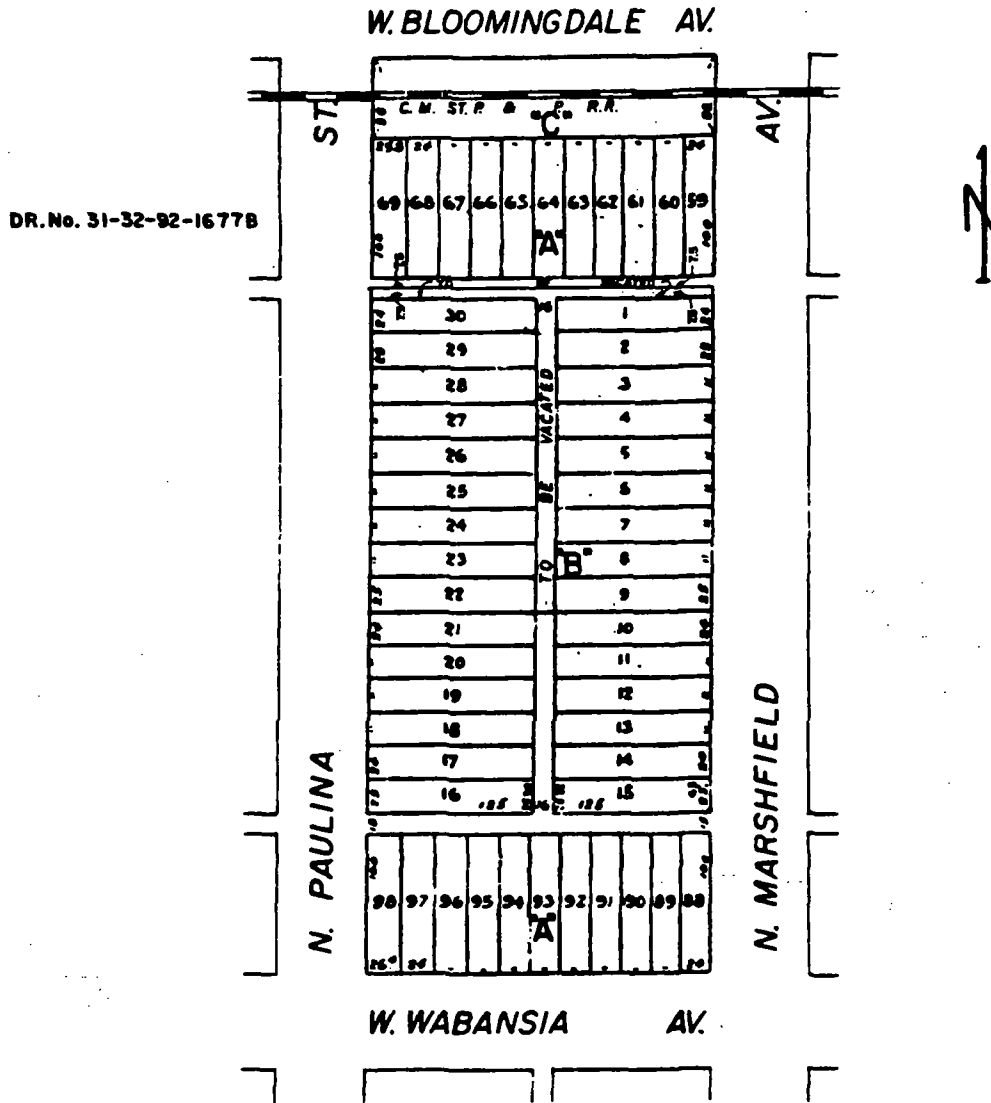
(Continued on page 36933)

Ordinance associated with this drawing printed on pages 36929 through 36931 of this Journal.

"A"
J.G.KEENAN'S SUB. OF BLK. 24, SHEFFIELD'S ADD. TO CHICAGO
SEC. 31-40-14

"B"
DILLARD'S RESUB. OF LOTS 70 TO 87 INCL. & LOTS 99 TO 116 INCL. IN
J.G.KEENAN'S SUB. & etc. (See "A")

"C"
PORTIONS OF BLOOMINGDALE AVE. TO BE USED AND OCCUPIED BY C.M. & ST.
P.R.R. AS PER TRACK ELEVATION ORD. PASSED JUNE 27, 1910.
REC. DEC. 31, 1913 DOC. #5330858



(Continued from page 36931)

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 4-244-140 of the Municipal Code of Chicago, peddling of any merchandise, or any other article or thing whatsoever, is hereby prohibited at any time within the following designated district:

bounded on the south by the center line of West Fullerton Avenue, on the west by the center line of North Lamon Avenue, on the east by the center line of North Cicero Avenue, and on the north by the center line of West Wrightwood Avenue.

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

ESTABLISHMENT OF BUS STAND ON PORTION
OF NORTH CLARK STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 ordinance transmitted herewith (referred on July 14, 1993) establishing a bus stand upon the public way at the east curb of North Clark Street, from a point forty (40) feet south of the south property line of West Wisconsin Street, to a point one hundred fifty (150) feet south thereof.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

Public Way	Area
North Clark Street (east curb)	From a point 40 feet south of the south property line of West Wisconsin Street, to a point 150 feet south thereof.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars (\$200.00) for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

**CHICAGO TRANSIT AUTHORITY URGED TO CONSIDER
PLACING BENCHES AT BUS STOPS ALONG
HEAVILY TRAVELED THOROUGHFARES
WITHIN CITY.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 *Adopt* the proposed resolution transmitted herewith (referred on July 14, 1993) memorializing the Chicago Transit Authority to consider the provision of benches, which are flat and ad

free, at bus stops along the most heavily traveled thoroughfares within the City where no other seating arrangements exist, to the great benefit of senior, handicapped and other citizens.

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 resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Many street corners of busy thoroughfares within the City of Chicago have ad benches which are readily usable by senior, handicapped and other citizens waiting for motor transportation; and

WHEREAS, Some areas of the City, however, have been declared "Advertising Bench Free Zones" and therefore house no benches at bus stops on heavily travelled thoroughfares; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby memorializes the Chicago Transit Authority to consider the provision of benches at bus stops along the most heavily travelled thoroughfares within the City where no other seating arrangements exist, to the great benefit of senior, handicapped and other citizens. Benches should be flat and ad free.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES AT SPECIFIED
LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the committee on July 14, 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 ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

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

Acacia Park Auto Body.

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 Acacia Park Auto Body, 7615 West Irving Park Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 7615 West Irving Park Road.

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

Danielson Food Products, Inc.

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 Danielson Food Products, Inc. of 215 -- 223 West Root Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 205 West Root Street.

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

Latin School.

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 Latin School, 59 West North Boulevard, Chicago, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 59 West North Boulevard.

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

Mr. Michael Morrissey.

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 Michael Morrissey of 7933 Deerwood Drive, Palos Park, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2708 North Greenview Avenue, Chicago, Illinois.

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

**AUTHORIZATION FOR INSTALLATION OF "COSMOPOLITAN
CHURCH OF PRAYER DRIVE" HONORARY STREET
SIGNS ON PORTION OF EAST 65TH STREET.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 "Cosmopolitan Church of Prayer Drive" honorary street signs on East 65th Street, between South Cottage Grove Avenue and South Kimbark Avenue. This ordinance was referred to the committee on July 14, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of East 65th Street, between South Cottage Grove Avenue and South Kimbark Avenue as "Cosmopolitan Church of Prayer Drive".

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

CONSIDERATION FOR INSTALLATION OF
"LUIS A. FERRE AVENUE" HONORARY
STREET SIGNS ON PORTION OF
WEST NORTH AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 issue the necessary action to install "Luis A. Ferre Avenue" honorary street signs on West North Avenue, from North Pulaski Road to North Kostner Avenue. This order was referred to the committee on July 14, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West North Avenue, from North Pulaski Road to North Kostner Avenue, memorializing the street to "Luis A. Ferre Avenue".

CONSIDERATION FOR INSTALLATION OF "CAROLYN GRAYSON PLACE" HONORARY STREET SIGNS ON PORTION OF WEST 99TH PLACE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 "Carolyn Grayson Place" honorary street signs on West 99th Place, from South Eggleston Avenue to South Normal Avenue. This order was referred to the committee on July 14, 1993.

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

Respectively 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West 99th Place, from South Eggleston Avenue to South Normal Avenue, memorializing the street to "Carolyn Grayson Place".

AUTHORIZATION FOR INSTALLATION OF "DR. CHARLES G. HAYES
DRIVE" HONORARY STREET SIGNS ON PORTION
OF SOUTH MARYLAND AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 "Dr. Charles G. Hayes Drive" honorary street signs on South Maryland Avenue, between 6300 south and 6700 south. This ordinance was referred to the committee on July 14, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Maryland Avenue, between the 6300 and 6700 blocks as "Dr. Charles G. Hayes Drive".

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

CONSIDERATION FOR INSTALLATION OF "MC INERNEY CORNER"
HONORARY STREET SIGNS ON PORTION
OF WEST 46TH PLACE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 "McInerney Corner" honorary street signs on West 46th Place, from South Wallace Avenue to the first alley west thereof. This order was referred to the committee on July 14, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West 46th Place, from South Wallace Avenue to the first alley west thereof, as "McInerney Corner".

CONSIDERATION FOR INSTALLATION OF "CLEODIA AND
JOHN O'QUINN AVENUE" HONORARY STREET SIGNS
ON PORTION OF SOUTH CENTRAL PARK AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 "Cleodia and John O'Quinn Avenue" honorary street signs on South Central Park Avenue, from West Harrison Street to West Cermak Road. This order was referred to the committee on July 14, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate South Central Park Avenue, from West Harrison Street to West Cermak Road, memorializing the street to "Cleodia and John O'Quinn Avenue".

CONSIDERATION FOR INSTALLATION OF "REVEREND CHARLES
E. ROBINSON ROAD" HONORARY STREET SIGNS ON
PORTION OF WEST CERMAK ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 Charles E. Robinson Road" honorary street signs on West Cermak Road, from South Kedzie Avenue to South Pulaski Road. This order was referred to the committee on July 14, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West Cermak Road, from South Kedzie Avenue to South Pulaski Road, memorializing the street to "Reverend Charles E. Robinson Road".

**AUTHORIZATION FOR INSTALLATION OF "SIG SAKOWICZ
DRIVE" HONORARY STREET SIGNS ON PORTION
OF WEST WABANSIA AVENUE.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 "Sig Sakowicz Drive" honorary street signs on West Wabansia Avenue, from North Winchester Avenue to North Damen Avenue. This ordinance was referred to the committee on July 14, 1993.

This recommendation was concurred in 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of West Wabansia Avenue, from North Damen Avenue to North Winchester Avenue as "Sig Sakowicz Drive".

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

AUTHORIZATION FOR INSTALLATION OF
"REVEREND I.W. WILLIAMS STREET"
HONORARY STREET SIGNS
ON PORTION OF SOUTH
LOWE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 "Reverend I.W. Williams Street" honorary street signs on South Lowe Avenue, from West 76th Street to West 79th Street. This ordinance was referred to the committee on July 14, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 and 11460 of the Council Journal of Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Lowe Avenue, from West 76th Street to West 79th Street as "Reverend I. W. Williams Street".

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
INSTALLATION OF "REVEREND F. W. WILLIAMS
DRIVE" HONORARY STREET SIGNS ON
PORTION OF SOUTH KENWOOD
AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 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 amendment to an ordinance passed April 22, 1993 for an honorary street sign for "Reverend F. W. Williams Drive", by striking: "East 62nd Street" and inserting in lieu thereof the words: "East 63rd Street". This ordinance was referred to the committee on July 14, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance heretofore passed by the City Council on April 22, 1993 (City Council Journal of Proceedings, page 31785) directing the Commissioner of Transportation to take the necessary action for the standardization of South Kenwood Avenue, between East 61st Street and East 62nd Street as "Reverend F. W. Williams Drive"; be amended by striking therefrom the words "East 62nd Street" and inserting in lieu thereof the words "East 63rd Street".

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

COMMITTEE ON ZONING.

**APPROVAL OF ZONING EXCEPTIONS FOR CHANGE OF
LICENSEE AND CONTINUED OPERATION OF
TAVERNS AT DESIGNATED LOCATIONS.**

The Committee on Zoning submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 26, 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 particular areas.

I beg leave to recommend the passage of three ordinances which were corrected and amended in their corrected form. They are Application Numbers 11118, 11109 and A-3087.

I also beg leave to recommend the passage of two applications for exceptions at 3614 North Damen Avenue and 4559 South Richmond Street.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of the two applications for exceptions for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed resolutions transmitted with the foregoing committee report were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following are said resolutions as adopted (the italic heading in each case not being a part of the resolution):

3614 North Damen Avenue.

WHEREAS, The Reminiscent Bar & Grill, Inc., on behalf of William R. Finkler, President, as licensee, filed on February 1, 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 R4 General Residence District, on premises at 3614 North Damen Avenue; and

WHEREAS, The decision of the Office of Zoning Administrator rendered February 1, 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, Article 7.3-4 11.7A-1".

WHEREAS, The district maps show that the premises is located in an R4 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 R4 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 license 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 3614 North Damen Avenue, 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, Reminiscent Bar & Grill, Inc., on behalf of William R. Finkler, President, 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 Zoning Ordinance.

4559 South Richmond Street.

WHEREAS, The Club Antionette, Inc. -- Maria Ciszek, President, as licensee, filed on February 1, 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 4559 South Richmond Street; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered February 1, 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 license 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 4559 South Richmond 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, Club Antionette, Inc., Maria Ciszek, President, 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.

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, August 4, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 26, 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 three ordinances which were corrected and amended in their corrected form. They are Application Numbers 11118, 11109 and A-3087.

I also beg leave to recommend the passage of two applications for exceptions at 3614 North Damen Avenue and 4559 South Richmond Street.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of the two applications for exceptions for which I request immediate passage because time is of the essence.

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 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 R3 General Residence District symbols and indications as shown on Map No. 5-M in the area bounded by:

West Fullerton Avenue; North Mobile Avenue; the alley next south of and parallel to West Fullerton Avenue; and North Mulligan Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-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. 7-J in the area bounded by:

a line 30.0 feet southwesterly (as measured at right angles) of West Barry Avenue; North Davlin Court; a line 120.0 feet southwesterly (as measured at right angles) of West Barry Avenue; and the public alley running between North Davlin Court and North Haussen Court,

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-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 B4-3 Restricted Service District symbols and indications as shown on Map No. 8-E in the area bounded by:

East 35th Street; the alley next east of and parallel to South Dr. Martin Luther King, Jr. Drive; a line 140 feet south of and parallel to East 35th Street; and South Dr. Martin Luther King, Jr. Drive,

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 9-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 R4 General Residence District symbols and indications as shown on Map No. 9-G in the area bounded by:

a line 72.30 feet south of West Addison Street; North Sheffield Avenue; a line 383.43 feet south of West Addison Street; the alley next west of North Sheffield Avenue; the alley next west of and parallel to North Sheffield Avenue; the alley next south of and parallel to West Addison Street; and the alley next west of and parallel to North Sheffield Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-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. 9-G in the area bounded by:

the alley next north of and parallel to West Cornelia Avenue; a line 216 feet east of North Racine Avenue; West Cornelia Avenue; and a line 166 feet east of North Racine 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-M.
(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 Institutional Planned Development No. 130 and R2 Single-Family Residence District symbols and indications as shown on Map No. 9-M in the area bounded by:

the alley next north of and parallel to West Addison Street; the alley next west of and parallel to North Central Avenue; a line 108.5 feet north of and parallel to West Addison Street; North Central Avenue; a line 86.8 feet south of and parallel to West Eddy Street; the alley next west of and parallel to North Central Avenue; West Eddy Street; North Major Avenue; and the alley north of and parallel to West Addison Street,

to those of Institutional Planned Development No. 130, as amended, and a corresponding use district 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:

Planned Development Statements.

1. The area delineated herein as an "Institutional Planned Development No. 130" (the "Planned Development") consists of approximately 330,294 square feet (approximately 7.582 acres) of real property which is depicted on the attached Property Line Map (the "Property") and is owned or controlled by the Applicant, Our Lady of the Resurrection Medical Center, an Illinois not-for-profit corporation.
2. All applicable official reviews, approvals or permits required in connection with this Planned Development shall be obtained by the Applicant or its successors, assignees or grantees.
3. This Planned Development consists of fifteen (15) Statements; including an Existing Zoning and Street System Map; 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 Data; a Site/Landscaping Plan ("Site Plan"), prepared by James C. Differding, landscape architect, dated July 15, 1993; and the Building Elevations (the "Elevations") prepared by O'Donnell Wicklund Pigozzi and Peterson Architects, Incorporated ("O.W.P.P."), dated July 15, 1993. Full size sets of the Site Plan and Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other 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.
4. The permitted uses in the Planned Development are hospital and related medical uses, educational and academic uses, research and medical facilities, day care centers (adult and child), intermediate care and skilled nursing home, professional offices, hospital-related residential uses, parking and related uses. In addition, for the portion of the Property located at the northeast corner of North Major Avenue and West Eddy Street (bounded by Major, Eddy, a line one hundred twenty-six (126) feet north of Eddy, and a line thirty-six (36) feet east of Major), single-family uses shall be permitted.
5. Identification and other necessary 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.

6. Any dedication or vacation of streets or alleys, or easements, or adjustment 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.
7. Off-street parking and loading facilities will be provided in compliance with this Planned Development. A minimum of two percent (2%) of all parking spaces shall be designated for parking for the handicapped.
8. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations and of the Commissioner of the Department of Planning and Development.
9. Height restriction of any new building depicted on the Elevations (hereinafter defined) attached hereto or any appurtenance thereto shall, in addition, 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.
10. For purposes of maximum Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from Floor Area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical equipment rooms in excess of 5,000 square feet, in a single location, regardless of placement in the building, shall be excluded.

11. This Planned Development 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 and in effect on the date hereof.
12. The improvements in the Planned Development, including all landscaping and entrances and exits to the parking areas, shall be designed and installed in general conformance with the Site Plan and the Elevations. In addition, landscaping (including 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.
13. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate, 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. 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 of the maximum percent of land covered.
14. 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 new buildings to be 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.
15. Unless substantial construction of the proposed Radiology Department addition (as depicted upon the Site Plan) has commenced within ten (10) years of the adoption of this Planned

Development and 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 revert to the zoning as it was on the day before the passage of this Planned Development ordinance (Institutional Planned Development No. 130 and R2 Single-Family Residence District, as depicted upon the attached Existing Zoning and Street System Map).

[Existing Zoning and Street System Map, Property Line and Right-of-Way Adjustment, Generalized Land Use Map, Existing Land Use Map, Site/Landscaping Plan and Building Elevations attached to this Plan of Development printed on pages 36966 through 36971 of this Journal.]

Table of Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Planned Development

Use And Bulk Regulations And Data.

- | | |
|------------------------------|--|
| 1. Net Site Area: | 240,770.02 square feet (approximately 5.527 acres, including alley to be vacated). |
| 2. Gross Site Area: | 330,294 square feet (to center line of all streets and alleys). |
| 3. Uses: | As set forth in Statement No. 4. |
| 4. Maximum Floor Area Ratio: | 1.65. |

- | | |
|---|---|
| 5. Maximum Percentage of Land Coverage: | Forty percent (40%). |
| 6. Minimum Number of Off-Street Parking Spaces: | 850 parking spaces. |
| 7. Minimum Number of Off-Street Loading Spaces: | Four (4) loading spaces. |
| 8. Minimum Periphery Setbacks (for Buildings): | West Addison Street: 0 feet.
West Eddy Street: 6 feet.
North Major Avenue: 4.9 feet.
North Central Avenue: 0 feet. |
| 9. Minimum Distances Between Buildings: | 0 feet. |
| 10. Maximum Building Height: | See Elevations. |

Reclassification Of Area Shown On Map Number 11-M.

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

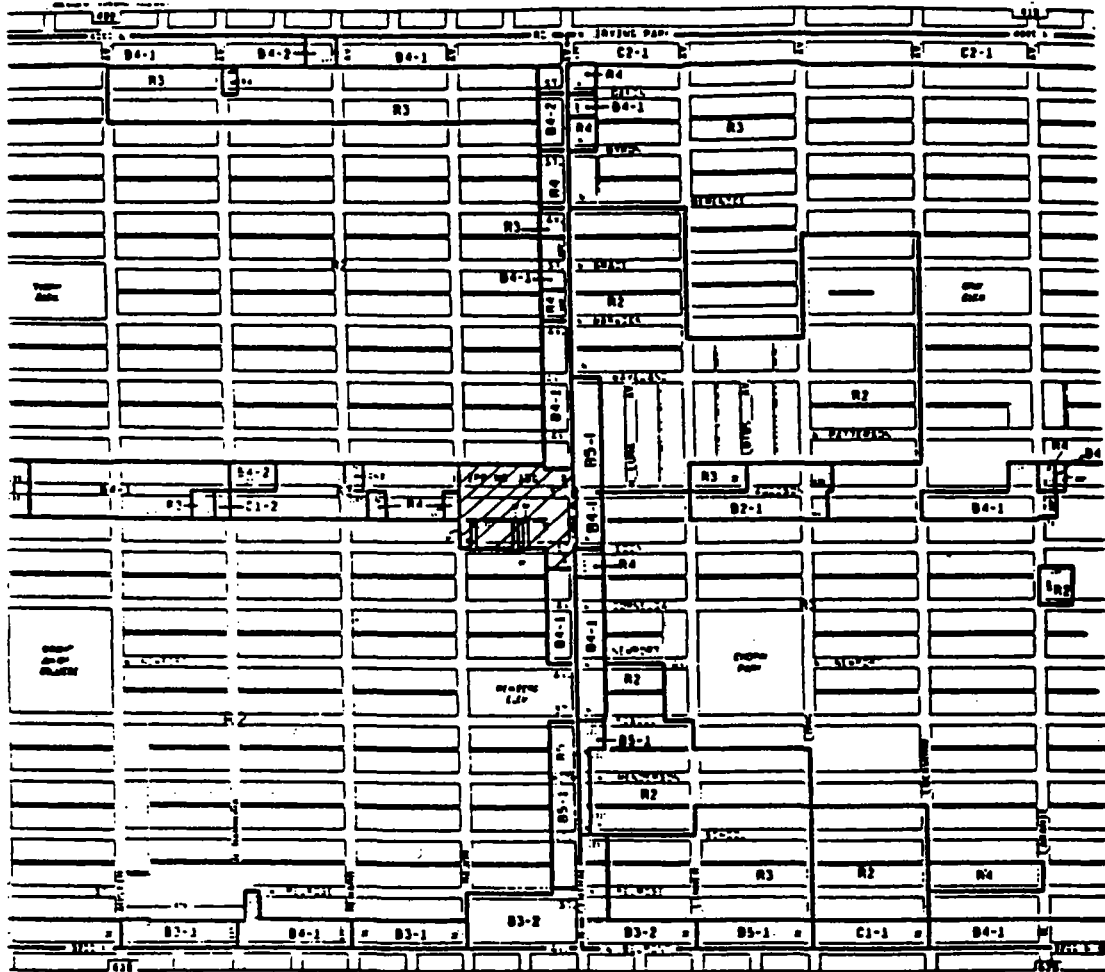
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 11-M in the area bounded by:

West Montrose Avenue; a line 119.58 feet east of and parallel to North Narragansett Avenue; the alley next south of West Montrose Avenue; and North Narragansett 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.

Existing Zoning And Street System Map.



RESIDENCE DISTRICTS

- R1 SINGLE-FAMILY RESIDENCE DISTRICT
- R2 SINGLE-FAMILY RESIDENCE DISTRICT
- R3 GENERAL RESIDENCE DISTRICT
- R4 GENERAL RESIDENCE DISTRICT
- R5 GENERAL RESIDENCE DISTRICT
- R6 GENERAL RESIDENCE DISTRICT
- R7 GENERAL RESIDENCE DISTRICT
- R8 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

- B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
- B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
- B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
- B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
- B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
- B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
- B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

 - PLANNED DEVELOPMENT BOUNDARY

COMMERCIAL DISTRICTS

- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
- C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
- C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
- C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7

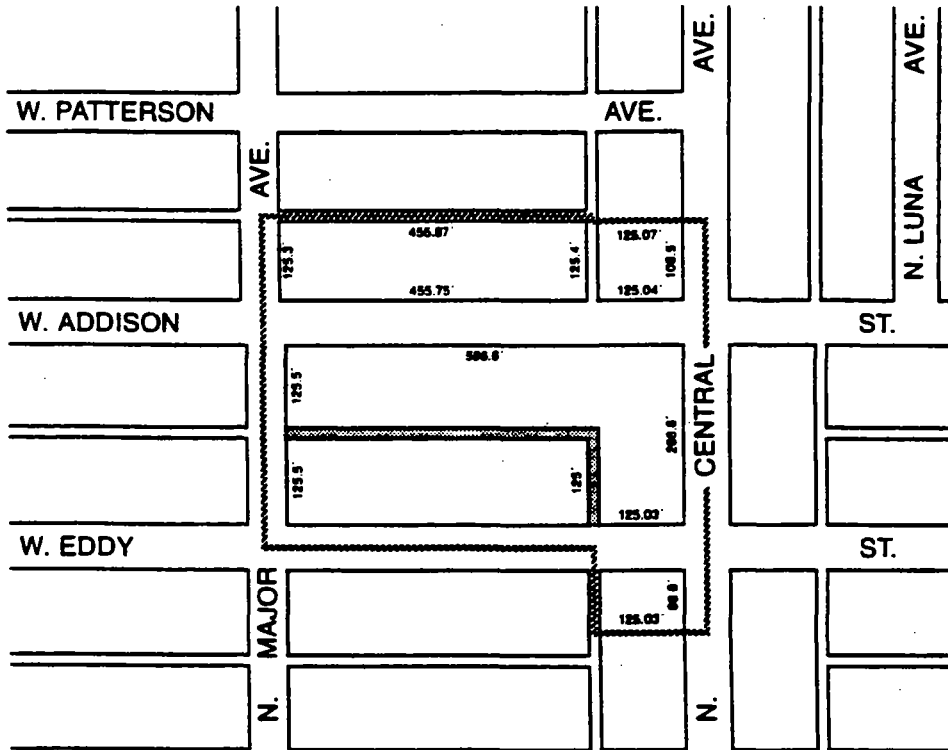
FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 8

FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9

FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10



Property Line Map And Right-Of-Way Adjustment.



LEGEND

----- PLANNED DEVELOPMENT BOUNDARY

▨ ALLEY TO BE VACATED

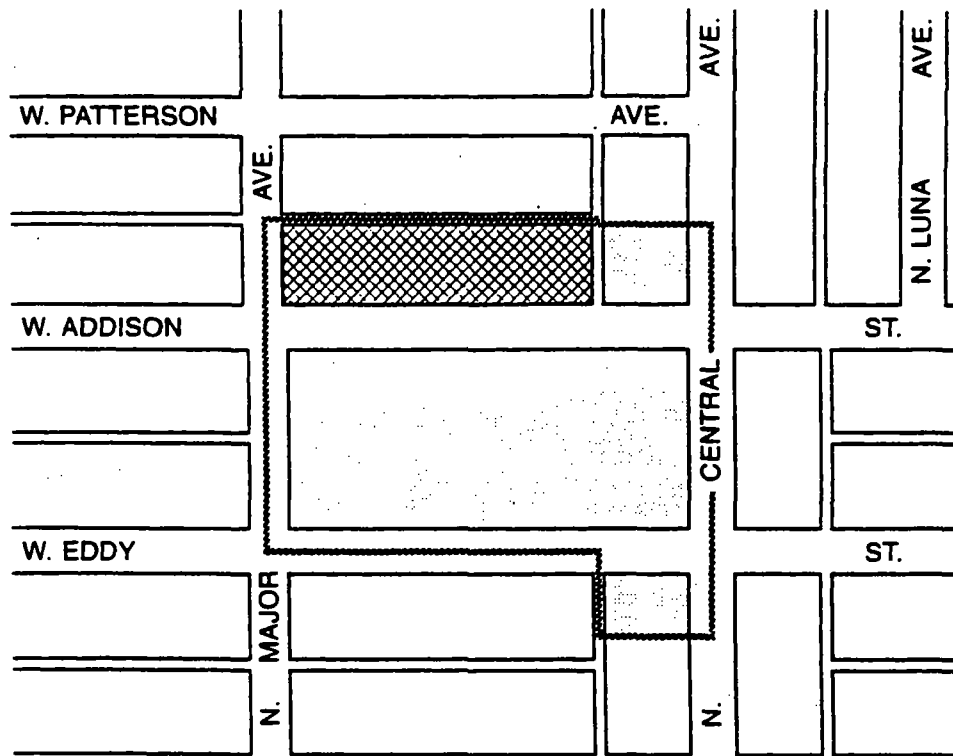


APPLICANT: OUR LADY OF THE RESURRECTION MEDICAL CENTER

DATE: MAY 18, 1993

REVISED: JULY 15, 1993

Generalized Land Use Plan.



LEGEND

----- PLANNED DEVELOPMENT BOUNDARY

 HOSPITAL AND RELATED MEDICAL USES, ACADEMIC AND EDUCATIONAL USES, RESEARCH AND MEDICAL FACILITIES, DAY CARE CENTER (ADULT AND CHILD), INTERMEDIATE CARE AND SKILLED NURSING HOME, PROFESSIONAL OFFICES, RESIDENTIAL USES, PARKING AND RELATED USES.

 OFF-STREET PARKING

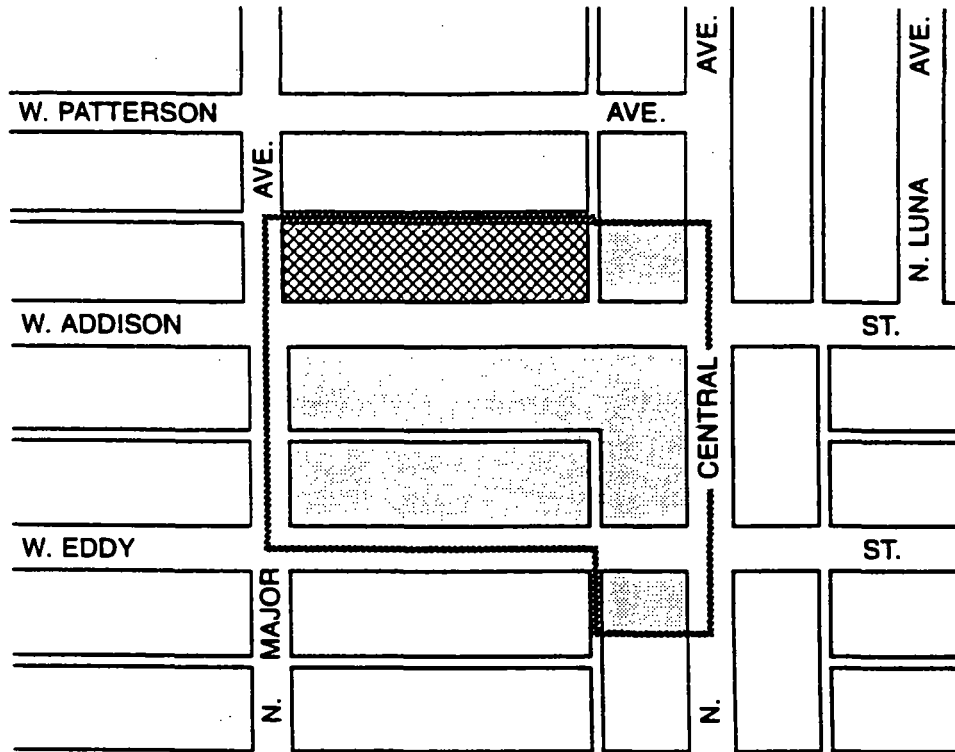


APPLICANT: OUR LADY OF THE RESURRECTION MEDICAL CENTER

DATE: MAY 18, 1993

REVISED: JULY 15, 1993

Existing Land Use Area Map.



LEGEND

----- PLANNED DEVELOPMENT BOUNDARY



HOSPITAL AND RELATED MEDICAL USES, ACADEMIC AND EDUCATIONAL USES, RESEARCH AND MEDICAL FACILITIES, DAY CARE CENTER (ADULT AND CHILD), INTERMEDIATE CARE AND SKILLED NURSING HOME, PROFESSIONAL OFFICES, RESIDENTIAL USES, PARKING AND RELATED USES.



OFF-STREET PARKING

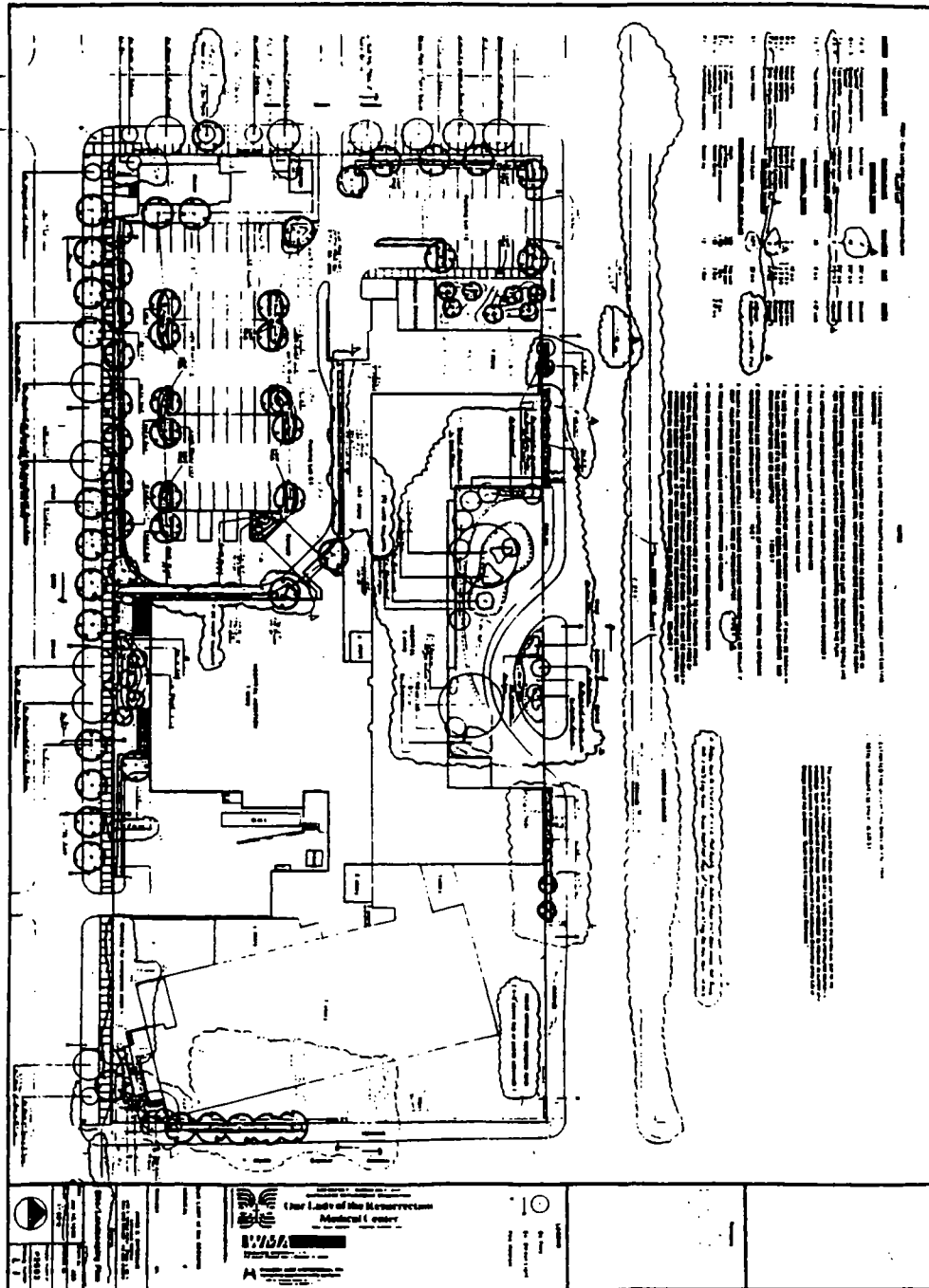


APPLICANT: OUR LADY OF THE RESURRECTION MEDICAL CENTER

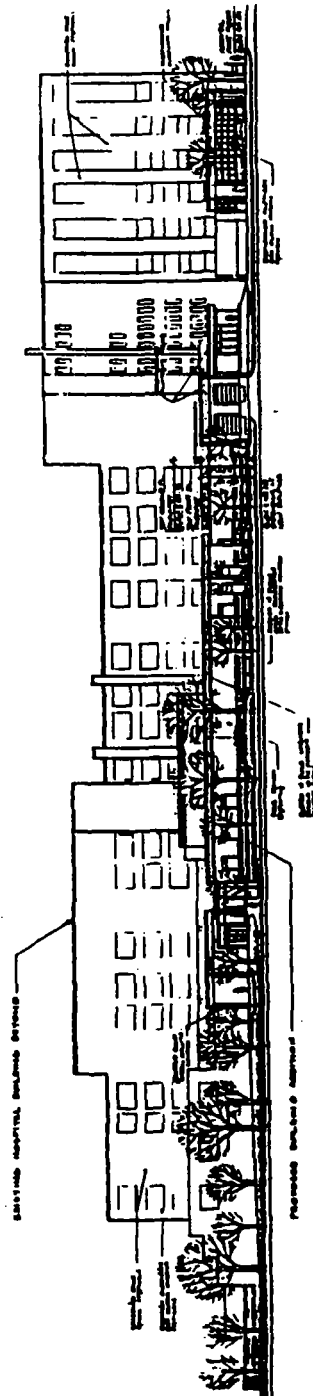
DATE: MAY 18, 1993

REVISED: JULY 15, 1993

Site/Landscaping Plan.



Building Elevations.

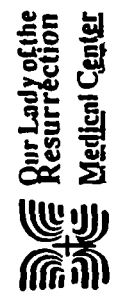


SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

OWP&P
 100 South Washington Avenue
 Chicago, Illinois 60606
 TEL: 312.379.2176

CD2

1/15/93



Reclassification Of Area Shown On Map Number 12-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. 12-G in the area bounded by:

the alley next south of and parallel to West 47th Street; South Loomis Street; West 49th Place; South Throop Street; West 50th Street; South Loomis Street; the alley next north of and parallel to West 51st Street; South Bishop Street; a line 140 feet north of West 51st Street; South Laflin Street; the alley next north of and parallel to West 51st Street; the alley next east of and parallel to South Ashland Avenue; a line 161.5 feet south of West 48th Street; South Justine Street; West 48th Street; and the alley next east of and parallel to South Ashland Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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 B3-2 General Retail District symbols and indications as shown on Map No. 22-B in the area bounded by:

East 90th Street; the alley next east of and parallel to South Commercial Avenue; a line 55.07 feet south of and parallel to East 90th Street; and South Commercial Avenue,

to those of a B3-3 General Retail District and a corresponding use district is hereby established in the area above described.

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

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON HOUSING AND REAL ESTATE.

**AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH AND CONVEYANCE OF PROPERTY
AT 2137 -- 2145 WEST ADAMS STREET TO NEAR
WEST SIDE COMMUNITY DEVELOPMENT
CORPORATION, INC.**

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Housing and Real Estate, submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Joint Committee on Finance and Housing and Real Estate, having had under consideration an ordinance authorizing the conveyance of City-owned lots to the Near West Side Community Development Corporation, Inc. and to execute a redevelopment agreement to redevelop the property located at 2137 -- 2145 West Adams 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) AMBROSIO MEDRANO,
Committee on Housing
and Real Estate,
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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

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 under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and as such may exercise any power related to its local governmental affairs; and

WHEREAS, The City owns five (5) lots on the near west side which are commonly referred to as 2137 -- 2145 West Adams Street and are legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The City has preliminarily selected Near West Side Community Development Corporation, Inc., a not-for-profit corporation ("Developer") to receive certain Community Development Block Grant ("C.D.B.G.") funds in connection with the Strategic Neighborhood Action Program ("S.N.A.P."), a program whereby acquisition, new construction and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas; and

WHEREAS, In exchange for receiving C.D.B.G. funds the Developer agrees to construct a fifteen (15) unit rental apartment building ("Project") on the Property to house low- and moderate-income tenants; and

WHEREAS, The City agrees to sell the Property to the Developer for One Dollar (\$1.00); now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon approval by the City Council of Near West Side Community Development Corporation, Inc. to be a recipient of C.D.B.G. funds under the S.N.A.P. Program for the construction of the Project, the City shall convey the Property to the Developer for One Dollar (\$1.00).

SECTION 3. The City and the Developer shall execute a redevelopment agreement and any such documents as may be necessary to provide for the redevelopment of the Property. All such documents shall meet the prior 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 redevelopment agreement and quitclaim deed for the sale of the Property.

SECTION 5. This ordinance shall be effective immediately upon its passage.

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

Exhibit "A".

Legal Description Of Property.

Lot 1.

Street Address: 2137 West Adams Street

Permanent Index Number: 17-18-116-014

Legal Description.

Lot 2 in Ellen Keenon's Subdivision of Sublots 1 to 6 inclusive of Lots one to six inclusive of Block 5 of the subdivision of the Administratrix and Heirs of R. J. Hamilton of the east 501.62 feet of the north 1,622 feet or the west half of the east half of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Lot 2.

Street Address: 2139 West Adams Street

Permanent Index Number: 17-18-116-013

Legal Description.

Lot 3 in Keenon's Subdivision of Sublots 1, 2, 3, 4, 5 and 6 of Lots 1, 2, 3, 4, 5 and 6 in Block 5 in the subdivision of the east 501.62 feet of the west half of the east half of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Lot 3.

Street Address: 2141 West Adams Street

Permanent Index Number: 17-18-116-012

Legal Description.

Lot 4 and a strip of land 2-8/12 feet in width lying west of and adjoining Lot 4 in Keenon's Subdivision of Lots 1 to 4 and 6 in resubdivision of Lots 1 to 6 in Block 5 in Priscilla P. Hamilton's Subdivision of the east 501.62 feet of the north 1,622 feet of the west half of the east half of the northwest quarter of Section 18, Township 39 North, Range 14 of the Third Principal Meridian in Cook County, Illinois.

Lot 4.

Street Address: 2143 West Adams Street

Permanent Index Number: 17-18-116-011

Legal Description.

Lot 5 in Ellen Keenon's Subdivision of Sublots 1 to 6 of Lots 1 to 6 in Block 5 in Priscilla F. Hamilton's Subdivision of the east 501.62 feet of the north 1,622 feet of the west half of the east half of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Lot 5.

Street Address: 2145 West Adams Street

Permanent Index Number: 17-18-116-010

Legal Description.

Lot 6 and the north 107 feet south of Adams Street of the half alley, 7-1/2 feet wide, west of and adjoining said Lot 6, in Ellen Keenon's Subdivision of Sublots 1 to 6 both inclusive in Block 5 of the subdivision of the Administratrix and Heirs of R. J. Hamilton of the east 501.62 feet of the north 1,622 feet of the west half of the east half of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, according to plat of said Ellen Keenon's Subdivision recorded in

the Recorder's Office of Cook County, Illinois, in Book 7 of Plats, page 94 as Document Number 181952, in Cook County, Illinois.

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

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Housing and Real Estate, submitted the following report:

CHICAGO, August 4, 1993.

To the President and Members of the City Council:

Your Joint Committee on Finance and Housing and Real Estate, having had under consideration an ordinance authorizing the amendment of an ordinance which approved the Claretian Associates Neighborhood Development Office as developer under the New Homes for Chicago 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) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) AMBROSIO MEDRANO,
Committee on Housing
and Real Estate,
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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted June 7, 1990 (Council Journal of Proceedings, pages 17038 -- 17045), established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, The City Council, by ordinance passed April 29, 1992, approved the selection of the Claretian Associates Neighborhood Development Office, an Illinois not-for-profit corporation, as a developer ("Developer") to construct new single-family housing in the South Chicago neighborhood of the City pursuant to the New Homes Program; and

WHEREAS, The City seeks to amend the April 29, 1992 ordinance to add certain parcels to the list of available City parcels to be conveyed by the City to Developer pursuant to the New Homes Program, and to delete certain City lots and a private lot from inclusion in the New Homes Program; and

WHEREAS, The Department of Housing recommends to the City Council that it amend the April 29, 1992 ordinance as provided herein; now, therefore,

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

SECTION 1. Pursuant to the objectives of the New Homes Program and the provisions contained in the redevelopment agreement executed by the City and the Developer dated as of December 30, 1992, the City shall be permitted to convey to Developer those certain parcels described in Exhibit A attached hereto.

SECTION 2. Those certain parcels listed on Exhibit B attached hereto shall be deleted from inclusion in the list of City parcels and private parcels available to Developer for redevelopment pursuant to the New Homes Program.

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

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

Exhibit "A".

City Lots.

Address	Permanent Index Number
9017 South Buffalo Avenue	26-05-109-006-0000
9019 South Buffalo Avenue	26-05-109-007-0000
9021 South Buffalo Avenue	26-05-109-008-0000
9025 South Buffalo Avenue	26-05-109-009-0000
9027 South Buffalo Avenue	26-05-109-010-0000
9029 South Buffalo Avenue	26-05-109-011-0000
9033 South Buffalo Avenue	26-05-109-012-0000
9020 South Buffalo Avenue	26-05-108-026-0000
9022 South Buffalo Avenue	26-05-108-027-0000

Exhibit "B".

City Lots.

Address	Permanent Index Number
9130 South Burley Avenue	26-06-406-023-0000
9132 South Burley Avenue	26-06-406-024-0000
9136 South Burley Avenue	26-06-406-025-0000
9138 South Burley Avenue	26-06-406-026-0000
9142 South Burley Avenue	26-06-406-027-0000
9121 South Burley Avenue	26-05-112-010-0000

Private Lot.

Address	Permanent Index Number
9128 South Burley Avenue	26-06-406-022-0000

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 Preckwinkle, Bloom, Madrzyk, Evans, E. Smith and Natarus. 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Sponsored by the elected city officers named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR.

TRIBUTE TO LATE MR. RAYMOND J. WELSH.

WHEREAS, Almighty God in His infinite wisdom and mercy called Raymond J. Welsh from this life on July 27, 1993, at the age of seventy-four; and

WHEREAS, In a public career spanning several decades, Mr. Welsh served his nation and his community in a variety of responsible positions devoted to the protection of his fellow citizens; and

WHEREAS, During World War II, Mr. Welsh answered the call of his country, served in the European Theater of Operations where he saw action in the Battle of the Bulge, and ultimately rose to the rank of major in the United States Army; and

WHEREAS, Mr. Welsh was subsequently elected by his fellow citizens to the Illinois House of Representatives and the Illinois Senate; and

WHEREAS, Throughout his legislative tenure Mr. Welsh took special interest in matters related to the health and safety of children, and was the sponsor of legislation requiring that all newborn infants be tested for

phenylketonuria, thereby enabling untold numbers of Illinois children to lead normal and healthy lives; and

WHEREAS, Mr. Welsh also served as co-chairman of the Illinois Crime Commission and as Committeeman of the Oak Park Regular Democratic Organization; and

WHEREAS, Mr. Welsh is survived by his son, Kelly; his daughter, Ann O'Malley; six grandchildren; three brothers; and many nieces and nephews; and

WHEREAS, Mr. Welsh's dedication to public service is an inspiration to all Chicagoans; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of August, 1993, do hereby honor the life and accomplishments of Raymond J. Welsh, and we mourn his passing from our midst; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Mr. Welsh as a sign of our sympathy and good wishes.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

**TRIBUTE TO LATE DR. THOMAS ANDREW DORSEY
FOR HIS CONTRIBUTIONS TO BLACK-AMERICAN
GOSPEL MUSIC.**

WHEREAS, Dr. Thomas Andrew Dorsey, the Father of Gospel Music was born July 1, 1899 in Villa Rica, Georgia; and

WHEREAS, Dr. Thomas Andrew Dorsey was the first musician to organize and perfect the "call and response" technique in African-American songs brought to this country by the slaves; and

WHEREAS, Dr. Thomas Andrew Dorsey impacted Black-American culture with his unique utilization of gospel songs in Black congregations and Pentecostal congregations; and

WHEREAS, Dr. Thomas Andrew Dorsey wrote "Precious Lord" one of his most famous and best loved compositions, which was born out of the tragic death of his wife and baby son; and

WHEREAS, Dr. Thomas Andrew Dorsey's first gospel hit was "If You See My Savior Tell Him That You Saw Me" in 1926; and

WHEREAS, Dr. Thomas Andrew Dorsey, has written over 400 gospel songs which have been recorded by such artists as Tennessee Ernie Ford, Roy Rogers, Dale Evans, Eddie Arnold, Rev. C. L. Franklin, Carmen Lombardo, Jessy Dixon and The Chicago Community Choir, Mattie Moss Clark Southwest Choir, Rosetta Clark, Gatemouth Moore, Sam Cooke and the Soul Stirrers, and the list goes on; and

WHEREAS, Dr. Thomas Andrew Dorsey, together with Theodore R. Frye, in 1936 organized the finest gospel choir at Ebenezer Baptist Church; and

WHEREAS, Dr. Thomas Andrew Dorsey in 1932 become the first independent publisher of Black American Gospel music; and

WHEREAS, Dr. Thomas Andrew Dorsey organized the first black gospel music convention after pressing his way through opposition from ministers; and

WHEREAS, Dr. Thomas Andrew Dorsey wrote "Peace in the Valley" for the late great Mahalia Jackson an association that began in 1935; and

WHEREAS, Dr. Thomas Andrew Dorsey started a new trend in gospel music by sponsoring a battle of songs between Roberta Martin and Sallie Martin at Chicago's Du Sable High School; and

WHEREAS, Dr. Thomas Andrew Dorsey, after the grief, the sorrow, the loneliness, and the uncertainty of the future was repayed one hundred fold with another lovely wife, Kathryn Dorsey, and two fine children, Thomas M. Dorsey and Doris M. Dorsey, and grandchildren; now, therefore,

Be It Resolved, By the Mayor and the City Council of the City of Chicago, that Dr. Thomas Andrew Dorsey unquestionably commands a special place in the history of the church and gospel music. He was a musical giant; and

Be It Further Resolved, That suitable copies of this resolution be made available to the family of Dr. Thomas Andrew Dorsey.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

SEPTEMBER 3, 1993 PROCLAIMED "AFRICA DAY IN CHICAGO".

WHEREAS, African Festival of the Arts is an annual labor day weekend event which takes place in Cornell Park at 47th and the Lakefront, and has grown since 1989 to become a major holiday event; and

WHEREAS, African Festival of the Arts recreates the excitement and atmosphere of a traditional African Marketplace and performs an important role in introducing and educating Chicagoans about African culture and artistry while providing an entertaining holiday outlet; and

WHEREAS, The producer of the African Festival of the Arts is Mr. Patrick Woodtor, owner of the Window to Africa store, who is a Liberian immigrant; and

WHEREAS, Mr. Woodtor's work with the African Festival of the Arts is to benefit the Africa House Foundation, which aspires to become an important cultural meeting place and cultural center for African and African-American dialogue and exchange; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council, assembled in a meeting this fourth day of August, 1993, do hereby proclaim Friday, September 3, 1993, as "Africa Day in Chicago" and encourage all Chicagoans to attend the African Festival of the Arts during the period of September 3 through September 6, 1993.

Presented By

ALDERMAN BLOOM (5th Ward):

**CONGRATULATIONS EXTENDED TO MS. LOUISE HOSKINS
BROADNAX ON HER RETIREMENT AS DIRECTOR OF
INSTITUTIONAL CARE FOR CITY OF CHICAGO.**

WHEREAS, Ms. Louise Hoskins Broadnax recently retired as Director of Institutional Care of the City of Chicago after a career spanning thirty-three years; and

WHEREAS, Ms. Louise Hoskins Broadnax, who graduated from the Provident Hospital School of Nursing in 1955, received a bachelor's degree in elementary education from Saint Mary of the Woods College in 1976, a master's degree in public administration from Sangamon State University in 1982, a master's degree in public service from Governor's State University in 1985, and is currently a student at the University of Illinois-Chicago in Public Health; and

WHEREAS, Ms. Louise Hoskins Broadnax was appointed Director of Institutional Care by the late Mayor Harold Washington; and

WHEREAS, Ms. Louise Hoskins Broadnax has contributed her time to numerous community activities, and has been a consultant on several public health issues; and

WHEREAS, Ms. Louise Hoskins Broadnax has participated in both leadership and scholarship seminars and workshops within the health care field; and

WHEREAS, Ms. Louise Hoskins Broadnax was recently elected National Queen of Eta Phi Beta Sorority; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourth day of August, 1993, do hereby congratulate Louise Hoskins Broadnax on the occasion of her retirement and do hereby wish her further success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ms. Louise Hoskins Broadnax.

Presented By

ALDERMAN BEAVERS (7th Ward):

**CONGRATULATIONS EXTENDED TO MR. LOWELL STEWARD
ON HIS RETIREMENT FROM CHICAGO POLICE
DEPARTMENT.**

WHEREAS, Chicago Police Cartographer Lowell Steward is retiring after thirty-five years of outstanding public service; and

WHEREAS, Mr. Lowell Steward began his years of dedicated public service November 16, 1958 in the Bureau of Sewers as a map draftsman.

After almost seven years of employment with the Bureau of Sewers, Lowell joined the Chicago Police Department as a Cartographer I, worked his way up to the distinguished title of Cartographer III in August, 1980 and was also given the job of supervisor for the Chicago Police Departments' Art Room, Graphic Arts and Reproduction Section; and

WHEREAS, Mr. Lowell Steward received his education from Carver Elementary School, Chicago Vocational High School, Wilson Jr. College and the University of Illinois; and

WHEREAS, Chicago Police Cartographer Lowell Steward the proud father of three children: Linda, Keith and Kenny and the brother of Chicago Police Officer James Steward; and

WHEREAS, The leaders of this great City are cognizant of the debt owed our outstanding public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our gratitude and our congratulations to Chicago Police Cartographer Lowell Steward, as he retires from a thirty-five year career with the Chicago Police Department, and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Lowell Steward.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. CHARLES A. LONG, JR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Charles A. Long, Jr., beloved citizen and friend, July 10, 1993; and

WHEREAS, Born in Danville, Illinois, May 25, 1914, Charles A. Long, Jr., completed his education in nearby Aurora and began his working career at Midland Ross National Casting Company, from which he retired after almost four decades of outstanding service; and

WHEREAS, Charles A. Long, Jr., and the former Georgia Spencer were married in June, 1972, and resided in the 8th Ward through his retirement in 1977; and

WHEREAS, Charles A. Long, Jr., leaves to mourn his loving wife, four children, five grandchildren, two great-grandchildren, and many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, A.D., do hereby express our sorrow on the passing of Charles A. Long, Jr., 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 Mrs. Charles A. Long, Jr..

TRIBUTE TO LATE MR. OTTO CLYDE MCCOLLUM.

WHEREAS, God in his infinite wisdom has called to his eternal reward Otto Clyde McCollum, beloved citizen, friend and public servant; and

WHEREAS, Otto Clyde McCollum was born and educated in Birmingham, Alabama, and moved to Chicago as a young man. He pursued a career of service to his fellow man and spent many years as a Chicago Police Officer; and

WHEREAS, An outstanding family man, Otto Clyde McCollum was united in holy matrimony to Lovertta McCollum. Their union yielded three children and three grandchildren, and he leaves to mourn many relatives and friends. One of his grandchildren, Alvin McCollum, Jr., is a dedicated precinct captain and longtime member of the 8th Ward Regular Democratic Organization, as well as a former administrative assistant to Alderman Lorraine Dixon; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, A.D., do hereby express our sorrow on the passing of Otto Clyde McCollum, 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 family of Otto Clyde McCollum.

TRIBUTE TO LATE MRS. DOLORES SAXTON WALKER.

WHEREAS, God in his infinite wisdom has called to her eternal reward Dolores Saxton Walker, outstanding business and community leader, friend and citizen, July 13, 1993; and

WHEREAS, Born April 18, 1928, in Birmingham, Alabama, Dolores Saxton moved to Chicago at an early age and ultimately attended Gillespie Elementary School, Calumet High School, Jones Commercial High School and the Illinois Institute of Technology; and

WHEREAS, Her entrepreneurial instinct and talent led Dolores Saxton Walker to own and head the Alfenix Packaging Corporation. An ardent supporter of equal business opportunities for all minorities, Mrs. Walker was a past board member of the Chicago Regional Purchasing Council, Inc., and a founding member of its business subcouncil, Black Contractors United, and the 15,000 member minority business enterprise input committee of the National Minority Supplier Development Council, Inc.. She was recently honored by Chicago's minority business community for her years of dedicated service; and

WHEREAS, Symbolizing the strength and stability of family life, Dolores Saxton Walker leaves to mourn her loving husband, William; a daughter, Lisa Louise Saxton of Atlanta, Georgia; a son, Bobby Ritchie; a stepson, Brandon Anderson; and a grandson, Joseph Richie; in addition to her parents, Melvin and Ruby Summerville, and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, A.D., do hereby express our sorrow on the passing of Dolores Saxton Walker, and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dolores Saxton Walker.

**CONGRATULATIONS EXTENDED TO MS. ZETTIE F. RICHARDSON
ON HER RETIREMENT FROM CITY OF CHICAGO
DEPARTMENT OF HEALTH.**

WHEREAS, Zettie F. Richardson, outstanding citizen and public servant, has retired from the City of Chicago Department of Health effective June 4, 1993; and

WHEREAS, Zettie F. Richardson, born, raised and educated in Missouri, received her training at the Kansas City General Hospital School of Nursing and eventually moved to Chicago, where she joined the Health Department as a staff nurse in June, 1972; and

WHEREAS, From 1972 to her retirement, Zettie F. Richardson held the position of clinic supervisor, and she was also facility manager of the Near South Health Center. In 1991, then United States Vice President Dan Quayle and other national dignitaries visited and applauded the Center which was then under her management; and

WHEREAS, A deeply religious person with solid family roots, Zettie F. Richardson has one daughter, Gloria, and one grandson, Carl, with whom she 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 fourth day of August, 1993, A.D., do hereby express our gratitude and our best wishes to Zettie F. Richardson as she retires after over twenty years of outstanding service with the City's Department of Health, and we extend to her and her family our most sincere wishes for continuing success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Zettie F. Richardson.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. DONALD F. CHAMBLESS.

WHEREAS, The Board of Managers of the Valentine Unit of the Boys and Girls Clubs of Chicago suffered a great loss at the recent passing away of its colleague Donald F. Chambless; and

WHEREAS, Donald F. Chambless, member of Valentine Board of Managers since 1959; and

WHEREAS, Donald F. Chambless, past president of the Valentine Board of Managers; and

WHEREAS, Donald F. Chambless, chairman of numerous Valentine Board fund-raising events and member of every Board committee; and

WHEREAS, Donald F. Chambless, Valentine Hall of Fame inductee in 1988; and

WHEREAS, Donald F. Chambless, honored by the Valentine Club as "Campaigner of the Year" in 1985; and

WHEREAS, Donald F. Chambless, past president of the Chicago Kiwanis Youth Foundation, past director of the Kiwanis Club of Chicago and chairman of Kiwanis Club Peanut Day in Chicago; and

WHEREAS, The civic and charitable efforts of Donald F. Chambless also extended to the Central Manufacturing District Club, serving as its president, the Boy Scouts of America, and the Stock Yard District, serving as campaign manager; and

WHEREAS, Donald F. Chambless, recipient of the W. Clement Stone Award for "Enthusiasm, Motivation and Commitment" in fund-raising and the betterment of youth through his efforts on behalf of the Boys and Girls Clubs of Chicago; and

WHEREAS, The record left by Donald F. Chambless as a truly civic minded individual who was prepared to devote his personal time to the raising of funds to benefit the youth of our community stands as an outstanding example to all his professional and personal associates; and

WHEREAS, Donald F. Chambless will be greatly missed by the Valentine Board of Managers, as will his immeasurable contributions to the betterment and enhancement of the Valentine Club be missed by the Club's members; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, do hereby mourn the death of Donald F. Chambless, and extend to his wife and family our sincerest sympathy and heartfelt condolences upon their great loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Donald F. Chambless.

TRIBUTE TO LATE MR. ROBERT J. DRISCOLL.

WHEREAS, Robert J. Driscoll passed away on July 13, 1993 at the age of fifty-two; and

WHEREAS, Robert J. Driscoll, beloved husband of Julie (nee Tobin); and

WHEREAS, Robert J. Driscoll, loving father of John, Deidre, Jennie and Stephen; and

WHEREAS, Robert J. Driscoll, fond brother of Mary Ann (Tom) Fitzgibbon; and

WHEREAS, Robert J. Driscoll, dear son-in-law of Jack and Grace Tobin and loving nephew of Geri Waidner; and

WHEREAS, Robert J. Driscoll grew up on Chicago's north side, attended St. George High School and entered DePaul University on a track scholarship; and

WHEREAS, Robert J. Driscoll's interest and prowess in athletics led to his earning a degree in physical education and pursuing a career first as an elementary school athletic director then later as a high school science and sociology instructor and coach; and

WHEREAS, Mr. Driscoll later enjoyed a successful career on Chicago's restaurant scene, lending his considerable skill and talents to Ditka's City Lights Restaurant, where he worked as manger, as well as at Faces on Rush Street and the Jukebox Saturday Night clubs; and

WHEREAS, A loving husband and devoted father, Robert J. Driscoll will be sorely missed by his wife and family; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, do hereby mourn the death of Robert J. Driscoll and extend to his wife and family our heartfelt and deepest condolences upon his passing; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Robert J. Driscoll.

TRIBUTE TO LATE MRS. MADELINE M. "SIS" SMITH.

WHEREAS, Madeline M. "Sis" Smith passed away on July 13, 1993 at the age of seventy-five; and

WHEREAS, Madeline M. "Sis" Smith, loving mother of Dr. Philip (Marilynn) Smith, Dennis F. (Kathleen) Smith and Patricia (Richard J.) Renaud; and

WHEREAS, Madeline M. "Sis" Smith, beloved grandmother of Dennis F. Smith and Bradley P. Smith; and

WHEREAS, Madeline M. "Sis" Smith, dearest sister of John (Helen) Begley; and

WHEREAS, Madeline M. "Sis" Smith, fond aunt of many and dear cousin of Dorothy (Stan) Weidner; and

WHEREAS, Madeline M. "Sis" Smith, lifelong resident of the 11th Ward Bridgeport and Canaryville communities; and

WHEREAS, Madeline M. "Sis" Smith, beloved friend to many and good neighbor to all; and

WHEREAS, Madeline M. "Sis" Smith will be greatly missed by all who knew and loved her; 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 fourth day of August, 1993, do hereby mourn the death of Madeline M. "Sis" Smith and extend our deepest and most heartfelt condolences to her family and friends upon their greatest of losses; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Madeline M. "Sis" Smith.

TRIBUTE TO LATE MR. NICK A. SPITALLI, SR.

WHEREAS, Nick A. Spitalli, Sr. passed away on July 10, 1993 at the age of sixty-eight; and

WHEREAS, Nick A. Spitalli, Sr., beloved husband of Mary for forty-nine years; and

WHEREAS, Nick A. Spitalli, Sr., dear father of Patrick, Margaret, Joe (Debbie), Elizabeth, Therese and Nick, Jr. (Margaret); and

WHEREAS, Nick A. Spitalli, Sr., fond grandfather of Melissa, Wayne, Joey, Lori, Patrick and Ann; and

WHEREAS, Nick A. Spitalli, Sr., beloved brother of Frank, and the late Sam and Fannie LaRosa; and

WHEREAS, Nick A. Spitalli, Sr., lifelong resident of the 11th Ward Bridgeport community; and

WHEREAS, Nick A. Spitalli, Sr., dedicated parishioner of Nativity of Our Lord Church; and

WHEREAS, Nick A. Spitalli, Sr., decorated veteran of World War II, serving his country in the United States Army; and

WHEREAS, Nick A. Spitalli, Sr., retired employee of the Chicago Transit Authority; and

WHEREAS, Nick A. Spitalli, Sr., beloved friend to many and good neighbor to all; and

WHEREAS, Nick A. Spitalli, Sr., will be greatly 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 here on this fourth day of August, 1993, do hereby mourn the death of Nick A. Spitalli, Sr. and extend to his wife and family our deepest sympathy and heartfelt condolences upon their great loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Nick A. Spitalli, Sr..

**CONGRATULATION EXTENDED TO SISTER KATHLEEN
KEVIN RYAN, S.S.J.C. ON HER RETIREMENT FROM
TEACHING PROFESSION.**

WHEREAS, For the past forty-four years, Sister Kathleen Kevin Ryan, S.S.J.C. has taught catholic children in elementary schools throughout the United States; and

WHEREAS, The Bridgeport community has enjoyed the good fortune of having Sister Kathleen Kevin teach scores of its children since she returned to her home parish to teach at Nativity of Our Lord School in 1979 and then at Bridgeport Catholic Academy in 1985; and

WHEREAS, After four decades in the classroom, Sister Kathleen Kevin has decided to retire from the teaching profession; and

WHEREAS, The loving and dedicated teaching style of Sister Kathleen Kevin has earned for her widespread acclaim and regard, both from students and parents alike; and

WHEREAS, Sister Kathleen Kevin's devotion to her faith is rooted in the traditions of her order, the Sisters of Saint Joseph of Carondelet; and

WHEREAS, Sister Kathleen Kevin's retirement is a loss to the south campus of Bridgeport Catholic Academy but a gain for the parishioners of Nativity of Our Lord Church, where she will provide invaluable assistance in many areas of daily parish life; and

WHEREAS, Sister Kathleen Kevin will continue to grace the Bridgeport community with the example of her faith and devotion to Our Lord and his church; 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 fourth day of August in 1993, do hereby extend to Sister Kathleen Kevin Ryan, S.S.J.C. our heartiest congratulations upon her retirement as a teacher and offer to her our sincerest and best wishes for good fortune and prosperity and our gratitude for her contributions to the academic and spiritual education of the children of Bridgeport; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Sister Kathleen Kevin Ryan, S.S.J.C..

**CONGRATULATIONS EXTENDED TO LIEUTENANT
JOHN L. SULLIVAN ON HIS RETIREMENT
FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, After thirty-two years of faithful and dedicated service, Lieutenant John L. Sullivan retired from the Chicago Police Department on July 16, 1993; and

WHEREAS, Lieutenant John L. Sullivan began his career with the Chicago Police Department on January 16, 1961; and

WHEREAS, Lieutenant John L. Sullivan received several promotions during his three decades of service to the Chicago Police Department, including detective on March 1, 1965, sergeant on February 24, 1970 and lieutenant on October 11, 1977; and

WHEREAS, The assignments of Lieutenant John L. Sullivan were many and included the 9th District Deering Station; and

WHEREAS, Lieutenant John L. Sullivan performed a fine job for the citizens of the 11th Ward and the City of Chicago; and

WHEREAS, Lieutenant John L. Sullivan performed above and beyond the call of duty as the occasion warranted; and

WHEREAS, Lieutenant John L. Sullivan has benefited from the proud support of his family and friends throughout his career; 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 fourth day of August in 1993, do hereby extend our sincerest gratitude to Lieutenant John L. Sullivan for his many years of loyal service to the City of Chicago within the Chicago Police Department, and that we also extend our warmest wishes to him for success in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Lieutenant John L. Sullivan.

Presented By

**ALDERMAN HUELS (11th Ward) And
ALDERMAN FARY (12th Ward):**

TRIBUTE TO LATE MRS. MARGHERITA "ROSA" LIOTTA.

WHEREAS, Almighty God in his infinite wisdom has called Margherita "Rosa" Liotta (nee Catalano) to her eternal reward on July 20th, 1993; and

WHEREAS, A model family woman, Margherita Liotta, dearly beloved wife of the late Charles, loving mother of Vince (Carol) Liotta, Kay (Jerry) Rosenwinkel, Grace (John) Romano, Josephine (Mariano) Guagliardo, Joanne (Louis) Scavo, Helen (Steve) Andolino, Fran (Louis) Bono, and the late Joseph (Mary Ann) Liotta, dear grandmother of twenty-one, great-grandmother of seven; and

WHEREAS, Margherita Liotta never waived in her dedication, faith in human beings, and service to her fellow man; and

WHEREAS, Margherita Liotta was always a good neighbor, exemplary resident of her community where she was loved and respected by all who knew her for her compassion for people and her sincere love and devotion to family and friends; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the City Council, gathered on this fourth day of August, 1993, do hereby express our deepest sympathy at the passing of Margherita "Rosa" Liotta, and do also extend to her family and many friends our deepest condolences on the occasion of their profound loss; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to her family as proof of the esteem in which Margherita was held.

Presented By

ALDERMAN MADRZYK (13th Ward):

**CONGRATULATIONS EXTENDED TO OFFICER DONALD J. RYAN
ON HIS RETIREMENT FROM CHICAGO POLICE
DEPARTMENT.**

WHEREAS, Chicago Police Officer Donald J. Ryan, Star No. 16169, retired July 15, 1993, after over thirty years in the service to and the protection of the public; and

WHEREAS, In his long career, Officer Donald J. Ryan has performed with diligence and dedication in the 6th District, 8th District and most recently in the 1st District. He was also a detective for five years and was assigned to mass transit detail for five years. His commitment to upholding the public peace is indicated by fifty honorable mentions and one department commendation; and

WHEREAS, An outstanding family man, Donald J. Ryan and his lovely wife, Patricia, have six children, Daniel, Timothy, Mary Beth, Donald, Ellen and Sean; and three grandchildren, Brendan, Sarah and Amanda. Donald J. Ryan now deservedly retires to spend quality time with his family and with his many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, A.D., do

hereby express gratitude and our congratulations to Donald J. Ryan as he retires after over three decades as an outstanding Chicago Police Officer, and we extend to this fine citizen and his family our very best wishes for continuing success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Officer Donald J. Ryan.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. ROBERT J. BLASKOVITZ.

WHEREAS, Almighty God in his infinite wisdom has called Robert J. Blaskovitz to his eternal reward at the age of sixty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Blaskovitz honorably and courageously served the United States in the Korean War; and

WHEREAS, During his twenty-seven years of dedicated service to the Chicago Fire Department, Mr. Blaskovitz held the appointed rank of commander, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Blaskovitz served as driver and aide to Chicago Fire Commissioner Raymond Orozco; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Blaskovitz 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. Blaskovitz 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 fourth day of August, 1993, do hereby commemorate Robert J. Blaskovitz for his fruitful life and years of dedicated service 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 Robert J. Blaskovitz.

TRIBUTE TO LATE MR. ARTHUR W. BROWN, JR.

WHEREAS, Almighty God in his infinite wisdom has called Arthur W. Brown, Jr. to his eternal reward at the age of fifty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as an attorney, Mr. Brown upheld the finest traditions of the legal profession, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Brown was a partner in the law firm of Altheimer & Gray, where he chaired the law firm's estate planning group; and

WHEREAS, A very active member of the community, Mr. Brown was a former president of the Chicago Estate Planning Council and a lecturer for the Illinois Institute for Continuing Legal Education; and

WHEREAS, Mr. Brown was president of the Jewish Federation/Jewish United Fund of Metropolitan Chicago, where he served as campaign chairman and president of the fund's Young Leadership Division; and

WHEREAS, Mr. Brown helped originate and guide the fund's programs that raised millions of dollars for human services and Jewish cultural and educational programs; and

WHEREAS, In recognition of his hard work and dedication, Mr. Brown was the recipient of the federation's Young Leadership Award; and

WHEREAS, Mr. Brown was a devoted husband to his wife, Anita, and a loving father to his sons, Michael and Joel, 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. Brown 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. Brown 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 fourth day of August, 1993, do hereby commemorate Arthur W. Brown, Jr. 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 Arthur W. Brown, Jr..

TRIBUTE TO LATE MR. THOMAS PATRICK FOGARTY.

WHEREAS, Almighty God in his infinite wisdom has called Thomas Patrick Fogarty to his eternal reward at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Fogarty worked for thirty years with the Chicago Park District, where his expertise and knowledge earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Fogarty supervised parks on the west side and was also the Chicago Park District's supervisor of recreation for much of the north side; and

WHEREAS, Mr. Fogarty was the founder of the Do-Si Dancers square dance group and was nationally recognized as a square dance caller; and

WHEREAS, A resident of the far northwest side, Mr. Fogarty was a charter member of Chicago's Irish American Heritage Center; and

WHEREAS, Mr. Fogarty was a devoted husband to his wife, Evelyn, and a loving father to his children, Joseph, Michael, Mary Ann Martwick and Kathleen Coleman, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love to life and his ability to live it to the fullest endeared Mr. Fogarty 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. Fogarty 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 fourth day of August, 1993, do hereby commemorate Thomas Patrick Fogarty 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 Thomas Patrick Fogarty.

*TRIBUTE TO LATE CHICAGO POLICE COMMANDER
LAWRENCE S. FORBERG.*

WHEREAS, Almighty God in his infinite wisdom has called Commander Lawrence S. Forberg to his eternal reward at the age of fifty-five; 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 with the Chicago Police Department, Commander Forberg's expertise and knowledge had earned him the respect and admiration of his colleagues; and

WHEREAS, Commander Forberg held many positions with the Chicago Police Department, but is best remembered for his exemplary work as head of the Narcotics Unit; and

WHEREAS, Because of his hard work, sacrifice and dedication, Commander Forberg was the recipient of twenty-three departmental citations, two hundred honorable mentions and was named "Police Officer of the Year" by the South Chicago Kiwanis; and

WHEREAS, Commander Forberg was a devoted husband to his wife, Mamie, and a loving father to his children, Brian, Jeffrey, David, Lawrence, Timothy and Katie, 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 Commander Forberg 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, Commander Forberg 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 fourth day of August, 1993, do hereby commemorate Commander Lawrence S. Forberg 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 Commander Lawrence S. Forberg.

TRIBUTE TO LATE MR. G. RALPH GUTHRIE.

WHEREAS, Almighty God in his infinite wisdom has called G. Ralph Guthrie to his eternal reward at the age of sixty-five; 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 with the Urban Investment and Development Company, Mr. Guthrie's expertise and knowledge earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Guthrie was the former chairman, chief executive officer, executive vice president and director of the Urban Investment and Development Corporation; and

WHEREAS, Through his hard work and dedication, Mr. Guthrie played a key role in the development of the 900 North Michigan Building, the 333 West Wacker Building and the Copley Place project in Boston; and

WHEREAS, Mr. Guthrie was the director of the Chicago Dock and Canal Trust and Zenith Electronic Corporation for the last several years; and

WHEREAS, Mr. Guthrie was a devoted husband to his wife, Shirley, and a loving father to his daughters, Mary Elizabeth and Brenda Ann, and his stepchildren, Donald, Joan and Patrick Rimmey, 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. Guthrie 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. Guthrie 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 fourth day of August, 1993, do hereby commemorate G. Ralph Guthrie 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 G. Ralph Guthrie.

TRIBUTE TO LATE DR. ANTHONY GUZAUSKAS.

WHEREAS, Almighty God in his infinite wisdom has called Dr. Anthony Guzauskas to his eternal reward at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Guzauskas honorably and courageously served the United States Army with the 62nd Portable Hospital in the South Pacific; and

WHEREAS, Throughout his long and distinguished career in the medical field, Dr. Guzauskas' expertise and knowledge earned him the respect and admiration of his colleagues; and

WHEREAS, Dr. Guzauskas was the doctor for the Chicago White Sox for almost twenty years and was chief of staff at South Shore Hospital; and

WHEREAS, Dr. Guzauskas taught many years at Loyola University's Stritch School of Medicine and later at the University of Arizona School of Medicine; and

WHEREAS, In recognition of his hard work and dedication, Dr. Guzauskas was the recipient of the "Teacher of the Year" and "Hearts and Hands" awards; and

WHEREAS, Dr. Guzauskas was a devoted husband to his wife, LaVerne, and a loving father to his children, Thomas, Mary Jane, Robert, Richard and James, 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 Dr. Guzauskas 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, Dr. Guzauskas 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 fourth day of August, 1993, do hereby commemorate Dr. Anthony Guzauskas 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 Dr. Anthony Guzauskas.

TRIBUTE TO LATE MR. HUNTINGTON HARRIS.

WHEREAS, Almighty God in his infinite wisdom has called Huntington Harris to his eternal reward at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Harris honorably and courageously served the United States as an officer in the Office for Strategic Services during World War II and received the Medal of Freedom for his efforts in assisting the Allies to neutralize a spy ring; and

WHEREAS, In 1946, Mr. Harris founded Press Intelligence, Inc., a national newspaper clipping and news analysis company, and remained its acting president until 1962; and

WHEREAS, Mr. Harris was a former director of the Harris Trust and Savings Bank, which his grandfather founded, and was active in numerous civic and philanthropic organizations, including the National Accreditation Council for Agencies Serving the Blind and Visually Handicapped, the United States State Department Committee on Foreign Aid and American Red Cross; and

WHEREAS, Mr. Harris was a devoted husband to his wife, Mary, and a loving father to his children, Susan Smith and Henry, 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. Harris 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. Harris 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 fourth day of August, 1993, do hereby commemorate Huntington Harris 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 Huntington Harris.

**TRIBUTE TO LATE UNITED STATES
REPRESENTATIVE PAUL HENRY.**

WHEREAS, Almighty God in his infinite wisdom has called United States Representative Paul Henry to his eternal reward at the age of fifty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Representative Henry served for nine years in the United States House of Representatives, where his expertise and knowledge earned him the respect and admiration of his colleagues; and

WHEREAS, Representative Henry was elected to Congress in 1984 and served on the House Committees on Education and Labor, Science, Space and Technology, and the Select Committee on Aging; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Representative Henry 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, Representative Henry 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 fourth day of August, 1993, do hereby commemorate Representative Paul Henry for his fruitful life and his years of dedicated service, 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 Representative Paul Henry.

TRIBUTE TO LATE MR. RAYMOND L. MC CLORY.

WHEREAS, Almighty God in his infinite wisdom has called Raymond L. McClory to his eternal reward at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. McClory honorably and courageously served in the United States Naval Air Service as a lieutenant commander during World War II; and

WHEREAS, During his long and distinguished career in the legal profession, Mr. McClory's expertise and knowledge earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. McClory joined the criminal division of the United States Attorney's Office in 1945, was promoted to executive assistant in 1947 and briefly served as acting United States Attorney; and

WHEREAS, After leaving the United States Attorney's Office, Mr. McClory went into private practice as a partner in the law firm of Hinshaw, Culbertson & McClory; and

WHEREAS, Mr. McClory was a devoted husband to his wife, Marian, and loving father to his children, John, Thomas, J. Donald, Richard, Mary Foley and Constance Conway, to whom he passed on many of the same qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. McClory 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. McClory 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 fourth day of August, 1993, do hereby commemorate Raymond L. McClory 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 Raymond L. McClory.

TRIBUTE TO LATE MRS. HOPE BALDWIN MC CORMICK.

WHEREAS, Almighty God in his infinite wisdom has called Hope Baldwin McCormick to her eternal reward at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. McCormick served the City of Chicago as a philanthropist and former Illinois legislator, where her expertise and knowledge earned her the respect and admiration of her colleagues; and

WHEREAS, Mrs. McCormick served in the Illinois House of Representatives from 1965 to 1967 and was appointed to the National Republican Committee in 1968, where she served eight years; and

WHEREAS, Mrs. McCormick also chaired the women's division of the United Republican Fund from 1957 until 1961; and

WHEREAS, In 1972, Mrs. McCormick was the director of the Midwest Regional Republican Women's Conference; and

WHEREAS, Mrs. McCormick dedicated tremendous time and effort to numerous civic organizations, including Children's Memorial Hospital, the Lyric Opera of Chicago, the Chicago Historical Society and the Women's Board of the Art Institute; and

WHEREAS, Mrs. McCormick was a devoted wife to her husband, Brooks, and a loving mother to her daughter, Abby McCormick O'Neil, to whom she passed on many of the same qualities she herself possessed in abundance; and

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

WHEREAS, Mrs. McCormick will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourth day of August, 1993, do hereby commemorate Hope Baldwin McCormick for her fruitful life and for her years of dedicated service to the City of Chicago, and do hereby extend our most sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Hope Baldwin McCormick.

TRIBUTE TO LATE LIEUTENANT EDWARD NEVILLE.

WHEREAS, Almighty God in his infinite wisdom has called Lieutenant Edward Neville to his eternal reward at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Lieutenant Neville upheld the finest traditions of law enforcement, earning him the respect and admiration of his colleagues; and

WHEREAS, Lieutenant Neville was a member of the Chicago Police Department for thirty-seven years and a member of the Bomb and Arson Squad for twenty-six years before his retirement in 1978; and

WHEREAS, An expert in the field of bomb dismantlement, Lieutenant Neville lectured throughout the country on the disposal of bombs; and

WHEREAS, Lieutenant Neville was a devoted husband to his wife, Elizabeth, and a loving father to his children, Ronald, Arthur and Carol Mulroe, 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 Lieutenant Neville 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, Lieutenant Neville 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 fourth day of August, 1993, do hereby

commemorate Lieutenant Edward Neville 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 Lieutenant Edward Neville.

TRIBUTE TO LATE MR. JOSEPH C. OSMANSKI.

WHEREAS, Almighty God in his infinite wisdom has called Joseph C. Osmanski to his eternal reward at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Osmanski honorably and courageously served in the United States Army during World War II; and

WHEREAS, During his long and distinguished career in sports, Mr. Osmanski played fullback for four years with the Chicago Bears, beginning with the 1946 National Football League Championship team; and

WHEREAS, After retiring from the Chicago Bears, Mr. Osmanski coached football at Gordon Technical High School during the 1950s and 1960s and was a longtime sportswriter for the Polish Roman Catholic Union Newspaper; and

WHEREAS, Mr. Osmanski was also a supervisor in the Cook County Circuit Court; and

WHEREAS, Mr. Osmanski was a devoted husband to his wife, Geraldine, and a loving father to his sons, Joseph M. and Richard, 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. Osmanski 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. Osmanski 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 fourth day of August, 1993, do hereby

commemorate Joseph C. Osmanski 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 Joseph C. Osmanski.

*TRIBUTE TO LATE CALUMET CITY
ALDERMAN JOSEPH PETRUCCI.*

WHEREAS, Almighty God in his infinite wisdom has called Alderman Joseph Petrucci to his eternal reward at the age of sixty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, For twelve years Alderman Petrucci served Calumet City as 4th Ward Alderman, where his expertise and knowledge earned him the respect and admiration of his colleagues and constituents; and

WHEREAS, Throughout his long and distinguished career, Alderman Petrucci upheld the highest standards of public service; and

WHEREAS, Alderman Petrucci also was a retired salesman for the Solo Cup Company; and

WHEREAS, Through his hard work, dedication and sacrifice, Alderman Petrucci should serve as an example to all; and

WHEREAS, Alderman Petrucci was a devoted husband to his wife, Mary, and a loving father to his children, Cathy and Joseph D., 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 Alderman Petrucci 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, Alderman Petrucci 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 fourth day of August, 1993, do hereby commemorate Alderman Joseph Petrucci 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 Alderman Joseph Petrucci.

TRIBUTE TO LATE BROTHER EUGENE PILON.

WHEREAS, Almighty God in his infinite wisdom has called Brother Eugene Pilon to his eternal reward at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Brother Pilon instilled faith and knowledge in the students of numerous high schools in which he taught, including Leo High School and Brother Rice High School; and

WHEREAS, Brother Pilon began his teaching career in 1935 by teaching Latin, French and mathematics; and

WHEREAS, While he was on the faculty staff at Leo High School, Brother Pilon was sent to help organize the creation of Brother Rice High School; and

WHEREAS, Brother Pilon accomplished many things at Brother Rice High School, including establishing the Mother's Club, supervising the maintenance staff, acting as the purchasing agent, overseeing the finances and establishing the library; and

WHEREAS, In recognition for his hard work, Brother Pilon was elected to the Brother Rice Hall of Fame and was honored by the Mother's Club with a plaque; and

WHEREAS, By his dedication, sacrifice and eternal commitment to his faith, Brother Pilon's life should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Brother Pilon 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, Brother Pilon 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 fourth day of August, 1993, do hereby commemorate Brother Eugene Pilon for his fruitful life and years of dedicated service 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 Brother Eugene Pilon.

TRIBUTE TO LATE MR. THOMAS V. POWERS.

WHEREAS, Almighty God in his infinite wisdom has called Thomas V. Powers to his eternal reward at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Powers honorably and courageously served in the United States Army during World War II and the Korean War as a first lieutenant; and

WHEREAS, Throughout his long and distinguished journalism career, Mr. Powers' expertise in investigative reporting earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Powers began his career in the media as a reporter for the Pittsburgh press and later as a news announcer for Pittsburgh radio station WPIT; and

WHEREAS, Mr. Powers served as a member of the *Chicago Tribune* editorial staff from 1947 until 1986; and

WHEREAS, Mr. Powers also served as a sports reporter, police reporter, copy editor, make-up man, picture editor and assistant city editor; and

WHEREAS, Through his years with the *Chicago Tribune*, Mr. Powers received numerous awards in recognition of investigative reporting, including the Tribune's Edward Scott Beck Award and awards from both the Illinois Press Association and United Press International; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Powers 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. Powers 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 fourth day of August, 1993, do hereby commemorate Thomas V. Powers 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 Thomas V. Powers.

*TRIBUTE TO LATE UNITED STATES ARMY
GENERAL MATTHEW B. RIDGWAY.*

WHEREAS, Almighty God in his infinite wisdom has called General Matthew B. Ridgway 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, General Ridgway honorably and courageously served in the United States Army during World War II and retired as a general in 1955; and

WHEREAS, General Ridgway served as commander of the 82nd Airborne; and

WHEREAS, Throughout his distinguished career in the United States Army, General Ridgway led the Army's first major airborne operation and led his paratroopers over Normandy on "D-Day"; and

WHEREAS, General Ridgway was named commander of the United States Eighth Army and United Nations ground forces in Korea in the 1950s; and

WHEREAS, In 1986, General Ridgway's hard work, dedication and patriotism earned him the Presidential Medal of Freedom, which was presented by President Reagan; and

WHEREAS, General Ridgway was a devoted husband to his wife, Mary, and a loving father to his daughters, Constance and Shirley, 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 General Ridgway 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, General Ridgway 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 fourth day of August, 1993, do hereby commemorate General Matthew B. Ridgway for his fruitful life and many years of dedicated service, 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 General Matthew B. Ridgway.

TRIBUTE TO LATE MRS. MARY ROENA WARD ROBERTS.

WHEREAS, Almighty God in his infinite wisdom has called Mary Roena Ward Roberts to her eternal reward at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, In 1934, Mrs. Roberts graduated from the University of Denver, where she was among the first African-Americans to graduate from the school; and

WHEREAS, Mrs. Roberts taught in Indiana for ten years before moving to Chicago in the early 1970s; and

WHEREAS, A south side resident, Mrs. Roberts was very active in her community, belonging to Saint Mark's Naomi Circle and the Frances Atlas Senior Citizens Center; and

WHEREAS, Mrs. Roberts was a loving and devoted mother to her children, Erskine and Senator Alice J. Palmer, to whom she passed on many of the same fine qualities she herself possessed in abundance; and

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

WHEREAS, Mrs. Roberts will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourth day of August, 1993, do hereby commemorate Mary Roena Ward Roberts for her fruitful life, and do hereby extend our most sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Roena Ward Roberts.

TRIBUTE TO LATE MRS. KATHLEEN M. STACK.

WHEREAS, Almighty God in his infinite wisdom has called Kathleen M. Stack to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Stack was a devoted wife to her husband, the late Thomas J., and a loving mother to her sons, Thomas J. and James F., to whom she passed on many of the same fine qualities she herself possessed in abundance; and

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

WHEREAS, Mrs. Stack will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her and 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 fourth day of August, 1993, do hereby commemorate Kathleen M. Stack for her fruitful life, and do hereby extend our most sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Kathleen M. Stack.

TRIBUTE TO LATE MR. IRVING N. STENN.

WHEREAS, Almighty God in his infinite wisdom has called Irving N. Stenn to his eternal reward at the age of eighty-seven; 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. Stenn's expertise and knowledge in personal injury law earned him the respect and admiration of his colleagues; and

WHEREAS, In 1961, Mr. Stenn joined his son's law firm of Cooney and Stenn and remained with the firm after his son left until a few months ago; and

WHEREAS, Mr. Stenn was a founder of the American Trial Lawyers Association and was a longtime member of the Illinois Trial Lawyers, and the Chicago and Illinois Bar Associations; and

WHEREAS, Mr. Stenn was a devoted husband to his wife, Florence, and a loving father to his children, Irving, Jr. and Enid Menzies, 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. Stenn 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. Stenn 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 fourth day of August, 1993, do hereby commemorate Irving N. Stenn 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 Irving N. Stenn.

TRIBUTE TO LATE MR. MATTHEW A. SWEENEY.

WHEREAS, Almighty God in his infinite wisdom has called Matthew A. Sweeney to his eternal reward at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Sweeney honorably and courageously served in the United States Army during World War II; and

WHEREAS, Mr. Sweeney served twenty-five years as the Twelfth Ward superintendent for the Department of Streets and Sanitation; and

WHEREAS, Mr. Sweeney was a devoted husband to his wife, LaVerne, and a loving father to his daughter, Linda, 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. Sweeney 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. Sweeney 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 fourth day of August, 1993, do hereby commemorate Matthew A. Sweeney for his fruitful life and for his thirty-eight years of dedicated service to the City of Chicago, 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 Matthew A. Sweeney.

*CONGRATULATIONS EXTENDED TO MR. CHARLES A. ELLIOTT
ON HIS RETIREMENT FROM CITY OF CHICAGO.*

WHEREAS, Mr. Charles A. Elliott celebrated his retirement from the City of Chicago on June 30, 1993 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, Mr. Elliott honorably and courageously served in the United States Air Force during World War II; and

WHEREAS, During his long and distinguished career with the City of Chicago, Mr. Elliott's hard work, commitment and dedication earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Elliott served the city in numerous capacities, but no matter what his duties he carried them out in an exemplary manner; and

WHEREAS, Mr. Elliott's character, intelligence and compassion has had a tremendous affect on the citizens of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourth day of August, 1993, do hereby congratulate Charles A. Elliott on the occasion of his retirement from 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 Charles A. Elliott.

**CONGRATULATIONS EXTENDED TO MR. FRANK MUSZYNSKI, JR.
ON HIS RETIREMENT FROM CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION.**

WHEREAS, Mr. Frank Muszynski, Jr. recently celebrated his retirement from the City of Chicago Department of Transportation after thirty-four 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, As a permit coordinator, Mr. Muszynski issued boulevard permits to mass transportation carriers to use city boulevards, issued permits to residents of the Wrigley Field area for night baseball and issued resident permit parking for B-plated trucks to park on residential streets; and

WHEREAS, During his long and distinguished career with the Department of Transportation, Mr. Muszynski's hard work, commitment

and dedication earned him the respect and admiration of his colleagues and should serve as an example to all; and

WHEREAS, Mr. Muszynski's character, intelligence and compassion have had a tremendous effect on the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourth day of August, 1993, do hereby congratulate Frank Muszynski, Jr. on the occasion of his retirement from 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 Frank Muszynski, Jr..

**CONGRATULATIONS EXTENDED TO DEPUTY SUPERINTENDENT
ROBERT EMMETT SHEEHAN ON HIS RETIREMENT
FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, Deputy Superintendent Robert Emmett Sheehan recently celebrated his retirement from the Chicago Police Department after thirty-nine 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, Deputy Superintendent Sheehan honorably and courageously served in the United States Navy as an airographer; and

WHEREAS, Deputy Superintendent Sheehan began his career with the Chicago Police Department on October 1, 1954 and worked his way up to the rank of assistant deputy superintendent; and

WHEREAS, During his long and distinguished career with the Chicago Police Department, Deputy Superintendent Sheehan's hard work, commitment and dedication earned him the respect and admiration of his colleagues and should serve as an example to all; and

WHEREAS, Deputy Superintendent Sheehan and his wife, Mary Ann, have instilled the finest traditions of family values in their three sons, Timothy, Thomas and Brian, who have all followed in their father's footsteps by becoming Chicago police officers; and

WHEREAS, Deputy Superintendent Sheehan's character, intelligence and compassion has had a tremendous affect on the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourth day of August, 1993, do hereby congratulate Deputy Superintendent Robert Emmett Sheehan on the occasion of his retirement from the Chicago Police Department, and do hereby wish him future success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Deputy Superintendent Robert Emmett Sheehan.

Presented By

ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MRS. EDNA WHITE.

WHEREAS, Edna White went to her eternal reward on July 18, 1993, having died in her home at 112th and Lothair Avenue; and

WHEREAS, Edna Dickson was born on August 31, 1913 and grew up near 103rd and Wood Streets and attended Bethany Union Church. She attended Barnard Elementary School and graduated from Sutherland Grammar School. She attended Morgan Park High School and graduated in 1931 and then went to DePaul University and graduated in 1935; and

WHEREAS, Edna White married Bob White on August 20, 1955. Bob and Edna were active members of the Morgan Park Council on Human Relations as well as founders of the Ridge Historical Society; and

WHEREAS, Edna White was known as the "Pet Lady". She began taking care of stray animals and coordinated efforts between police and residents to reunite lost pets with their owners; and

WHEREAS, Edna White and her husband Bob were active members of the Quakers. They regularly attended services at the Chicago Friends Meeting Congregation; and

WHEREAS, Bob White preceded Edna in death five years ago and Edna poured herself in more causes. Gardening was an interest of hers and last

year she became involved in the Morgan Park Century Garden located on Monterey; and

WHEREAS, The Morgan Park Century Garden will be renamed in Edna's honor because of all her work in the garden. On August 7, 1993 at 11:00 A.M. the garden will be dedicated and named in her honor, "The Edna White Century Garden"; and

WHEREAS, Edna White will always be remembered as a loving Christian woman who gave of herself to every cause she was involved with and her memory will live on when people go to the garden and know that Edna White always tried to bring beauty to everything she did; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this fourth day of August, 1993, do hereby mourn the loss of Edna White and join Alderman Ginger Rugai in her dedication of the Edna White Century Garden; and

Be It Further Resolved, That a suitable copy of this resolution be prominently displayed in the community that Edna White loved so much.

Presented By

ALDERMAN TROUTMAN (20th Ward):

**CONGRATULATIONS EXTENDED TO PASTOR CHARLES G. HAYES
AND CONGREGATION OF COSMOPOLITAN CHURCH OF
PRAYER FOR THEIR MANY ACCOMPLISHMENTS.**

WHEREAS, On Sunday, August 22, 1993, Pastor Charles G. Hayes, founder and overseer of Cosmopolitan Church of Prayer, 840 -- 842 East 65th Street in Chicago's 20th Ward, will observe their Annual Gladiola Festival on the church lawn, again providing their grateful community with an event of great inspiration; and

WHEREAS, From its humble beginnings in a residential basement, Pastor Charles G. Hayes has guided Cosmopolitan Church of Prayer through several locations to its present beautiful structure and site, and as part of the church's annual festivities, the cornerstone of the church will be placed and dedicated; and

WHEREAS, In addition, East 65th Street, between South Cottage Grove and South Kimbark Avenues, will be honorarily titled "Cosmopolitan

Church of Prayer Drive"; and South Maryland Avenue, between East 63rd and East 67th Streets will carry the honorary name of "Dr. Charles G. Hayes Avenue", in tribute to one of Chicago's most respected religious institutions and to a spiritual leader of towering influence; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, A.D., do hereby express our gratitude to Pastor Charles G. Hayes and the congregation of Cosmopolitan Church of Prayer for their outstanding community accomplishments and endeavors, and extend to them all our best wishes for an outstanding annual festival and for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Pastor Charles G. Hayes and the congregation of Cosmopolitan Church of Prayer.

Presented By

ALDERMAN EVANS (21st Ward):

TRIBUTE TO LATE MR. RICHARD THORTON-GREEN II.

WHEREAS, Richard Thorton-Green II was born in Chicago on November 21, 1960; and

WHEREAS, He was the only son of Richard, Sr. and Janice Green; and

WHEREAS, Ricky, as he was lovingly called, attended Sherwood Elementary and John Hope Elementary Schools; and

WHEREAS, Richard Thornton-Green II graduated from Metro High School of International Studies and Lincoln Technical College; and

WHEREAS, Ricky had a love for traveling, and he traveled across the country on several occasions; and

WHEREAS, Ricky settled in Chicago as an assistant manager for a local restaurant; and

WHEREAS, Ricky departed this life on June 22, 1993 and we will miss him very much; and

WHEREAS, He leaves behind his parents, Richard Sr. and Janice Thorton-Green, sisters, loving nephews, aunts, uncles and a host of other friends and relatives; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the Chicago City Council extend its deepest sympathy to the bereaved family of Richard Thorton-Green II and hereby mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard Thorton-Green II.

TRIBUTE TO LATE MR. WILBERT PETERSON THIGPEN.

WHEREAS, Wilbert Peterson Thigpen went home to be with the Lord on Tuesday, May 4, 1993; and

WHEREAS, Wilbert was a loving and devoted son to his parents, Harvey and the late L. Mary Thigpen; and

WHEREAS, He was a loving and faithful husband to Florine for over forty years, and a great and supportive father to his children; and

WHEREAS, Wilbert Peterson Thigpen was a loyal and reliable employee of Chicago's Finest -- The Chicago Police Department, 12th District, for over thirty-eight years; and

WHEREAS, Wilbert was a helpful and considerate neighbor; and

WHEREAS, Wilbert was caring and fun-loving to all of his relatives and friends; and

WHEREAS, Wilbert Peterson Thigpen was a child of God who drew closer to the Lord during his illness; and

WHEREAS, We will miss him much; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the Chicago City Council extend its deepest sympathy to the bereaved family of Wilbert Peterson Thigpen and hereby mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Wilbert Peterson Thigpen.

TRIBUTE TO LATE MR. ROGERS JAMES WALKER.

WHEREAS, Mr. Rogers James Walker was the youngest of twelve children born to Frank and Ella Mae Walker on February 8, 1923 in Hale County, Alabama; and

WHEREAS, Mr. Walker moved to Birmingham, Alabama at an early age; and

WHEREAS, Mr. Walker was joined in holy matrimony to Elizabeth King, and to this union were born four sons; and

WHEREAS, Confessing his belief in Christ, he joined First Metropolitan Baptist Church in Birmingham, Alabama and remained a member until he moved to Chicago, Illinois; and

WHEREAS, In Chicago he joined New Covenant Baptist Church, which he loved and served as the president of the male chorus; and

WHEREAS, In March of 1992, Rogers married Doris Dunn; and

WHEREAS, Rogers shared, loved and gave to his fellow man much of his time and talents; and

WHEREAS, He was a community minded man and a good neighbor and was well respected by both old and young; and

WHEREAS, Rogers had a wonderful personality and was dedicated to his wife, family and friends, he will truly be missed by all; and

WHEREAS, Rogers departed this life on Thursday, June 24, 1993 in Grant Hospital; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the Chicago City Council extend its deepest sympathy to the bereaved family of Rogers James Walker and hereby mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rogers James Walker.

TRIBUTE TO LATE MR. MICHAEL WILLIAM WOODHOUSE.

WHEREAS, Michael William Woodhouse departed this life on July 11, 1993; and

WHEREAS, Michael William Woodhouse was born November 13, 1943 to Clarence and Louise Woodhouse. He was the second child to that union; and

WHEREAS, Michael William Woodhouse attended and graduated from Saint Elizabeth High School and continued to be an enthusiastic supporter of Saint Elizabeth; and

WHEREAS, Michael William Woodhouse leaves to mourn his loving wife Donna; two daughters, Tiffany and Michelle; one step-daughter, Lisa; his father, Clarence, and step-mother, Barbara; one sister Lois; two brothers Marc and Brian; one step-sister, Wendy; one step-brother, Kevin; one grand son, Brandon, one step-granddaughter, Devin; one uncle, two sisters-in-law, four brothers-in-law, and a host of nieces, nephews, cousins, family and friends; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the Chicago City Council hereby mourn the loss of Michael William Woodhouse.

**AUGUST 11, 1993 PROCLAIMED "W. L. LILLARD
DAY IN CITY OF CHICAGO".**

WHEREAS, W. L. Lillard host of "Straight Talk, Point/Counterpoint" is founder of Star Planet Television Network; and

WHEREAS, W. L. Lillard has contributed economically to the African-American community and to its economic and financial well-being by creating jobs and thereby creating stability in the African-American community; and

WHEREAS, For the last thirty years he has founded and operated several major businesses, such as the State Theatre, 5814 West Madison Street, a limousine and bodyguard service, and the International Detective Agency; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the Chicago City Council do hereby proclaim August 11, 1993 to be "W. L. Lillard Day in the City of Chicago" and salute his organization for the positive work he is doing in the African-American community.

Presented By

ALDERMAN LASKI (23rd Ward):

**SEPTEMBER 25, 1993 DECLARED "DAY OF RECOGNITION
FOR POLICE AND FIRE PERSONNEL
IN CHICAGO".**

WHEREAS, The leaders of this great city, and its citizens owe an incalculable debt to those who daily lay their lives on the line to protect and to promote the general public safety and welfare, and most especially to those who have lost their lives in preserving ours; and

WHEREAS, On September 25, 1993, a parade is planned as part of a general tribute to Chicago's great guardians of public safety and welfare, including paramedics, and as a memorial to those police and fire personnel who have been killed in the line of duty; this parade will follow South Archer Avenue through much of Chicago's great 23rd Ward, where a memorial will be erected in memory of these fallen men and women; and

WHEREAS, It is fitting and proper to set aside a day in recognition of our great men and women in all phases of police and fire protection as well as of the immense sacrifice made by fallen police and fire personnel in the line of duty; now, therefore

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, A.D., do hereby declare that September 25, 1993 be known as "Day of Recognition for Police and Fire Personnel in Chicago" and that public attention be directed to the parade and the memorial events planned for that date.

Presented By

ALDERMAN E. SMITH (28th Ward):

**SEPTEMBER 15, 1993 DECLARED "BILL CARTWRIGHT
DAY IN CHICAGO".**

WHEREAS, The three-time champion Chicago Bulls have brought glory

to the City of Chicago, and any one of its great team members may be singled out for outstanding sportsmanship; and

WHEREAS, One of the Chicago Bulls who has played a key role in three championship seasons is starting center Bill Cartwright; and

WHEREAS, A native of Lodi, California, Bill Cartwright attended the University of San Francisco, played for some time in New York City, and was acquired by the Bulls in 1988; and

WHEREAS, Now a resident of the Chicagoland area, Bill Cartwright is married with four children and, in addition to being a towering sportsman, is a devoted family man; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, A.D., do hereby give a special salute to Bill Cartwright, starting center for the Chicago Bulls in three successive seasons, and in doing so declare that September 15, 1993, be known as "Bill Cartwright Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Bill Cartwright.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MRS. HOPE BALDWIN MC CORMICK.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mrs. Hope Baldwin McCormick to her eternal reward on the thirteenth day of July, nineteen hundred and ninety-three; and

WHEREAS, Mrs. Hope Baldwin McCormick served in the Illinois House of Representatives from 1965 -- 1967; and

WHEREAS, Mrs. Hope Baldwin McCormick was appointed to the National Republican Committee by former Governor Richard Ogilvie, where she served for eight years, from 1968 -- 1976; and

WHEREAS, In 1972, Mrs. Hope Baldwin McCormick was director of the Midwest Regional Republican Women's Conference which was held in Chicago; and

WHEREAS, Mrs. Hope Baldwin McCormick also chaired the Women's Division of the United Republican Fund; and

WHEREAS, Mrs. Hope Baldwin McCormick has dedicated countless hours of service to civic and philanthropic organizations in Chicago including Children's Memorial Hospital, Lyric Opera of Chicago, the Chicago Historical Society and the Women's Board of the Art Institute; and

WHEREAS, Mrs. Hope Baldwin McCormick was also the first woman elected to the Board of the Museum of Science and Industry; and

WHEREAS, Mrs. Hope Baldwin McCormick also devoted countless hours to the environment, and to the preservation of historic buildings in Chicago; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of August, nineteen hundred and ninety-three, do hereby express our deepest sorrow at the passing of Mrs. Hope Baldwin McCormick, and do also extend to her beloved husband, Brooks; her daughter, Abby McCormick O'Neil, her two sisters, Lois and Joan; her brother, Alexander; and her five grandchildren and many friends, our deepest and most heartfelt condolences on the occasion of their profound loss. Mrs. Hope Baldwin McCormick was a fine individual who dedicated many hours of her life to helping people, and she will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Hope Baldwin McCormick.

**CONGRATULATIONS EXTENDED TO MR. MOSES HYLES ON HIS
RETIREMENT FROM CNA-ALLIED AND MRS. NINNER HYLES
ON HER RETIREMENT FROM COOK COUNTY HOSPITAL
DEPARTMENT OF RADIOLOGY.**

WHEREAS, Mr. Moses Hyles and Mrs. Ninner Hyles have been Chicago residents for many years; and

WHEREAS, Mr. Moses Hyles and Mrs. Ninner Hyles have been married for over thirty-eight years; and

WHEREAS, Mrs. Ninner Hyles worked for Cook County Hospital in the Radiology Department for many years; and

WHEREAS, Mrs. Ninner Hyles retired from Cook County Hospital on May 28, 1993 after many years of dedicated service; and

WHEREAS, Mr. Moses Hyles worked for CNA-Allied in the maintenance department for many years; and

WHEREAS, Mr. Moses Hyles retired from CNA-Allied on July 30, 1993 after many years of dedicated service; and

WHEREAS, In honor of their retirement, friends and family will be hosting a retirement dinner for Moses and Ninner Hyles; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of August, nineteen hundred and ninety-three, do hereby honor and congratulate Mr. Moses Hyles and Mrs. Ninner Hyles on the occasion of their retirement, and do also wish them health, success, and happiness in all their future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Hyles.

Presented By

ALDERMAN HANSEN (44th Ward):

**GRATITUDE EXTENDED TO MR. VLAD OUSTIMOVITCH
FOR HIS OUTSTANDING DISPLAY
OF HEROISM.**

WHEREAS, At 1:30 A.M., on Sunday morning, July 25, 1993, at the corner of Diversey Parkway and North Lake Shore Drive, Vlad Oustimovitch came upon a gang of fifteen to twenty young men savagely beating another young man on the head and face with bottles; and

WHEREAS, Without hesitation or thought for his own safety, Vlad Oustimovitch pushed through the gang to stand protectively over the prostrate victim; and

WHEREAS, While with this action Vlad Oustimovitch was able to temporarily scatter the gang, many of them soon returned carrying tire irons; and

WHEREAS, Vlad Oustimovitch then had the presence of mind to yell, "Run! It's the police", causing most of the gang to flee; and

WHEREAS, Seeing Vlad Oustimovitch's size and sensing his courage and determination, the few remaining attackers also fled the scene; and

WHEREAS, Vlad Oustimovitch then carried the victim to a friend's car and drove him to nearby St. Joseph's Medical Center for treatment; and

WHEREAS, Vlad Oustimovitch also called the police and waited for their arrival to fill out a police report so that there would be some chance of apprehending and punishing the vicious attackers; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of August, 1993, do hereby honor Vlad Oustimovitch for his courage, initiative, and spirit of self-sacrifice, and extend our heartfelt thanks to him for his heroic efforts in saving a fellow citizen; and

Be It Further Resolved, That an appropriate copy of this resolution be prepared for presentation to Vlad Oustimovitch.

Presented By

ALDERMAN SCHULTER (47th Ward):

**CONGRATULATIONS EXTENDED TO SCHWABEN-VEREIN
ORGANIZATION ON ONE HUNDRED FIFTEEN
YEARS OF COMMUNITY ENRICHMENT.**

WHEREAS, For the past one hundred fifteen years, Schwaben-Verein has been one of this great City's most active and culturally enriching organizations; and

WHEREAS, Founded in 1878, Schwaben-Verein represents many generations of people of German ancestry who have been prominent in Chicago's growth and development; and

WHEREAS, Schwaben-Verein contributes greatly to many charitable causes and also promotes "Gemutlichkeit" -- community camaraderie and rapport -- throughout the Chicagoland area. Each year Schwaben-Verein

sponsors a massive picnic celebration at its regular Buffalo Grove site which is one of our area's most eagerly anticipated events; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, A.D., do hereby offer our best wishes to Schwaben-Verein on their annual picnic celebration, and express our extreme gratitude for the service this great organization has rendered our community over the past one hundred fifteen years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Schwaben-Verein.

**CONGRATULATIONS EXTENDED TO THE AUXILIARY OF
RAVENSWOOD HOSPITAL MEDICAL CENTER ON
ITS SEVENTY-FIFTH ANNIVERSARY.**

WHEREAS, This year The Auxiliary of Ravenswood Hospital Medical Center celebrates its seventy-fifth anniversary of outstanding support of the hospital and of the great Ravenswood community; and

WHEREAS, The Auxiliary of Ravenswood Hospital Medical Center was founded in 1918 and in its long history has raised millions of dollars to assist Ravenswood Hospital's growth from a fifty-bed facility to four hundred sixty-two-bed institution which is also a teaching institute affiliated with the University of Illinois College of Medicine; and

WHEREAS, The Auxiliary of Ravenswood Hospital Medical Center has long been a supportive arm of the hospital and in addition to its general accomplishments has helped advance specific programs such as the Family Centered Birthing Unit, the Pediatrics and Physical Medicine and Rehabilitation Units, the Wenske Laser Center, the Hospice House and the Child Care Center, and has lent ongoing support to the hospital's outstanding Henry J. Kutsch School of Nursing and to the Schools of Radiologic Technology and Anesthesia; and

WHEREAS, The Auxiliary of Ravenswood Hospital Medical Center culminates its seventy-fifth anniversary celebrations with a gala party and two-day art show at the historical Cuneo Museum and Gardens in Vernon Hills on Saturday and Sunday, October 2 and 3, 1993. This is The Art Flair, and it will showcase many fine works by Illinois artisans and craftpersons; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of August, 1993, A.D., do hereby express our congratulations and best wishes to The Auxiliary of Ravenswood Hospital Medical Center in recognition of its outstanding services to the hospital and to the grateful Ravenswood community; and we call to public attention The Art Flair, the Auxiliary's two-day art show and party scheduled for October 2 and 3, 1993, at the Cuneo Museum and Gardens in Vernon Hills, Illinois; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Auxiliary of Ravenswood Hospital Medical Center.

Presented By

ALDERMAN M. SMITH (48th Ward):

**CONGRATULATIONS EXTENDED TO JUDGE ANNE BURKE
FOR HER UNWAVERING COMMITMENT TO
CHICAGO SPECIAL OLYMPICS
PROGRAM.**

WHEREAS, When "Celebration 25" took place on July 20, 1993, at Soldier Field -- the twenty-fifth anniversary of the Chicago Special Olympics -- it became an enormous tribute to Judge Anne Burke, who created and developed the structure for this great program; and

WHEREAS, The first Special Olympic games were held in Soldier Field July 20, 1968, and with the fervor and commitment of Anne Burke, Chicago became the first city to develop and promote recreational programs specifically for people with developmental disabilities. At those first games, one thousand children and adults participated in three events: track and field, aquatics and floor hockey. This year, some five thousand athletes participated in a full range of events, including not only the above-mentioned sports, but also basketball, bowling, softball, gymnastics, volleyball, soccer, tennis and others; and

WHEREAS, Judge Anne Burke continues her direct participation with Chicago Special Olympics through her Board membership with Special Children's Charities, the organization which hosts this annual event and also helps raise funds for its continuation; 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 extreme gratitude to Judge Anne Burke for her vision and her commitment in establishing and nurturing the Chicago Special Olympics as one of Chicago's most beneficial and eagerly anticipated annual events, and extend to this towering citizen our most sincere wishes for the continued success of this outstanding program; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Judge Anne Burke.

**GRATITUDE EXTENDED TO CHINESE MUTUAL AID
ASSOCIATION FOR ITS CONTRIBUTIONS TO
CHICAGO'S CHINESE COMMUNITY.**

WHEREAS, Chinese Mutual Aid Association (C.M.A.A.) was founded in Chicago some dozen years ago by a group of refugees from southeast Asia as a social service agency in support of our great Chinese community; and

WHEREAS, Since its beginnings, the Chinese Mutual Aid Association has matured to benefit over two thousand five hundred individuals in the areas of employment, cultural adjustment, English literacy, counseling, as well as youth, senior and leadership development services; and

WHEREAS, Chinese Mutual Aid Association held its annual benefit dinner at Furama Restaurant, 2828 South Wentworth Avenue, Friday, July 20, 1993, and this benefit serves as a major source of support for C.M.A.A.'s services to Chicago's Chinese community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our gratitude and congratulations to the Chinese Mutual Aid Association (C.M.A.A.) for its outstanding contributions to Chicago's great Chinese community, and have extended to this fine organization our very best wishes for its successful and heavily supported benefit dinner Friday, July 30, 1993; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chinese Mutual Aid Association (C.M.A.A.).

**CONGRATULATIONS EXTENDED TO MS. SHIRLEY LOWRY HAAS
ON HER RETIREMENT FROM PUBLIC SERVICE.**

WHEREAS, Shirley Lowry Haas's many friends and admirers have gathered on July 23, 1993, to honor Shirley Lowry Haas, who has retired from an outstanding twenty year career of dedicated public service with the City of Chicago; and

WHEREAS, Shirley Lowry Haas, an accomplished journalist for many years, joined the City of Chicago in 1973 as assistant press secretary for Mayor Richard J. Daley. She later became director of public information for the then-named Mayor's Office for Senior Citizens and the Handicapped, and later chief of public information for The Chicago Public Library. Her most recent assignment has been as director of community education for the City's Health Department, a position she has filled capably and tirelessly for the past ten years; and

WHEREAS, A former writer/reporter for the City News Bureau, the Economist Newspapers, *The Chicago Tribune* and *The Chicago Daily News*, Shirley Lowry Haas has brought to her City assignments a rare perception and great communicative talent. During her public service career, she was the recipient of the Golden Trumpet Awards from the Publicity Club of Chicago, two awards from Social Service Communicators, and most recently, 1993 Mature Media National Award for a distinguished and revelatory article on stress; and

WHEREAS, Having now enjoyed two full and successful careers, Shirley Lowry Haas, continues as proprietor of the Fiery Clockface Bookshop in Chicago's grateful Andersonville community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby extend our gratitude and our congratulations to Shirley Lowry Haas as she retires from a distinguished career in public service, and extend to this much-admired 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 Shirley Lowry Haas.

**CONGRATULATIONS EXTENDED TO MS. MEGS LANGDON
ON HER RETIREMENT AS DIRECTOR OF LOYOLA
UNIVERSITY COMMUNITY PROGRAM OFFICES.**

WHEREAS, Megs Langdon has retired from her position as director of

Loyola University's Community Program Office, in which she served diligently as liaison to the Rogers Park and Edgewater communities surrounding the Lake Shore Campus; and

WHEREAS, Megs Langdon pioneered Loyola's Walk to Work programs and worked with many community organizations and government agencies to promote an atmosphere of sincere cooperation and mutual benefit. It is a source of great anticipation in Chicago that Megs Langdon will remain active in civic and community activities; 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 Megs Langdon as this fine citizen retires from her position as director of Loyola University's Community Program Office, and extend to her 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 Megs Langdon.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred* --ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MAZOLA (1st Ward)	South Wabash Avenue, at 203 -- at all times -- daily (tow zone);
PRECKWINKLE (4th Ward)	South Greenwood Avenue, at 4433 -- at all times -- no exceptions (handicapped only);
BUCHANAN (10th Ward)	South Houston Avenue, at 13145 -- at all times -- no exceptions (handicapped only);
BURKE (14th Ward)	West 43rd Street, at 3050 (to extend approximately 40 feet) -- at all times -- no exceptions;
OCASIO (26th Ward)	West Armitage Avenue, at 2829 (for a distance of 15 feet west and 15 feet east) -- 7:00 A.M. to 7:00 P.M. -- daily;
	West Belden Avenue, at 2650 (for a distance of 15 feet west and 15 feet east) -- at all times;

Alderman

Location, Distance And Time

West Fullerton Avenue, at 2617
(for a distance of 15 feet north and
15 feet south) -- 7:00 A.M. to 6:00
P.M. -- daily;

North Hermitage Avenue (west
side) from West Division Street to
the first alley south thereof -- 15
minute parking only -- daily;

West Homer Street, at 2501 (for a
distance of 15 feet west and 15 feet
east) -- 7:00 A.M. to 7:00 P.M. --
daily;

West North Avenue, at 2257 (for a
distance 30 feet) -- 9:00 A.M. to
5:00 P.M. -- Monday through
Saturday;

North Western Avenue, at 2252
(for a distance of 15 feet north and
15 feet south) -- 10:00 A.M. to
10:00 P.M. -- Monday through
Saturday;

BURRELL (29th Ward)

North Mason Avenue (east side)
from West Corcoran Place to the
first alley south thereof -- 8:00
A.M. to 5:00 P.M. -- Monday
through Friday;

SUAREZ (31st Ward)

West Fullerton Street, at 4520 --
7:00 A.M. to 5:00 P.M. -- Monday
through Friday;

GABINSKI (32nd Ward)

North Ashland Avenue, at 1130 --
9:00 A.M. to 6:00 P.M. -- Monday
through Friday;

North Clybourn Avenue, at 2191 --
5:00 P.M. to 12:00 Midnight -- no
exceptions (valet service);

Alderman

Location, Distance And Time

North Damen Avenue, at 1616 --
4:00 P.M. to 1:00 A.M. -- no
exceptions (valet service);

North Damen Avenue, at 1958 --
5:00 P.M. to 12:00 Midnight --
Monday through Saturday;

North Lincoln Avenue, at 2830 --
7:00 A.M. to 6:00 P.M. -- Monday
through Saturday;

MELL (33rd Ward) North Milwaukee Avenue, at 2130
-- 9:30 A.M. to 6:00 P.M. -- Monday
through Saturday;

WOJCIK (35th Ward) North Milwaukee Avenue, at 3334
-- 6:00 A.M. to 6:00 P.M. -- no
exceptions;

LAURINO (39th Ward) North Montrose Avenue, at 3542;

O'CONNOR (40th Ward) North Lincoln Avenue, from a
point 105 feet south of West
Catalpa Avenue to a point 25 feet
south thereof -- 8:00 P.M. to 4:00
A.M. -- no exceptions;

NATARUS (42nd Ward) North Clark Street, at 605 -- 9:30
A.M. to 1:00 A.M. -- daily (tow
zone) tour busses;

East Grand Avenue, at 436 -- 7:00
A.M. to 6:00 P.M. -- daily (tow
zone);

North Michigan Avenue, at 664
(on the Erie Street side of the
building) -- daily (tow zone);

Alderman	Location, Distance And Time
<i>EISENDRATH</i> (43rd Ward)	West Fullerton Avenue, at 440 -- 5:00 P.M. to 1:00 A.M. -- no exceptions (valet service);
<i>HANSEN</i> (44th Ward)	West Belmont Avenue, at 929 -- at all times -- daily; West Wellington Avenue, at 951 -- 953 -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>SCHULTER</i> (47th Ward)	North Clark Street, at 4427 -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (handicapped); West Lawrence Avenue, at 2124 -- at all times -- Saturday and Sunday; North Western Avenue, at 4523 -- at all times -- no exceptions (handicapped);
<i>M. SMITH</i> (48th Ward)	North Glenwood Avenue, at 5807 -- 6:00 A.M. to 5:00 P.M. -- Monday through Saturday (tow zone).

***Referred* -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF NORTH HALSTED STREET.**

Alderman Hansen (44th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 6, 1992 (Council Journal of Proceedings, page 23377) which established loading zones on portions of specified public ways by striking the words: "North Halsted Street (west side) from a point 165 feet south of West Addison Street, to a point 25 feet south thereof -- 5:00 P.M. to 12:00 Midnight (92-0899)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF NORTH WESTERN AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 19, 1993 (Council Journal of Proceedings, page 32404) which established loading zones on portions of specified public ways by striking the words: "32nd Ward -- North Western Avenue (east side) from a point 55 feet south of West Shakespeare Avenue, to a point 25 feet south thereof -- at all times (93-0216)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTION ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
MAZOLA (1st Ward)	North Willard Court, from West Chicago Avenue to West Huron Street -- southerly;
OCASIO (26th Ward)	West Division Street, at 1737, from North Wood Street to North Hermitage Avenue -- southerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
NORTH PAULINA STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 11, 1991 (Council Journal of Proceedings, page 5022) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "North Paulina Street, from West Hubbard Street to West Walton Street -- southerly (92-1505)" and inserting in lieu thereof: "North Paulina Street, from West Chicago Avenue to West Hubbard Street -- southerly (92-1505)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION IN ALLEY BOUNDED
BY NORTH WOLCOTT AVENUE, NORTH WOOD
STREET, WEST WABANSIA AVENUE AND
WEST NORTH AVENUE.

Alderman Gabinski (32nd 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: "alley between North Wolcott Avenue and North Wood Street, from West Wabansia Avenue to West North Avenue -- southbound", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
WEST 59TH PLACE.

Alderman Madrzyk (13th 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: "West 59th Place, from South Kedzie Avenue to South Pulaski Road -- westerly", and inserting in lieu thereof: "West 59th Place, from South Kedzie Avenue to the start of the parking lot just east of South Pulaski Road -- westerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
WEST 64TH STREET.

Alderman Jones (15th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on April 29, 1992 (Council Journal of Proceedings, page 15394) which restricted the flow of traffic to a westerly direction on West 64th Street, from South Bell Avenue to South Western Avenue -- westerly (91-1334), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF WEST 65TH STREET.

Alderman Jones (15th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on April 29, 1992 (Council Journal of Proceedings, page 15394) which restricted the flow of traffic to an easterly direction on West 65th Street, from South Bell Avenue to South Western Avenue (91-1333), 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
BURRELL (29th Ward)	North Austin Avenue (west side) from West North Avenue to West Grand Avenue -- two hour limit -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;

Alderman

Location, Distance And Time

North Austin Avenue (east side)
from West North Avenue to West
Grand Avenue -- two hour limit --
4:00 P.M. to 6:00 P.M. -- Monday
through Friday;

LEVAR (45th Ward)

North Milwaukee Avenue, at 5117
-- 5149 -- two hour limit -- 9:00
A.M. to 4:00 P.M. -- Monday
through Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH LIMITED
PARKING OF VEHICLES DURING SPECIFIED
HOURS ON PORTION OF WEST
AUGUSTA BOULEVARD.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which limited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Augusta Boulevard, in the 5200 block -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- no parking school days" and inserting in lieu thereof: "West Augusta Boulevard, in the 5200 block -- 7:00 A.M. to 9:00 P.M. -- no parking school days", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH LIMITED PARKING
OF VEHICLES DURING SPECIFIED HOURS ON
PORTION OF SOUTH DAMEN AVENUE.

Alderman Rugai (19th Ward) presented a proposed ordinance to amend a previously passed ordinance which limited the parking of vehicles during specified hours on portions of various public ways by striking the words:

"South Damen Avenue (both sides) from West 100th Street to West 101st Street to a point 50 feet north thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" and inserting in lieu thereof: "South Damen Avenue (west side) from West 100th Street to West 101st Street to a point of 50 feet north thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH LIMITED PARKING OF VEHICLES DURING SPECIFIED HOURS AT 3012 -- 3014 NORTH LARAMIE AVENUE.

Alderman Bialczak (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which limited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Laramie Avenue (west side) at 3012 -- 3014 -- 30 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "North Laramie Avenue (west side) at 3012 -- 3014 -- 30 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday and 6:00 A.M. to 2:00 P.M. -- Sunday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
MAZOLA (1st Ward)	South Blue Island Avenue, at 1401 (tow zone);
	North Bishop Street, at 610 (except for handicapped);

8/4/93

NEW BUSINESS PRESENTED BY ALDERMEN

37045

Alderman

Location And Distance

TILLMAN (3rd Ward)

South Princeton Avenue, at 4824
(except for handicapped);

West Tremont Street, at 411
(except for handicapped);

South Wentworth Avenue, at 6033
(except for handicapped);

BLOOM (5th Ward)

South Constance Avenue, at 7241
(except for handicapped);

South Dorchester Avenue, at 6956
(except for handicapped);

STEELE (6th Ward)

South Cottage Grove Avenue, at
7527;

South Drexel Avenue, at 7626
(except for handicapped);

South Evans Avenue, at 7744
(except for handicapped);

South Ingleside Avenue, at 7516
(except for handicapped);

South Parnell Avenue, at 7007
(except for handicapped);

West 68th Street, at 55 (except for
handicapped);

East 82nd Street, at 653 (except for
handicapped);

BEAVERS (7th Ward)

South Kingston Avenue, at 8439
(except for handicapped);

South Luella Avenue, at 8900
(except for handicapped);

Alderman	Location And Distance
<i>DIXON</i> (8th Ward)	South Euclid Avenue, at 8406 (except for handicapped);
	South Maryland Avenue, at 8443 (except for handicapped);
	South Maryland Avenue, at 8521 (except for handicapped);
<i>SHAW</i> (9th Ward)	South Indiana Avenue, at 10456 (except for handicapped);
	South Wabash Avenue, at 10856 (except for handicapped);
<i>BUCHANAN</i> (10th Ward)	South Euclid Avenue, 10 feet in front of 9534 and 15 feet in front of 9536 (except for handicapped);
	South Oglesby Avenue, at 10107 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Campbell Avenue, at 4332 (except for handicapped);
	South Fairfield Avenue, at 4527 (except for handicapped);
	South Hermitage Avenue, at 3648 (except for handicapped);
	South Honore Street, at 3640 (except for handicapped);
	South Leavitt Street, at 3422 (except for handicapped);
	South Parnell Avenue, at 2929 (except for handicapped);
	South Princeton Avenue, at 3121 (except for handicapped);

Alderman

Location And Distance

South Quinn Street, at 2917
(except for handicapped);

South Wells Street, at 3224 (except
for handicapped);

West 26th Street, at 535 (except
for handicapped);

West 37th Street, at 549 (except
for handicapped);

West 44th Street (north side) from
a point 400 feet west of South
Packers Street, to a point 265 feet
west thereof (tow zone);

West 45th Street, at 517 (except
for handicapped);

West 46th Street, at 530 (except
for handicapped);

West 47th Place, at 614 (except for
handicapped);

BURKE (14th Ward)

South Christiana Avenue, at 4340
(except for handicapped);

South Kedzie Avenue (both sides)
from West 47th Street to West 51st
Street (tow zone);

South Keeler Avenue, at 4549
(except for handicapped);

South Western Boulevard (both
sides) from West 47th Street to
West 51st Street (tow zone);

South Western Avenue (east side)
from West 47th Street to West 51st
Street (tow zone);

Alderman	Location And Distance
	South Whipple Street, at 6012 (except for handicapped);
	South Wood Street, at 4721 (except for handicapped);
	West 47th Street, at 3058 (except for handicapped);
<i>JONES</i> (15th Ward)	South Campbell Avenue, at 6326 (except for handicapped);
	South Maplewood Avenue, at 6726 (except for handicapped);
	West 72nd Street, at 2104 (except for handicapped);
<i>COLEMAN</i> (16th Ward)	South Emerald Avenue, at 5932 (except for handicapped);
<i>EVANS</i> for <i>STREETER</i> (17th Ward)	South Aberdeen Street, at 7605 (except for handicapped);
	South Bishop Street, at 6606 (except for handicapped);
<i>MURPHY</i> (18th Ward)	South Loomis Avenue, at 8219 (except for handicapped);
	West 80th Place, at 2052 (except for handicapped);
<i>TROUTMAN</i> (20th Ward)	South Champlain Avenue, at 6233 (except for handicapped);
<i>EVANS</i> (21st Ward)	South Emerald Avenue, at 8728 (except for handicapped);

Alderman	Location And Distance
<i>MUNOZ</i> (22nd Ward)	South Lowe Avenue, at 10212 (except for handicapped);
	South Homan Avenue, at 2551 (except for handicapped);
	South Kostner Avenue, at 2330 (except for handicapped);
	South Kostner Avenue, at 2334 (except for handicapped);
<i>LASKI</i> (23rd Ward)	South Kedvale Avenue, at 4954 (except for handicapped);
	South Kedvale Avenue, at 4955 (except for handicapped);
<i>MILLER</i> (24th Ward)	South Central Park Avenue, at 1520 (except for handicapped);
<i>MEDRANO</i> (25th Ward)	West 23rd Place, at 2631 (except for handicapped);
<i>OCASIO</i> (26th Ward)	North Francisco Avenue, at 1111 (tow zone);
	North Leavitt Street, at 3148 (except for handicapped);
<i>E. SMITH</i> (28th Ward)	North Kilbourn Avenue, at 122 (except for handicapped);
<i>BURRELL</i> (29th Ward)	South Austin Boulevard, at 1059 (at the corner of South Austin Boulevard and West Fillmore Street) (except for handicapped);

Alderman

Location And Distance

South Menard Avenue, at 33
(except for handicapped);

BIALCZAK (30th Ward)

West Bloomingdale Avenue, at
4849 (except for handicapped);

North Linder Avenue, at 3005
(except for handicapped);

North Monitor Avenue, at 3001
(except for handicapped);

GABINSKI (32nd Ward)

West Cortland Street, at 2113
(except for handicapped);

North Honore Street, at 2036
(except for handicapped);

West Shakespeare Avenue, at
2214 (except for handicapped);

North Western Avenue (east side)
from a point 55 feet south of West
Shakespeare Avenue, to a point 25
feet south thereof;

North Wolcott Avenue, at 904
(except for handicapped);

North Wolcott Avenue, at 1039
(except for handicapped);

MELL (33rd Ward)

North Spaulding Avenue, at 3743
(except for handicapped);

North Troy Street, at 3008 (except
for handicapped);

AUSTIN (34th Ward)

South Peoria Street, at 12916
(except for handicapped);

Alderman	Location And Distance
	West 103rd Place, at 141 (except for handicapped);
	West 113th Street, at 215 (except for handicapped);
<i>WOJCIK</i> (35th Ward)	West Schubert Street, at 3901 (except for handicapped);
	North Springfield Avenue, at 2551 (except for handicapped);
	North Springfield Avenue, at 4335 (driveway);
<i>BANKS</i> (36th Ward)	North Merrimac Avenue, at 2129 (except for handicapped);
	North Neva Avenue, at 3759 (except for handicapped);
	North Plainfield Avenue, at 3642 (except for handicapped);
<i>GILES</i> (37th Ward)	North Leclaire Avenue, at 1136 (except for handicapped);
	North Lorel Avenue, at 634 (except for handicapped);
	North Lorel Avenue, at 1717 (except for handicapped);
	North Ridgeway Avenue, at 1048 (except for handicapped);
<i>ALLEN</i> (38th Ward)	West Berenice Avenue, at 5211 (except for handicapped);
	West Grace Street, at 5716 (except for handicapped);

Alderman	Location And Distance
	West Henderson Street, at 5005 (except for handicapped);
	North Monitor Avenue, at 4222 (except for handicapped);
	North Nora Avenue, at 3945 (except for handicapped);
	West Waveland Avenue, at 6034 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Drake Avenue, at 5607 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	West Peterson Avenue (north side) from 1930 to 2230;
	West Rosehill Drive (both sides) from North Ravenswood Avenue and under the viaduct to the west side of the tracks;
<i>DOHERTY</i> (41st Ward)	West Catherine Avenue, at 8711 (except for handicapped);
<i>EISENDRATH</i> (43rd Ward)	West Wrightwood Avenue, at 925 (except for handicapped);
<i>HANSEN</i> (44th Ward)	North Sheffield Avenue, at 3331 (except for handicapped);
<i>LEVAR</i> (45th Ward)	West Leland Avenue, at 5351 (except for handicapped);
	West Pensacola Avenue, at 5062 (except for handicapped);
	West Windsor Avenue, at 5018 (except for handicapped);

Alderman	Location And Distance
<i>SCHULTER</i> (47th Ward)	North Bell Avenue, at 4800 (driveway);
	West Belle Plaine Avenue, at 1918 (except for handicapped);
	West Berenice Avenue, at 1851 (except for handicapped);
	North Damen Avenue, at 4604 (except for handicapped);
	North Damen Avenue, at 5017 (except for handicapped);
	West Lawrence Avenue, at 2236 (driveway);
<i>M. SMITH</i> (48th Ward)	West Balmoral Avenue, at 1044 (except for handicapped);
	West Lakeside Place, at 814 (except for handicapped);
<i>STONE</i> (50th Ward)	West Jerome Street, at 3022 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3019 NORTH AUSTIN 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 Austin Avenue, at 3019 (Handicapped Permit 4396)", which was *Referred* to the Committee on Traffic Control and Safety.

Referred-- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON PORTIONS
OF SOUTH CALIFORNIA AVENUE.

Alderman Rugai (19th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 16, 1992 (Council Journal of Proceedings, page 21079) which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South California Avenue (east side) from West 106th Street to West 111th Street -- no parking of trucks" and inserting in lieu thereof: "South California Avenue, from West 106th Street to West 111th Street", which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3310 WEST CULLOM AVENUE.

Alderman Mell (33rd 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 Cullom Avenue, at 3310 (Handicapped Permit 3332)", 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 Shiller for 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 3656 SOUTH
HAMILTON 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 Hamilton Avenue, at 3656 (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 5336 NORTH
KENMORE AVENUE.

Alderman M. Smith (48th 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 Kenmore Avenue, at 5336 (Handicapped Permit 5911)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION
AT ALL TIMES AT 5552 NORTH
MAJOR AVENUE.

Alderman Levar (45th 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 Major Avenue, at 5552 (Handicapped Permit 6044)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION
AT ALL TIMES AT 2425 NORTH
MEADE AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 15, 1979 (Council Journal of Proceedings, page 1298) which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Meade Avenue, at 2425 (Handicapped Permit 178)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4832 WEST NELSON STREET.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Nelson Street, at 4832 (Handicapped Permit 1817)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1902 WEST NEWPORT AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Newport Avenue, at 1902 (Handicapped Permit 4712)", 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 a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Rutherford Avenue, at 3518 (Handicapped Permit 1545)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4619 SOUTH SACRAMENTO AVENUE.

Alderman Fary (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Sacramento Avenue, at 4619 (Handicapped Permit 4906)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5014 WEST WABANSIA 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: "West Wabansia Avenue, at 5014 (Handicapped Permit 3462)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION AT
1641 NORTH MAPLEWOOD AVENUE.

Alderman Bialczak (30th Ward) presented a proposed ordinance to amend a

previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "North Maplewood Avenue, at 1641 (Handicapped Permit 7715)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION TO
9432 SOUTH LANGLEY AVENUE.

Alderman Steele (6th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 656 East 95th Street to a new location at 9432 South Langley Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated 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

MAZOLA (1st Ward)

West Fulton Street, between South Clinton Street and South Desplaines Street -- 10:00 P.M. to 5:00 A.M. -- daily (tow zone);

South Park Terrace, from West 9th Street south to cul-de-sac -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday (tow zone);

South Plymouth Court, from West 9th Street north to cul-de-sac -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday (tow zone);

Alderman	Location, Distance And Time
<i>MADRZYK</i> (13th Ward)	West 79th Place (west side) at 3700 -- 8:00 A.M. to 2:00 P.M. -- Monday through Saturday (tow zone); West 79th Street (west side) at 3701 -- 8:00 A.M. to 2:00 P.M. -- Monday through Saturday;
<i>BURKE</i> (14th Ward)	South Western Avenue (west side) from West 47th Street to West 48th Place -- 3:00 P.M. to 7:00 P.M. -- Monday through Friday; South Western Avenue (west side) from West 49th Place to West 51st Street -- 3:00 P.M. to 7:00 P.M. -- Monday through Friday (tow zone);
<i>MURPHY</i> (18th Ward)	South Lawndale Avenue (both sides) from West 84th Street to West 84th Place -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;
<i>LASKI</i> (23rd Ward)	South Kilpatrick Avenue (west side) from South Archer Avenue to the first alley north thereof -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;
<i>HANSEN</i> (44th Ward)	North Halsted Street, at 3542 -- 5:00 P.M. to 12:00 Midnight -- daily (tow zone);
<i>SCHULTER</i> (47th Ward)	North Greenview Avenue, at 4450 -- 9:00 A.M. to 1:00 P.M. -- Sundays (tow zone);

Alderman

Location, Distance And Time

West Sunnyside Avenue, at 1507 --
8:00 A.M. to 6:00 P.M. -- Monday
through Friday (tow zone).

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

MURPHY (18th Ward)

West 83rd Place (both sides) in the
3700 block -- 7:00 A.M. to 9:00
A.M. -- Monday through Friday;

RUGAI (19th Ward)

West 102nd Street (north side)
west of Artesian Avenue to
Beverly Park field house -- at all
times -- daily;

LASKI (23rd Ward)

West 62nd Street (both sides) from
South Rutherford Avenue to the
first alley west thereof -- 7:00 A.M.
to 6:00 P.M. -- Monday through
Friday;

GABINSKI (32nd Ward)

West Churchill Street (both sides)
in the 2000 block -- 6:00 P.M. to
6:00 A.M. -- Monday through
Friday -- at all times -- Saturday
and Sunday;

Alderman	Location, Distance And Time
	West Concord Place (both sides) in the 2000 block -- at all times;
<i>BANKS</i> (36th Ward)	North Panama Avenue (west side) from the first alley north of Forest Preserve Drive to the first alley south of West Addison Street -- at all times;
<i>LAURINO</i> (39th Ward)	North Sawyer Avenue (both sides) in the 4800 block -- at all times;
<i>DOHERTY</i> (41st Ward)	North Olcott Avenue (west side) from West Devon Avenue to the first alley north thereof -- at all times;
<i>HANSEN</i> (44th Ward)	West Aldine Avenue (both sides) in the 600 and 700 blocks -- 6:00 P.M. to 6:00 A.M. -- daily; West Buckingham Place (both sides) in the 600 and 700 blocks -- 6:00 P.M. to 6:00 A.M. -- daily;
<i>LEVAR</i> (45th Ward)	West Grover Street, from 5622 to 5650 -- at all times.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH CLIFTON AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on November 6, 1992 (Council Journal of Proceedings, page 23392) which established a residential permit parking zone on both sides of North Clifton Avenue, from West Sunnyside Avenue to West

Montrose Avenue, from 8:00 A.M. to 9:00 P.M., Monday through Friday (Zone 379), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH RACINE AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on November 6, 1992 (Council Journal of Proceedings, page 23394) which established a residential permit parking zone on both sides of North Racine Avenue, from West Sunnyside Avenue to West Montrose Avenue, from 8:00 A.M. to 9:00 P.M., Monday through Friday (Zone 379), 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
OCASIO (26th Ward)	North California Avenue, alongside of 3140 to the first alley west thereof;
	North Maplewood Avenue, alongside of 2441 -- 2445 to the first street south thereof;
GABINSKI (32nd Ward)	West Charleston Street, from North Western Avenue to the first alley thereof;

Alderman

Location And Distance

BANKS (36th Ward)

North Nottingham Avenue (west side) from West Belmont Avenue to the first alley south thereof.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
SERVICE DRIVE/DIAGONAL PARKING ON PORTION
OF WEST MONTANA STREET.

Alderman Suarez (31st Ward) presented a proposed ordinance to repeal a previously passed ordinance to designate as a service drive and permit diagonal parking on the south side of West Montana Street, from North Cicero Avenue to a point 125 feet west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TWENTY-FIVE MILE
PER HOUR SPEED LIMIT ON PORTION OF
NORTH KEDZIE AVENUE.

Alderman Wojcik (35th Ward) presented a proposed ordinance to limit the speed of vehicles to twenty-five miles per hour on North Kedzie Avenue, from West Diversey Avenue to West Belmont Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONE ON
PORTION OF NORTH DEARBORN STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish a tow-away zone on portion of North Dearborn Street in lieu of Parking Meters

4925 and 4926, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT INTERSECTION OF WEST BERWYN AVENUE AND NORTH LINCOLN AVENUE.

Alderman O'Connor (40th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the installation of automatic traffic control signals at the intersection of West Berwyn Avenue and North Lincoln 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 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
MAZOLA (1st Ward)	West Adams Street, at South Sangamon Street -- "Stop";
PRECKWINKLE (4th Ward)	South Lake Shore Drive, at South Chicago Beach Drive -- "Stop";
BLOOM (5th Ward)	South Dante Avenue, at East 74th Street -- "Stop"; East 74th Street, at South Dante Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>STEELE</i> (6th Ward)	South Calumet Avenue, at East 96th Street -- "Stop"; East 89th Street, at South Langley Avenue -- "Stop";
<i>SHAW</i> (9th Ward)	East 115th Street and South Dr. Martin Luther King, Jr. Drive -- "Two-Way Stop"; West 126th Street and South Princeton Avenue "Four-Way Stop";
<i>BUCHANAN</i> (10th Ward)	South Oglesby Avenue, at East 102nd Street -- "Stop"; East 97th Street and South Exchange Avenue -- "Four-Way Stop"; East 99th Street and South Escanaba Avenue -- "Four-Way Stop"; East 113th Street and South Champlain Avenue -- "Three-Way Stop";
<i>HUELS</i> (11th Ward)	West 33rd Street and South Bell Avenue -- "Two-Way Stop"; West 43rd Place and South Parnell Avenue -- "Two-Way Stop";
<i>MADRZYK</i> (13th Ward)	South Kilpatrick Avenue and South Knox Avenue, from West 66th Street to West 67th Street -- "No Thru Traffic"; South Tripp Avenue, in the 5600 block -- "All-Way Stop";

Alderman

Location And Type Of Sign

West 71st Street and South Central Park Avenue -- "Two-Way Stop";

West 73rd Street And South Central Park Avenue -- "Two-Way Stop";

West 74th Street and South Central Park Avenue -- "Two-Way Stop";

BURKE (14th Ward)

West 57th Street, at South Homan Avenue -- "Stop";

West 60th Street and South Albany Avenue -- "Two-Way Stop";

JONES (15th Ward)

West 64th Street and South Claremont Avenue -- "Four-Way Stop";

West 70th Street and South Claremont Avenue -- "Four-Way Stop";

West 73rd Street and South Talman Avenue -- "Four-Way Stop";

MURPHY (18th Ward)

South Keeler Avenue, at West 86th Street -- "Stop";

South Racine Avenue, at West 85th Street -- "Stop";

West 85th Street and South Elizabeth Avenue -- "Stop";

West 85th Street and South St. Louis Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>RUGAI</i> (19th Ward)	West 85th Street and South Throop Street -- "Stop";
<i>EVANS</i> (21st Ward)	West 111th Place, at 2344 "Handicapped Parking Only";
<i>MUNOZ</i> (22nd Ward)	West 94th Street and South Normal Avenue -- "Four-Way Stop";
<i>OCASIO</i> (26th Ward)	South Francisco Avenue, at West 25th Place -- "Stop";
<i>BURRELL</i> (29th Ward)	North Homan Avenue and West Potomac Avenue -- "Stop";
<i>SUAREZ</i> (31st Ward)	North Kedzie Avenue and West Hirsch Street -- "Stop";
	North Leavitt Street, at West Pierce Street -- "Stop";
	West West End Avenue and North Central Avenue -- "Three-Way Stop";
	West Fulton Street and North Central Avenue -- "Three-Way Stop";
	West George Street, at North Kenneth Avenue -- "Stop";
	North Homan Avenue, at West Potomac Avenue -- "Stop";
	North Karlov Avenue and West Le Moyne Street -- "Stop";

Alderman

Location And Type Of Sign

North Kenneth Avenue, at West Barry Avenue -- "Stop";

West Le Moyne Street, at North Karlov Avenue -- "Do Not Enter";

West Wabansia Avenue and North Springfield Avenue -- "Stop";

GABINSKI (32nd Ward)

North Greenview Avenue, at West Oakdale Avenue -- "Stop";

West St. Paul Avenue, at North Hoyne Avenue -- "Four-Way Stop";

MELL (33rd Ward)

West Sunnyside Avenue, at North Francisco Avenue -- "Stop";

West Sunnyside Avenue, at North Mozart Street -- "Stop";

West Waveland Avenue, at North Whipple Street -- "Stop";

WOJCIK (35th Ward)

West George Street and North Kedzie Avenue -- "Three-Way Stop";

West Grace Street, at North Tripp Avenue -- "Stop";

West Melrose Street and North Drake Avenue -- "Stop";

West Schubert Avenue and North Avers Avenue -- "Stop";

BANKS (36th Ward)

West Barry Avenue, at North Normandy Avenue -- "Stop";

North Normandy Avenue, at West School Street -- "Stop";

Alderman	Location And Type Of Sign
	North Sayre Avenue, at West Barry Avenue -- "Stop"; West Schubert Avenue and North Merrimac Avenue -- "Stop";
<i>ALLEN</i> (38th Ward)	West Dakin Street and North Marmora Avenue -- "Stop";
<i>O'CONNOR</i> (40th Ward)	"T" junction of West Argyle Street and North Talman Avenue -- "All-Way Stop"; North Greenview Avenue, at West Rosemont Avenue -- "Stop"; North Mozart Street, between West Carmen Avenue and West Argyle Street -- "Thru Traffic Prohibited/Children At Play";
<i>DOHERTY</i> (41st Ward)	West Gregory Street, at North Delphia Avenue -- "Stop"; North Octavia Avenue, at West North Shore Avenue -- "Stop";
<i>EISENDRATH</i> (43rd Ward)	North Sedgwick Street, at West Menomonee Street -- "Stop";
<i>HANSEN</i> (44th Ward)	West Byron Street, at North Janssen Avenue -- "Stop";
<i>LEVAR</i> (45th Ward)	West Foster Avenue and North Mason Avenue -- "No Left Turn -- 4:00 P.M. To 6:00 P.M."; North Lavergne Avenue, at North Avondale Avenue -- "Stop";

Alderman

Location And Type Of Sign

North Manton Avenue, at North
Major Avenue -- "Stop".

Referred -- AMENDMENT OF ORDINANCE WHICH
AUTHORIZED ERECTION OF "STOP"
SIGNS ON WEST BALMORAL
AVENUE AT NORTH
OKETO AVENUE.

Alderman Doherty (41st Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "West Balmoral Avenue, for westbound traffic at North Oketo Avenue -- 'Stop' " and inserting in lieu thereof: "West Balmoral Avenue, for eastbound traffic and North Oketo Avenue, for north and southbound traffic -- 'Three-Way Stop' ", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH
AUTHORIZED ERECTION OF TRAFFIC
WARNING SIGNS ON NORTH
CICERO AVENUE AT
WEST PENSACOLA
AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance which would amend an ordinance passed by the City Council on March 26, 1993 (Council Journal of Proceedings, page 30395) which authorized the erection of traffic signs on portions of specified public ways by striking the words: "North Cicero Avenue, for southbound traffic at West Pensacola Avenue -- 3:00 P.M. to 6:00 P.M. -- Monday through Friday -- 'No Right Turn' (93-1462)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH
AUTHORIZED ERECTION OF "STOP"
SIGNS ON WEST JARVIS
AVENUE AT NORTH
ORIOLE AVENUE.

Alderman Doherty (41st Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "West Jarvis Avenue, at North Oriole Avenue (east and westbound traffic) -- 'Stop' " and inserting in lieu thereof: "North Oriole Avenue, at West Jarvis Avenue (north and southbound traffic) -- 'Stop' ", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF HANDICAPPED PERMIT SIGNS AT
4727 NORTH MALDEN STREET.

Alderman Shiller (46th Ward) presented a proposed ordinance for the removal of handicapped permit signs at 4727 North Malden Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF "NO PARKING" SIGNS FROM
9542 TO 9700 SOUTH PROSPECT AVENUE.

Alderman Rugai (19th Ward) presented a proposed order for the removal of "No Parking -- 8:00 A.M. To 10:00 A.M." signs from 9542 to 9700 South Prospect Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF "NO PARKING" SIGNS
ON PORTION OF WEST 102ND STREET.

Alderman Rugai (19th Ward) presented a proposed order for the removal of

"No Parking" signs on the north side of West 102nd Street, from South Artesian Avenue to the Beverly Park field house, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF "NO PARKING" SIGNS ON
PORTION OF WEST 104TH PLACE.

Alderman Rugai (19th Ward) presented a proposed order for the removal of "No Parking -- 8:00 A.M. To 10:00 A.M." signs on West 104th Place, between South Wood Street and South Prospect Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT
FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>BLOOM</i> (5th Ward)	South Maryland Avenue, in the 7300 block;
<i>BUCHANAN</i> (10th Ward)	South Muskegon Avenue, from East 130th Street to East 131st Street;
<i>MILLER</i> (24th Ward)	South Trumbull Avenue, from West Ogden Avenue to West Cermak Road.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented eight 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 OCASIO (26th Ward):

To classify as an R3 General Residence District instead of R4 and R6 General Residence Districts the area shown on Map No. 3-H bounded by:

a line 50 feet south of West North Avenue; the alley next east of and parallel to North Hoyne Avenue; the alley next north of and parallel to West Pierce Avenue; the alley next west of and parallel to North Damen Avenue; West LeMoyné Street; the alley next east of and parallel to North Hoyne Avenue; West Schiller Street; North Damen Avenue; North Wicker Park Avenue; a line 21 feet southeasterly of North Damen Avenue, as measured from the intersection of North Damen Avenue and North Wicker Park Avenue, and perpendicular to North Wicker Park Avenue; the alley next northeasterly of and parallel to North Wicker Park Avenue; North Honore Street; North Wicker Park Avenue; a line 125 feet southeasterly of and parallel to North Honore Street; the alley next northeasterly of and parallel to North Wicker Park Avenue; or the line thereof if extended where no alley exists; a line 130 feet northwesterly of and parallel to North Wood Street; North Wicker Park Avenue; the alley next southeasterly of and parallel to North Wolcott Avenue, or the line thereof if extended where no alley exists; the alley next southeasterly of North Wicker Park Avenue; West Ellen Street; North Hermitage Avenue; North Moorman Street; the alley next northeasterly of and parallel to North Paulina Street; a line 25 feet south of North Moorman Street; North Paulina Street; the alley next north of and parallel to West Division Street; a line 24 feet east of North Wood Street; West Crystal Street; North Wood Street; a line 150 feet north of West Division Street; the alley next west of and parallel to North Wood Street; a line 100 feet north of West Division Street; the alley next north of and parallel to West Division Street; the alley next west of and parallel to North Wolcott Avenue; the alley next north of and parallel to West Division Street; a line 140 feet west of North Leavitt Street; a line 220 feet south of West Potomac Avenue; North

Leavitt Street; a line 25 feet south of West LeMoyne Street; the alley next west of and parallel to North Leavitt Street; West LeMoyne Street; the alley next east of and parallel to North Western Avenue; the alley next south of and parallel to West North Avenue; North Leavitt Street; a line 136 feet south of West North Avenue; the alley next east of and parallel to North Leavitt Street; the alley next south of and parallel to West North Avenue; the alley west of and parallel to North Hoyne Avenue; a line 100 feet south of West North Avenue; and North Hoyne Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 3-I bounded by:

the alley next south of and parallel to West Division Street; North Rockwell Street; the alley next north of and parallel to West Haddon Avenue; the alley next east of and parallel to North Rockwell Avenue; the alley next south of and parallel to West Division Street; the alley next west of and parallel to North Western Avenue; West Haddon Street; the alley next west of and parallel to North Western Avenue; the alley next north of and parallel to West Chicago Avenue; the alley next east of and parallel to North California Avenue; the alley next south of and parallel to West Augusta Boulevard; a line 51 feet east of North California Avenue; West Augusta Boulevard; the alley next east of and parallel to North California Avenue; West Thomas Street; a line 122 feet east of North California Avenue; the alley next north of and parallel to West Thomas Street; a line 72 feet east of North California Avenue; West Haddon Avenue; and a line 73 feet east of North California Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 3-I bounded by:

a line 108 feet south of West North Avenue; North Rockwell Street; the alley next south of and parallel to West North Avenue; the alley next west of and parallel to North Western Avenue; a line 237 feet north of West Division Street; North Artesian Avenue; the alley next north of and parallel to West Division Street; North Washtenaw Avenue; a line 62 feet south of West Crystal Street; a line 115 feet west of North Washtenaw Avenue; West Crystal Street; a line 215 feet west of North Washtenaw Avenue; the alley next south of and parallel to West Crystal Street; the alley next east of and parallel to North California Avenue; West Hirsch Street; the alley next west of and parallel to North Fairfield Avenue; a line 146 feet south of West North Avenue; the alley next south of and parallel to West North Avenue; the alley next east of

and parallel to North Fairfield Avenue; a line 208 feet south of West North Avenue; and North Washtenaw Avenue.

BY ALDERMAN SUAREZ (31st Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-K bounded by:

a line 572.03 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.

To classify as Business Planned Development No. 418, as amended, instead of Business Planned Development No. 418 the area shown on Map No. 7-K bounded by:

a line 1,376 feet north of West Diversey Avenue; the west right-of-way of the Chicago and Northwestern Railroad; West Diversey Avenue; North Kilpatrick Avenue; West George Street; the alley next east of and parallel to North Kilpatrick Avenue; West Wellington Avenue; and North Knox Avenue,

Also

to classify as an M1-2 Restricted Manufacturing District instead of Business Planned Development No. 418 the area shown on Map No. 7-K bounded by:

West Diversey Avenue; a line 367 feet south of West Diversey Avenue; a line 503 feet east of North Kilpatrick Avenue; a line from a point 503 feet east of North Kilpatrick Avenue and 285 feet south of West Diversey Avenue to be connected by said line having a 184.2 foot arc with a radius of 372 feet, to a point 403 feet east of North Kilpatrick Avenue and 135 feet south of West Diversey Avenue; a line 403 feet east of North Kilpatrick Avenue; a line 159 feet south of West Diversey Avenue; a line 388 feet east of North Kilpatrick Avenue; a line 135 feet south of West Diversey Avenue; a line 125 feet east of North Kilpatrick Avenue; West Parker Avenue; and North Kilpatrick Avenue.

BY ALDERMAN WOJCIK (35th Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 9-K 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.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B3-3 General Retail District instead of a B5-3 General Service District the area shown on Map No. 9-H bounded by:

West Irving Park Road; North Wolcott Avenue; the alley next south of and parallel to West Irving Park Road; and the alley next west of North Wolcott Avenue.

BY ALDERMAN STONE (50th Ward):

To classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 17-H bounded by:

West Greenleaf Avenue; a line 132 feet east of North Western Avenue; a line 76 feet south of West Greenleaf Avenue; and a line 77 feet east of North Western Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred sixteen 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>MAZOLA</i> (1st Ward)	400 Condominium Association; 801 South Plymouth Court Condominium Association; 901 South Plymouth Court Condominium Association;
<i>DIXON</i> (8th Ward)	7901 -- 7911 South Ellis Avenue Condominium;
<i>MADRZYK</i> (13th Ward)	Mr. Dennis Matthew Dykiel;
<i>EVANS</i> (21st Ward)	Racine Courts;
<i>LASKI</i> (23rd Ward)	Wimbledon Courts II Condo Association;
<i>BURRELL</i> (29th Ward)	105 North Pine Courts Condominium Association;
<i>GABINSKI</i> (32nd Ward)	Mr. Lawrence A. Bradi; Wrightwood Court Townhomes Association;
<i>BANKS</i> (36th Ward)	Addison Point Condominium; Belmont Manor Condominium Association; Belmont Terrace Condo Association; Neenah Manor Condominium Association;

Alderman

Claimant

ALLEN (38th Ward)

2127 -- 2135 North Harlem
Avenue Condo Association;
2147 Harlem Building Association;

Ridgemoor West Condominium;

3821 North Narragansett
Condominium Association;

LAURINO (39th Ward)

Mr. Richard Gluth;

Ms. Mildred Seltzer;

O'CONNOR (40th Ward)

Stanford Courts Condominium;

DOHERTY (41st Ward)

Birch Tree Manor Number 5;

Birch Tree Manor Number 6 Condo
Association;

Mr. Jacque Boyd;

Caldwell Woods Condominium
Association, Incorporated;

Chevalier Condo Association;

Devon Place Condominium
Association;

Edison Parker Number 2
Condominium Association;

Edison Place Condominium;

Edison Village Condo Association;

The Edisonaire Condominium;

Higgins Manor Condo Association;

Alderman

Claimant

Lexington House Condominium;

Mansard House Condominium;

Northwest Point West Condo
Association;

Northwest Terrace Number 2;

Norwood Place Condominium
Association (2);

Olmsted Condominium Association;

6831 Northwest Highway
Association;

8734 West Summerdale Condo
Association;

NATARUS (42nd Ward)

Carl Sandburg Village
Condominium Association
Number 2;

Constellation Condominium
Association (2);

One Magnificent Mile Condominium
Association;

Streeterville Center Condominium
Association;

30 East Elm Condominium
Association;

40 East Cedar Condominium
Association;

73 East Elm Condominium
Association;

132 East Delaware Place
Condominium Association;

Alderman

Claimant

161 Chicago Avenue East
Condominium Association;

175 East Delaware Place
Homeowner's Association;

200 East Delaware Condominium
Association;

201 East Chestnut Condominium
Association;

220 East Walton Condominium
Association;

The 777 Condominium Association;

900/910 Lake Shore Drive
Condominium Association;

1100 North Lake Shore Drive
Condominium Association;

1110 North Lake Shore Homeowners
Association;

1150 Condominium Association;

1212 Lake Shore Drive
Condominium;

1242 Lake Shore Drive Corporation;

EISENDRATH (43rd Ward)

Mr. J. Scotte Burton;

Hampden Tower Condominium
Association;

Howe Court Condominium
Association;

Kennelly Square Condominium
Association;

The North Park Condo Association;

Alderman

Claimant

Ritchie Tower Condominium
Association (2);

515 Wrightwood Condominium
Association;

2007 Sedgwick Condominium;

2016 Cleveland Condominium
Association;

2020 Lincoln Park West
Condominium Association;

2232 -- 2234 North Bissell
Homeowner's Association;

2333 North Geneva Terrace
Condominium Association;

HANSEN (44th Ward)

Eddystone Condominium Homes;

Harbor House Condominium
Association (2);

Mr. Hardy M. Mauro;

The Wellington Condominium
Association;

3150 Condominium Association;

LEVAR (45th Ward)

Colonial Condo Association (2);

Janis Courts Association;

Keystone Manor Condominium
Association;

Kings Corner Condo Association;

Wilson Court Condominium;

Alderman

Claimant

Winderlane Condo Association;

Windsor Point Condominium
Association (2);

Windsor West Condominium
Association;

SHILLER (46th Ward)

Mr. Rennie Curtis;

Le Soleil Condominium Association;

Waveland Quadrangle Condo
Association;

3950 North Lake Shore Drive
Condominium Association;

M. SMITH (48th Ward)

Ainslie Park Condominium
Association;

Granville Beach Condominium;

Lakeside Place Condominium
Association;

Park Tower Condominium
Association;

Summerdale Condominium
Association (2);

Thorndale Beach North
Condominium Association;

5000 Marine Drive Corporation;

SHILLER for
MOORE (49th Ward)

Chase on the Lake Condominium
Association;

Farwell Courts Condominium;

Alderman

Claimant

Jarvis Court Condo Association;

Lunt Avenue Condominium
Association;

Lunt-Lake Apartments Trust (2);

Sheridan East, Incorporated;

1330 West Fargo Condominium
Association;

6247 -- 6249 North Glenwood
Condominium Association;

6635 -- 6637 Glenwood
Condominium Association;

STONE (50th Ward)

Mr. Arnold Loeb;

Twin Gables Condominium
Association;

Winston Towers Number 5 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):

Referred -- AUTHORIZATION FOR SALE OF PERMITS FOR
RESIDENTIAL PERMIT PARKING ZONE 40.

A proposed ordinance directing the Department of Revenue to sell residential parking permits for Residential Permit Parking Zone 40 to residents in the 1400 block of West Harrison Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- APPROVAL OF PLAT OF CHICAGO HOMES OF
DEARBORN PARK RESUBDIVISION ON PORTION
OF WEST ROOSEVELT ROAD.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Chicago Homes of Dearborn Park Resubdivision on that part of West Roosevelt Road, between South Plymouth Court and South State Street, which was *Referred to the Committee on Transportation and Public Way*.

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:

Krystyna Investment, Inc., doing business as Krystyna's Cafe -- 8 East Jackson Boulevard; and

Taste of Siam, Incorporated -- 600 South Dearborn Street.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows.

General Parking Management Limited Partnership -- to construct, install and maintain two pillar signs along West Monroe Street and South Canal Street, adjacent to the parking lot located at 500 West Monroe Street; and

Santa Fe Land Improvement Company -- to maintain and use vaulted sidewalk space under and along South Michigan Avenue and East Jackson Boulevard, adjacent to 224 South Michigan Avenue.

Referred -- AUTHORIZATION TO SET BACK CURB FOR
ESTABLISHMENT OF DIAGONAL PARKING ON
PORTION OF SOUTH SHIELDS AVENUE.

Also, a proposed order directing the Commissioner of Transportation to set back the curb to accommodate diagonal parking on the west side of South Shields Avenue, north of the property line of West 31st Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST ADAMS STREET FOR CONDUCT OF
BERGHOFF OKTOBERFEST.

Also, a proposed order directing the Commissioner of Transportation to grant permission to The Berghoff Restaurant to close to traffic that part of West Adams Street, between South Dearborn Street and South State Street, for the period extending September 14 through September 19, 1993, for the conduct of the Berghoff Oktoberfest, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT
221 WEST WASHINGTON STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to J. B. Grubart Shoes to conduct a sidewalk sale at 221 West Washington Street, for the period extending August 16 through August 31, 1993, during the hours of 11:00 A.M. to 6:00 P.M., 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, six 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:

DePaul University -- for one canopy at 25 East Jackson Boulevard;

DePaul University -- for one canopy at 243 South Wabash Avenue;

Hilton Hotels Corp. -- for two canopies at 720 South Michigan Avenue;

R.J. Mead -- for one canopy at 939 South Western Avenue;

Nerdlander of Chicago, Inc. -- for one canopy at 22 West Monroe Street;
and

Stevens Maloney Office Supplies -- for one canopy at 216 West Jackson Boulevard.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- AUTHORIZATION FOR WAIVER OF
PERMIT FEES FOR PARTICIPANTS
IN OUTDOOR FESTIVAL.

A proposed order authorizing the Director of Revenue to waive the permit fees for the participants in an outdoor festival sponsored by the Progressive Community Center, to be held on the corner of South Wabash Avenue and East 48th Street, for the period of August 21 and August 22, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- REMOVAL OF ADVERTISING BENCHES AT
SPECIFIED LOCATIONS.

A proposed order reading as follows:

Ordered, Pursuant to Section 10-28-720(d) of the Municipal Code, to remove an immediate threat to public health and safety, the Commissioner of the Department of Transportation is ordered to remove advertising benches at the following locations in the 5th Ward:

1. Southwest corner 67th Street and Clyde Avenue.
2. Southwest corner 67th Street and Paxton Avenue.
3. Southwest corner 67th Street and Crandon Avenue.
4. Northwest corner 67th Street and Crandon Avenue.
5. Southwest corner 71st Street and Merrill Avenue.
6. Northeast corner 71st Street and East End Avenue.

7. Southwest corner 71st Street and Constance Avenue.

8. Southwest corner 75th Street and Paxton Avenue.

Alderman Bloom moved to suspend the rules temporarily to permit immediate consideration of and action upon the foregoing proposed order.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Buchanan, Jones, Coleman, Troutman, Evans, Munoz, Watson, E. Smith, Burrell, Mell, Giles, O'Connor, Doherty, Natarus, Shiller, M. Smith -- 22.

Nays -- Aldermen Beavers, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Laski, Medrano, Ocasio, Bialczak, Suarez, Gabinski, Austin, Wojcik, Banks, Allen, Laurino, Levar -- 19.

Alderman Bloom then moved for a verification of the foregoing roll call vote.

The clerk re-called the roll and the motion to suspend the rules *Lost* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Buchanan, Jones, Coleman, Troutman, Evans, Munoz, Laski, Miller, Watson, E. Smith, Burrell, Mell, Wojcik, Banks, Giles, Doherty, Natarus, Shiller, M. Smith -- 25.

Nays -- Aldermen Beavers, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Medrano, Ocasio, Bialczak, Suarez, Gabinski, Austin, Allen, Laurino, Levar, Stone -- 17.

Thereupon, on motion of Alderman Bloom, the foregoing proposed order was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STEELE (6th Ward):

**ISSUANCE OF FREE PERMITS TO PARK MANOR CHRISTIAN
CHURCH FOR REHABILITATION OF PREMISES
AT 600 EAST 73RD STREET.**

A proposed ordinance reading as follows:

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 Park Manor Christian Church, 600 East 73rd Street, for rehabilitation of existing structure on the premises known as 600 East 73rd Street.

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

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

Alderman Steele moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN BEAVERS (7th Ward):

AMENDMENT OF ORDINANCE WHICH PROVIDED FOR
EXPENDITURE OF MOTOR FUEL TAX FUNDS FOR
NEW STREET CONSTRUCTION 1988-3,
PROJECT NUMBER 6967.

A proposed ordinance reading as follows:

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

SECTION 1. That the ordinance passed by the City Council on March 15, 1991, and appearing on pages 31107, 31109, 31110 and 31111 of the Journal of Proceedings of the City Council of that date providing for expenditure of Motor Fuel Tax funds for construction and engineering authorized for new street construction 1988-3, Project Number 6967, be and the same is hereby amended by deleting therefrom the following line:

"74th Place -- South Phillips Avenue to South Kingston Avenue".

SECTION 2. This ordinance shall be effective upon its passage and publication.

Alderman Beavers moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN BEAVERS (7th Ward) And OTHERS:

**EXPRESSION OF SUPPORT FOR AUGUST 28TH MARCH
ON WASHINGTON CALLING FOR SOCIAL AND
ECONOMIC REFORMS AND EMERGENCY
ACTION FOR JOB CREATION
LEGISLATION.**

A proposed resolution, presented by Aldermen Beavers, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Jones, Coleman, Troutman, Munoz, Miller, Ocasio, Watson, E. Smith, Burrell, Suarez, Austin and Shiller, reading as follows:

WHEREAS, Coretta Scott King and the Southern Christian Leadership Conference has called for a march on Washington; and

WHEREAS, The AFL/CIO has joined the "New Coalition Concern" for a 30th Anniversary March on Washington on August 28th for Jobs, Justice and Peace to commemorate the August, 1963 "March on Washington"; and

WHEREAS, Lane Kirkland, President of the AFL/CIO has been named a convener of the march and in his statement of endorsement, the Executive Council took note of the fact that "We are still far from achieved social and economic justice for all"; and

WHEREAS, A march on Washington will offer an opportunity for the labor movement to show its support for a health care reform, a public works job program, an anti-scab legislation, an increase in the minimum wage, a labor law reform, the opposition to the North America Free Trade Agreement (N.A.F.T.A.), affirmative action and other urgently needed social legislation; and

WHEREAS, The coalition of Black Trade Unionists, the Federation of State and County Municipal Employees, the N.A.A.C.P. and other labor and human rights organizations have endorsed the march which reaffirms their commitment to the struggle to eliminate racism and all forms of discrimination, to continue the struggle for affirmative action for minorities, women and disabled persons, by building unity among working people; now, therefore,

Be It Resolved, That the City Council of the City of Chicago endorses and supports the call for the August 28th March on Washington for Jobs, Justice and Peace; and

Be It Further Resolved, That the City Council of the City of Chicago calls for the Chicago community to organize the participation of the unemployed, underemployed, and the homeless as a contribution to prioritize the need for immediate action for emergency job creation legislation.

Alderman Beavers moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN BUCHANAN (10th Ward)

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED
PUBLIC ALLEYS IN BLOCK BOUNDED BY EAST
91ST STREET, SOUTH EXCHANGE AVENUE,
EAST 92ND STREET AND SOUTH
SOUTH CHICAGO
AVENUE.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of the Department of Planning and Development is hereby directed to prepare an ordinance for the vacation of the east 225 feet, more or less, of the east/west twenty (20) foot public alley, and all of the north/south twenty (20) foot public alley in the block bounded by East 91st Street, South Exchange Avenue, East 92nd Street and South South Chicago Avenue, for the City of Chicago; said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Buchanan 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 Buchanan, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Referred -- EXEMPTION OF PILGRIM BAPTIST CHURCH OF
SOUTH CHICAGO FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING
FACILITIES FOR 3235 EAST
91ST STREET.

Also, a proposed ordinance to exempt the Pilgrim Baptist Church of South Chicago from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3235 East 91st 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.*

Presented By

ALDERMAN BUCHANAN (10th Ward)
And OTHERS:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND
GOVERNOR JIM EDGAR URGED TO PROTECT
GREAT LAKES BY SUPPORTING GREAT
LAKES WATER QUALITY
INITIATIVE.

A proposed resolution, presented by Aldermen Buchanan, Mazola, Haithcock, Preckwinkle, Hansen and M. Smith, reading as follows:

WHEREAS, The Great Lakes hold 95% of the fresh surface water in the United States, providing a natural resource vital to the environment and the economy of the region, the State of Illinois and the City of Chicago; and

WHEREAS, People who live or vacation in Chicago and near Lake Michigan have seen a visible improvement in the quality of the water since 1968 because of considerable investments in public sewage treatment systems and through acts of legislation. The Lakes now support tourism and a sport fishery worth billions of dollars per year; and

WHEREAS, Despite these efforts, persistent toxic chemical contamination in the Great Lakes threatens human health, according to the International Joint Commission, the body that oversees efforts to clean up the Lakes; and

WHEREAS, Scientists have found that routinely eating some species of Great Lakes fish can cause a range of serious health problems including birth defects, learning disabilities, immune and reproductive system damage, and cancer risks, prompting health officials throughout the region to issue advisories against eating many Great Lakes fish, including salmon, trout, carp and catfish; and

WHEREAS, Great Lakes fish and wildlife are suffering severe damage from toxic contamination, including cancerous tumors, missing organs, behavioral changes, immune system damage, reproduction problems and life-threatening physical deformities; and

WHEREAS, Pursuant to the Clean Water Act, the United States Environmental Protection Agency is charged with developing the Great Lakes Water Quality Initiative to set uniform consistent water quality standards for all the Great Lakes states. This initiative has produced draft rules, which are out for public review through September 13, 1993 and which, when adopted by United States E.P.A. and the States, would require reduction in discharges of the most harmful toxics; now, therefore,

Be It Resolved, That the Mayor and the Chicago City Council supports the adoption of the Great Lakes Water Quality Initiative and urges the United States E.P.A. and the State of Illinois to promulgate and implement as quickly as possible final Great Lakes rules that will:

reduce and prevent toxic pollution in the Great Lakes by 80%; and

require consistent water quality standards and pollution control programs in all eight Great Lakes states; and

provide better protection for people and wildlife against chemical pollutants that build up in the food chain; and

Be It Further Resolved, That the Mayor and the Chicago City Council urges the Illinois E.P.A. and Governor Jim Edgar to oppose any efforts to weaken this initiative. We urge the E.P.A. and all of the governors to help protect the Great Lakes by supporting adoption of a strong Great Lakes Initiative.

Alderman Buchanan 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 Buchanan, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 124 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION
OF NEW SECTION 460 TO RESTRICT
LENGTH OF TRAINS OPERATED
BY RAILROAD CORPORATIONS
WITHIN CITY LIMITS.

A proposed ordinance to amend Title 9, Chapter 124 of the Municipal Code of Chicago by adding thereto a new Section 460, which would restrict the length of trains permitted to operate within Chicago city limits to no more than thirty cars and impose a fine for violation of said provision, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 020(e)
OF MUNICIPAL CODE OF CHICAGO BY PROHIBITING ISSUANCE
OF LICENSES FOR SALE OF ALCOHOLIC PACKAGE
GOODS WITHIN SPECIFIED AREA OF
FOURTEENTH WARD.

A proposed ordinance to amend Title 4, Chapter 172, Section 020(e) of the Municipal Code of Chicago by amending a previously passed ordinance which established boundaries within the 14th Ward wherein the issuance of new package goods licenses is prohibited by deleting the area: "from Loomis Street on both the south and north sides of 47th Street to Damen Avenue on the west" and inserting in lieu thereof the area: "from Loomis Street on both the south and north side of 47th Street to Honore Street on the west", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN AND USE EXISTING CANOPY AT
2737 WEST 63RD STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Taqueria Garibaldi's to maintain and use one canopy attached to the building or structure at 2737 West 63rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN JONES (15th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES
AND ORDERED DEMOLISHED.

Three proposed ordinances reading as follows (the italic heading in each case not being a part of the ordinance):

5605 South Damen Avenue.

WHEREAS, The building located at 5605 South Damen Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 5605 South Damen Avenue is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

6645 South Paulina Street.

WHEREAS, The building located at 6645 South Paulina Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 6645 South Paulina Street is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

6828 South Paulina Street.

WHEREAS, The building located at 6828 South Paulina Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 6828 South Paulina Street is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Jones moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinances. The motion *Prevailed*.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- EXEMPTION OF MR. JOHN PAPADOPOULOS/FIELDS RESTAURANT FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 10358 SOUTH WESTERN AVENUE.

A proposed ordinance to exempt Mr. John Papadopoulos from the physical barrier requirement pertaining to alley accessibility for the parking facilities for Fields Restaurant, 10358 South Western Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN EVANS (21st Ward):

**BUILDING AT 8855 SOUTH NORMAL AVENUE
DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building at 8855 South Normal Avenue has daily illegal drug and gang activity having existed at said address for the past several years; now, therefore,

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

SECTION 1. The building at 8855 South Normal Avenue is declared a public nuisance and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

Alderman Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Referred -- AMENDMENT OF ORDINANCE WHICH PROHIBITED
SALE OF ICE CREAM OR FROZEN DESSERTS FROM
VEHICLES OPERATING ON PUBLIC WAY WITHIN
BOUNDARIES OF TWENTY-FIRST WARD.

Also, a proposed ordinance amending an ordinance previously passed which prohibited the sale of ice cream or frozen desserts from vehicles being operated on the public way within the 21st Ward by expanding the boundaries of the area effected, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- EXEMPTION OF MR. LEOPOLDO MADERA FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 2754 SOUTH
PULASKI ROAD.

A proposed ordinance to exempt Mr. Leopoldo Madera from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2754 South Pulaski 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 MUNOZ (22nd Ward),
ALDERMAN TROUTMAN (20th Ward)
And OTHERS:

Referred -- CHICAGO BOARD OF EDUCATION URGED
TO RECONSIDER DECISION TO CLOSE
WASHBURNE TRADE SCHOOL.

A proposed resolution, presented by Aldermen Munoz, Troutman,

Haithcock, Tillman, Preckwinkle, Steele, Beavers, Evans, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Austin, Giles, Shiller and M. Smith, urging the Chicago Board of Education to reconsider their decision to close Washburne Trade School, which was *Referred to the Committee on Education*.

Presented By

ALDERMAN MILLER (24th Ward):

Referred -- EXEMPTION OF WSI AUTO AND TRUCK
MAINTENANCE SERVICES FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING
FACILITIES AT 1527 SOUTH
SAWYER AVENUE.

A proposed ordinance to exempt WSI Auto and Truck Maintenance Services from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 1527 South Sawyer 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 -- CONSIDERATION FOR HONORARY DESIGNATION OF
PORTION OF WEST 16TH STREET AS "REVEREND
EDICOTT IVY D.D. STREET".

Also, a proposed order directing the Commissioner of Transportation to give consideration to conferring the honorary designation of "Reverend Edicott Ivy D.D. Street" on that part of West 16th Street, from South Kostner Avenue to South Kolmar Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF
PORTION OF SOUTH PULASKI ROAD AS
"BENJAMIN F. LEWIS ROAD".

Also, a proposed order directing the Commissioner of Transportation to give consideration to conferring the honorary designation of "Benjamin F. Lewis Road" on that part of South Pulaski Road, from West Harrison Street to West Cermak Road, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MEDRANO (25th Ward):

Referred -- AUTHORIZATION FOR DONATION OF OUTDATED
CHICAGO FIRE DEPARTMENT AMBULANCES
TO CITY OF MANTE IN SAN LUIS
POTOSI, MEXICO.

A proposed ordinance authorizing the Commissioner of General Services and the Purchasing Agent to donate outdated Fire Department ambulances which are no longer useful to the City of Chicago to the City of Mante, located in San Luis Potosi, Mexico, providing the City of Mante with title to said vehicles clear of any liens and encumbrances without any warranties from the City of Chicago, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO MR. JUAN JIMENEZ
TO CONSTRUCT, INSTALL, MAINTAIN AND USE
IRON FIRE ESCAPE AT 1162 WEST
19TH STREET.

Also, a proposed ordinance to grant permission and authority to Mr. Juan Jimenez to construct, install, maintain and use an iron fire escape above the public way along West 19th Street, attached to the building known as 1162 West 19th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN OCASIO (26th Ward):

AUGUST 24, 1993 PROCLAIMED "UKRAINIAN
INDEPENDENCE DAY" IN CHICAGO.

A proposed resolution, reading as follows:

WHEREAS, On August 24, 1991 Ukraine proclaimed independence from the Soviet Union, and its people followed in voting for this independence in a democratic referendum in unheard of numbers anywhere in the world; and

WHEREAS, Large numbers of Americans of Ukrainian descent are citizens of Chicago, who have preserved the traditions of their ancestral homeland, and have long hoped and strived for this independence for Ukraine; and

WHEREAS, Chicago is a Sister City with Kiev a capital city of the Ukraine, wherein, ties for mutual understanding and cooperation are strengthened between all Americans and Ukrainians; and

WHEREAS, Free Americans of every background must rejoice in the fact of an independent Ukraine joining the family of nations, with democracy and pluralism as its operating political principles; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby proclaim August 24, 1993, to be "Ukrainian Independence Day" in Chicago, and urge all citizens to join in the observance of the special events commemorating this day.

Alderman Ocasio 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 Ocasio, seconded by Aldermen Bloom, Watson, Gabinski, Mell, Wojcik, Allen and Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Presented By

**ALDERMAN OCASIO (26th Ward)
And OTHERS:**

**RECOGNITION OF ELIAS DIAZ Y PEREZ FOR HIS OUTSTANDING
CONTRIBUTIONS TO SPANISH LANGUAGE RADIO AND
DESIGNATION OF AUGUST 27, 1993 AS
"ELIAS DIAZ Y PEREZ AND 'RADIO
CLUB FAMILIAR' DAY" IN
CHICAGO.**

A proposed resolution, presented by Aldermen Ocasio, Munoz, Medrano and Suarez, reading as follows:

WHEREAS, The Hispanic community of the City of Chicago has gained respect, recognition, and fair representation in the news media throughout the years, thanks to the effort of a few radio pioneers in Chicago who had the determination and vision to conquer a solid market in their own language; and

WHEREAS, One of those pioneers is Elias Diaz y Perez, who has lived in the City of Chicago for several decades and who has provided news, entertainment and information via his radio program "Radio Club Familiar", despite the continuous proliferation of 24 hour Spanish language radio stations; and

WHEREAS, Elias has been an exemplary role model of encouragement, determination, dedication, and commitment to the Hispanic community in myriad facets, including his active participation in social service events, fund-raising in response to emergencies, and political forums, such as his leading role in the mobilization of a huge campaign to save Section 936 of the Internal Revenue Code where over 350,000 jobs in Puerto Rico would be affected; and

WHEREAS, Mr. Diaz y Perez is celebrating 40 years of consecutive and unconditional service and has served as the stepping stone for many

Hispanic radio personalities now serving in other major radio stations; now, therefore,

Be It Resolved, That the City of Chicago, its Mayor, and its full Council Body voice their support and recognize the contribution that Mr. Elias Diaz y Perez has given for four consecutive decades to the media and to the community, by designating Friday, August 27, 1993 as "Elias Diaz y Perez and 'Radio Club Familiar' Day", that it may serve as a unique example of achievement and pride for the entire community of the City of Chicago.

Alderman Ocasio 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 Ocasio, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Ocasio called the City Council's attention to the presence of Mr. Elias Diaz y Perez, who received the applause of the City Council and its assembled guests.

Presented By

ALDERMAN WATSON (27th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF ALL PERMIT FEES FOR NEAR WEST YOUTH FESTIVAL.

A proposed order authorizing the City Comptroller to waive all permit fees for the Near West Youth Festival to be held on August 6, 1993, from 10:00

A.M. until 2:00 P.M. at the Grant School Playground located in the 2400 block of West Adams Street, which was *Referred to the Committee on Special Events and Cultural Affairs.*

***Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
AND ITINERANT MERCHANT LICENSE FEES FOR
PARTICIPANTS IN NEAR WEST
YOUTH FESTIVAL.***

A proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the Near West Youth Festival to be held on the 2400 block of West Adams Street and in the Grant School Playground on Friday, August 6, 1993 during the hours of 10:00 A.M. and 2:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN E. SMITH (28th Ward):

***Referred -- AMENDMENT OF TITLE 2, CHAPTER 84, SECTION 230
OF MUNICIPAL CODE OF CHICAGO TO ESTABLISH
PROCESSING FEE FOR PERSONS PLACED
UNDER ARREST BY CHICAGO
POLICE DEPARTMENT.***

A proposed ordinance to amend Title 2, Chapter 84, Section 230 of the Municipal Code of Chicago which would establish a processing fee for persons placed under arrest by members of Chicago Police Department, with said processing fee to be refunded if the arrestee is found innocent of charges, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND
VENDOR LICENSE FEES FOR ST. JOHN BOSCO FAMILY
FEST AND CARNIVAL.

A proposed order authorizing the Director of Revenue to waive the Food Vendor and Vendor License fees for Saint John Bosco Family Fest and Carnival to be held in the church parking lot at 2250 North McVicker Avenue, for the period extending August 18 through August 22, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR/
VENDOR LICENSE FEES AND ALL STREET CLOSING
PERMIT FEES FOR TASTE OF AUSTIN.

Also, two proposed orders authorizing the Director of Revenue to waive the Food Vendor/Vendor License fees and all street closing permit fees for the Taste of Austin to be held at 500 South Central Avenue, for the period extending August 27 through August 29, 1993, which were *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5817 WEST MADISON STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mario's Butcher Shop and Liquor, Inc. to construct, maintain and use one canopy to be attached to the building or structure at 5817 West Madison

Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SUAREZ (31st Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF
WEST GRAND AVENUE AND NORTHWEST CORNER OF
INTERSECTION OF NORTH LATROBE AVENUE
AND WEST GRAND 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 a 17.0 foot by 51.6 foot portion of West Grand Avenue and the northwest corner of the intersection of North Latrobe Avenue and West Grand Avenue (File No. 33-31-93-1772); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Suarez 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 Suarez, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Referred -- PROHIBITION OF PEDDLING WITHIN SPECIFIED
AREAS OF THIRTY-FIRST WARD.

Also, a proposed ordinance to prohibit peddling of any merchandise along the south side of West Wrightwood Avenue, from North Lamon Avenue to North Cicero Avenue; along the north side of West Fullerton Avenue, from North Lamon Avenue to North Cicero Avenue; along the east side of North Lamon Avenue, from West Fullerton Avenue to West Wrightwood Avenue; and along the west side of North Cicero Avenue, from West Fullerton Avenue to West Wrightwood Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 1722 NORTH WOOD STREET.

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Joseph Kovarek to park his pickup truck and/or van at 1722 North Wood Street in accordance with the provisions of Title 9, Chapter 48, Section 020 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1936 WEST AUGUSTA BOULEVARD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Leona's Pizzeria, Inc. to construct, maintain and use one canopy to be attached to the building or structure at 1936 West Augusta Boulevard, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PROPERTY AT 2221 -- 2239 NORTH
ELSTON AVENUE AS CLASS 6(b) AND ELIGIBLE
FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 2221 -- 2239 North Elston Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN WOJCIK (35th Ward):

Referred -- ESTABLISHMENT OF FINANCIAL CONSUMER
ASSOCIATION OF CHICAGO.

A proposed ordinance to create an independent and nonprofit corporation to be known as the Financial Consumer Association of Chicago which would represent financial consumers before local, state and federal government agencies and other public bodies and promote the interests of consumers in financial service matters, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO LOLA PRODUCTIONS,
INC. (DOING BUSINESS AS LOGAN BEACH COFFEE
HOUSE) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Lola Productions, Inc., doing business as Logan Beach Coffee House, to maintain and use a portion of the public way adjacent to 2537 North Kedzie Boulevard for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- EXEMPTION OF JOLLY INN FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR 6457 -- 6459
WEST IRVING PARK ROAD.

A proposed ordinance to exempt the Jolly Inn from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6457 -- 6459 West Irving Park Road, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY AT
5010 WEST IRVING PARK ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to American Electric Supply to construct, maintain and use one canopy to be attached to the building or structure at 5010 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN ALLEN (38th Ward) And
ALDERMAN BANKS (36th Ward):**

Referred -- AUTHORIZATION FOR REMOVAL OF ADVERTISING
BENCHES ON PORTIONS OF NORTH CENTRAL
AVENUE AND WEST BELMONT AVENUE.

A proposed ordinance authorizing the Commissioner of Transportation to

cause the removal of advertising benches on North Central Avenue, between West Henderson Street and West Wellington Avenue and on West Belmont Avenue, between North Long Avenue and North Austin Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN DOHERTY (41st Ward) And
ALDERMAN STONE (50th Ward):**

Referred-- AMENDMENT OF TITLE 9, CHAPTER 112 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 021
TO ALLOW LIMITED OPERATION OF SUBURBAN
PUBLIC PASSENGER VEHICLE TRANSPORTATION
SERVICE WITHIN CHICAGO CITY LIMITS.

A proposed ordinance to amend Title 9, Chapter 112 of the Municipal Code of Chicago by adding thereto a new Section 021, which would allow public passenger vehicles duly licensed by a municipality bordering the City of Chicago to provide public passenger transportation service to residents residing within two miles of the corporate limits of the City of Chicago, provided that such transportation is arranged in advance by telephone or written order, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward):

**AUTHORIZATION FOR ISSUANCE OF FREE PERMITS TO
LES PRODUCTIONS DU CIRQUE DU SOLEIL, INC.**

A proposed ordinance reading as follows:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Les Productions du Cirque du Soleil, Inc. (a not-for-profit corporation) for the operation of Cirque du Soleil on the premises known as 445 North McClurg Court, Chicago, Illinois 60611.

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

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

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO SALVADOR'S MEXICAN RESTAURANT ON ERIE, INC. (DOING BUSINESS AS SALVADOR'S) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Salvador's Mexican Restaurant on Erie, Inc., doing business as Salvador's, to maintain and use a portion of the public way adjacent to 661 North Clark Street 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, 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:

Sonco-Hunter-Lee, Ltd. -- to construct, install, maintain and use a decorative iron fence, for security purposes, along West Division Street and North Halsted Street, adjacent to 735 West Division Street; and

303 Joint Venture -- to construct, maintain and use vaulted storage, utility and retail space under the sidewalk right-of-way adjacent to 303 East Erie Street.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Uncle Julio's Hacienda -- 855 West North Avenue; and

Property at 1340 North State Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF LICENSES,
FREE OF CHARGE, TO ANNUNCIATION
CATHEDRAL.

Also, a proposed ordinance authorizing the Director of Revenue to issue all

necessary licenses, free of charge, to Annunciation Cathedral at 1017 North LaSalle Boulevard for the period of July 23 through July 25, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT LICENSE FEES IN CONNECTION
WITH CHICAGO TRIBUNE ART FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees in connection with the Chicago Tribune Art Fair beginning July 29, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF FREE
PERMITS TO CHRISTIAN BROTHERS IN
CONNECTION WITH CHRISTIAN
BROTHERS BENEFEST.

Also, a proposed order authorizing the Director of Revenue to issue the necessary permits, free of charge, to the Christian Brothers in connection with the Christian Brothers Benefest to be held on August 28, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- GRANT OF PRIVILEGE TO MR. MICHAEL GRAHAM
(DOING BUSINESS AS CAPONE'S CHICAGO) TO
INSTALL PLANTER BOXES ADJACENT
TO 605 NORTH CLARK STREET
FOR BEAUTIFICATION
PURPOSES.

Also, a proposed order to grant permission and authority to Mr. Michael Graham, doing business as Capone's Chicago, to install, for beautification purposes, planter boxes (with related electrical conduits for lighting)

containing trees, flowers and shrubs along West Ohio Street and North Clark Street adjacent to 605 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- **AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.**

Also, seven 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:

Inn of Chicago Association, doing business as Best Western Inn of Chicago -- for ten canopies at 162 East Ohio Street;

Capone's Chicago -- for one canopy at 605 North Clark Street;

CBS, Inc. (WBBM-TV) -- for one canopy at 630 North McClurg Court;

The McDonald's Corporation -- for one canopy at 730 North Michigan Avenue;

Mr. Paul Sierra -- for one canopy at 113 West North Avenue;

Thai Room II Restaurant -- for four canopies at 16 East Huron Street; and

White Hen Pantry, Inc. -- for one canopy at 451 North State Street.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- **GRANT OF PRIVILEGE TO THE BLUE IRIS
CAFE, INCORPORATED FOR SIDEWALK
CAFE.**

A proposed ordinance to grant permission and authority to The Blue Iris

Cafe, Incorporated, to maintain and use a portion of the public way adjacent to 3216 North Sheffield 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, 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:

The Bread Shop, Incorporated -- to construct, install, maintain and use a grape arbor along the parkway area on West Roscoe Street adjacent to 3400 North Halsted Street; and

Floraligraphy Florist, Incorporated -- to construct, install, maintain and use a designated area along the public right-of-way for the display of merchandise adjacent to 3441 North Broadway.

Presented By

ALDERMAN HANSEN (44th Ward),
ALDERMAN NATARUS (42nd Ward) And
ALDERMAN EISENDRATH (43rd Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTERS 64 AND 68 OF
MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE
RESIDENTIAL PERMIT PARKING PROCEDURES.

A proposed ordinance to amend Title 9, Sections 64-090 and 68-020 of the Municipal Code of Chicago which would establish additional procedures and requirements for application and designation of Residential Permit Parking Zones and expand eligibility for and increase fees related to the issuance of residential parking permits and stickers, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 48 OF MUNICIPAL CODE OF CHICAGO TO REQUIRE BUSINESSES TO AFFIX COMPANY NAME ON CONSTRUCTION VEHICLES AND EQUIPMENT OPERATING ON PUBLIC WAY.

A proposed ordinance to amend Title 9, Chapter 48, of the Municipal Code of Chicago by adding thereto a new Section 9-48-090, which would require every motor vehicle owned by a business and operating on the public way to display on its side the name of the business, with the exception of motor vehicles with insignia affixed on them as required by the Illinois Commercial Transportation Law, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT VENDOR LICENSE FEES FOR PARTICIPANTS IN TASTE OF POLONIA EVENT.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Vendor License fees for the participants in the Taste of Polonia Event sponsored by the Copernicus Foundation, to be held for the period extending August 31 through September 7, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 208, SECTION 170 OF MUNICIPAL CODE OF CHICAGO TO ESTABLISH CLASS IV PUBLIC PARKING GARAGE CLASSIFICATION.

A proposed ordinance to amend Title 4, Chapter 208, Section 170 of the

Municipal Code of Chicago by adding thereto a new paragraph which would establish a Class IV public parking garage classification and specify the annual license fees and allowable capacity for said garages, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 208 OF MUNICIPAL CODE OF CHICAGO TO LIMIT LOCATION AND HOURS OF OPERATION OF CLASS IV PUBLIC PARKING GARAGES.

Also, a proposed ordinance to amend Title 4, Chapter 208 of the Municipal Code of Chicago by adding thereto a new Section 195, which would establish location and permit requirements for and operating hours of Class IV garages, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 020(e) OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT ISSUANCE OF NEW PACKAGE GOODS LICENSES ON PORTION OF NORTH BROADWAY.

Also, a proposed ordinance to amend Title 4, Chapter 172, Section 020(e) of the Municipal Code of Chicago which would prohibit the issuance of new package goods licenses on both sides of North Broadway, from West Irving Park Road to West Leland Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- GRANT OF PRIVILEGE TO MS. ENIS CIRKIC (DOING BUSINESS AS THE EUROPEAN PASTRY SHOP AND CAFE) FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Ms. Enis Cirkic,

doing business as The European Pastry Shop and Cafe, to maintain and use a portion of the public way adjacent to 4701 North Lincoln Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO QUALITY CANCER
TREATMENT SERVICE, S. C. TO CONSTRUCT,
INSTALL, MAINTAIN AND USE SEWER
BASIN ADJACENT TO 5020
NORTH ASHLAND
AVENUE.

Also, a proposed ordinance to grant permission and authority to Quality Cancer Treatment Service, S.C. to construct, install, maintain and use a sewer basin which shall contain an ejector pump in the public right-of-way along the sidewalk area adjacent to 5020 North Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR CONSTRUCTION
OF HANDICAPPED RAMP CUT-OUT
ON PORTION OF NORTH
ASHLAND AVENUE.

Also, a proposed order directing the Commissioner of the Department of Transportation to give consideration to constructing a handicapped ramp cut-out on the west side of North Ashland Avenue, south of West Leland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN SCHULTER (47th Ward),
ALDERMAN HANSEN (44th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 020
OF MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE
ISSUANCE AND RENEWAL OF ALCOHOLIC LIQUOR
LICENSES FOR RESTAURANTS LOCATED IN
B1 THROUGH B5 ZONING DISTRICTS.

A proposed ordinance, presented by Aldermen Schulter, Hansen, Mazola, Suarez, Banks, Natarus, Eisendrath, Shiller and M. Smith, to amend Title 4, Chapter 60, Section 020 of the Municipal Code of Chicago by requiring restaurants operating within B1 through B5 Zoning Districts which apply for alcoholic liquor licenses for the sale of alcoholic liquor as an incidental activity to their business to submit to the Chicago Police Department, information regarding restaurant operations, to limit the capacity of patrons allowed in such establishments and to require said restaurants applying to renewal of liquor licenses to show that forty percent of their gross annual receipts are derived from food sales, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AUTHORIZATION TO EXEMPT CHINESE MUTUAL
AID ASSOCIATION FROM PAYMENT OF VARIOUS
PERMIT FEES IN CONNECTION WITH
1993 ARGYLE FEST.

Three proposed ordinances to exempt the Chinese Mutual Aid Association from payment of the Food Vendor, Special Event and Retail Vendor Permit fees in connection with the 1993 Argyle Fest to take place along the 1000 through 1200 blocks of West Argyle Street on August 29, 1993; which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- EXEMPTION OF VOICE OF THE PEOPLE IN UPTOWN,
INC. FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES AT
VARIOUS LOCATIONS.

Also, a proposed ordinance to exempt Voice of the People in Uptown, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities noted below, 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*, as follows:

4933 North Kenmore Avenue;
5039 -- 5041 North Kenmore Avenue;
5047 North Kenmore Avenue;
1039 -- 1051 West Winona Street; and
5041 North Winthrop Avenue.

Referred -- ISSUANCE OF PERMITS TO MALIBU EAST
CONDOMINIUM ASSOCIATION TO INSTALL PLANTER
BOX ADJACENT TO 6033 NORTH SHERIDAN
ROAD FOR BEAUTIFICATION PURPOSES.

Also, a proposed order to issue the necessary permits to Malibu East Condominium Association to install, for beautification purposes, a planter box containing flowers on the public right-of-way in front of 6033 North Sheridan Road, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5511 NORTH BROADWAY.

Also, a proposed order authorizing the Director of Revenue to issue a permit

to Mei Shung Chinese Restaurant, Inc. to construct, maintain and use one canopy to be attached to the building or structure at 5511 North Broadway, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- REMOVAL OF ADVERTISING BENCHES
AT SPECIFIED LOCATIONS IN
FORTY-EIGHTH WARD.

Also, a proposed order directing the Commissioner of Transportation to remove various advertising benches within the 48th Ward which pose a threat to the public safety and welfare, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STONE (50th Ward),
ALDERMAN LAURINO (39th Ward) And
ALDERMAN O'CONNOR (40th Ward):

Referred -- AUTHORIZATION FOR CREATION OF ADDITIONAL
ERUV DISTRICT FOR OBSERVANCE OF
JEWISH HOLY DAYS.

A proposed resolution to establish an additional Eruv District in the area bounded by and including that portion of the City of Chicago located south of West Hubbard Street; west of the east line of the North Shore Channel; north of the south line of the North Branch of the Chicago River; and northeast of the southwest line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad located alongside North Lehigh Avenue and extending generally southeast where no street exists; also to grant permission to Chicago Eruv, Inc. to physically enclose such district for the observance of Jewish holy days, 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 BLOOM (5th Ward):

Jewish Federation -- for construction of a building on the premises known as 5715 South Woodlawn Avenue.

BY ALDERMAN BUCHANAN (10th Ward):

Pilgrim Baptist Church -- for construction of an addition to and remodeling of an existing structure on the premises known as 3235 East 91st Street.

BY ALDERMAN MUNOZ (22nd Ward):

Boys and Girls Clubs of Chicago (Gen. Wood Club) -- for rehabilitation of an existing structure on the premises known as 2950 West 25th Street.

BY ALDERMAN SUAREZ (31st Ward):

Maranatha Revival Center -- for rehabilitation of an existing structure on the premises known as 4301 West Diversey Avenue.

BY ALDERMAN GILES (37th Ward):

Mount Carmel Holiness Church -- for construction of a new church and parking facility on the premises known as 4800 West Washington Boulevard and 4701 West West End Avenue.

Neighborhood Housing Redevelopment Corporation -- for rehabilitation of an existing structure on the premises known 1150 North Lamont Avenue.

Neighborhood Housing Services Redevelopment Corp. -- for rehabilitation of an existing structure on the premises known as 901 North Hamlin Avenue.

BY ALDERMAN ALLEN (38th Ward):

Our Lady of the Resurrection Medical Center -- for construction of an addition to existing structure on the premises known as 5600 West Eddy Street.

BY ALDERMAN NATARUS (42nd Ward):

Museum of Contemporary Art -- for construction of a new museum on the premises known as 237 East Ontario Street.

BY ALDERMAN EISENDRATH (43rd Ward):

Columbus-Cabrini Medical Center -- for construction of a professional office building on the premises known as 2505 -- 2517 North Clark Street.

BY ALDERMAN SHILLER (46th Ward):

Travelers and Immigrants Aid -- for rehabilitation of an existing structure on the premises known as 4750 North Sheridan Road.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BLOOM (5th Ward):

Quadrangle Club, 1155 East 57th Street

BY ALDERMAN BURKE (14th Ward):

Misericordia Home South, 2916 West 47th Street.

BY ALDERMAN COLEMAN (16th Ward):

Saint Bernard Hospital, West 64th Street and the Dan Ryan Expressway.

BY ALDERMAN MURPHY (18th Ward):

Ezzard Charles Day Care Center, 7946 South Ashland Avenue.

BY ALDERMAN MILLER (24th Ward):

Lawndale Business and Local Development Corp., 3210 West Arthington Street.

BY ALDERMAN MEDRANO (25th Ward):

Hermandad Mexicana National Legal Center, 2570 South Blue Island Avenue.

BY ALDERMAN BANKS (36th Ward):

Shriners Hospital for Cripple Children, 2211 North Oak Park Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Norwegian Old Peoples Home Society, 6016 North Nina Avenue.

Resurrection Medical Center, 7435 West Talcott Avenue (3).

Society for Danish Old People's Home, 5656 North Newcastle Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Hospital, 345 East Superior Street.

BY ALDERMAN HANSEN (44th Ward):

Florence G. Heller Day Care Center/Jewish Community Center, 524 West Melrose Street.

BY ALDERMAN SHILLER (46th Ward):

Lao American Community Services, 4750 North Sheridan Road.

BY ALDERMAN M. SMITH (48th Ward):

The Admiral, 909 West Foster Avenue.

South-East Asia Center, 1124 West Ainslie Street.

REFUND OF FEES.

BY ALDERMAN MAZOLA (1st Ward):

Salvation Army, 1515 West Monroe Street -- refund of fees in the amounts of \$80.00 and \$41.00 (2).

BY ALDERMAN BURRELL (29th Ward):

Saint John Bosco Church, 2245 North McVicker Avenue -- refund of fee in the amount of \$175.00.

BY ALDERMAN NATARUS (42nd Ward):

North Dearborn Association, 1121 North Dearborn Street -- refund of fees in the amount of \$600.00.

WAIVER OF DEMOLITION LIEN:

BY ALDERMAN EVANS (21st Ward):

Beverly Area Local Development Company -- waiver of demolition lien for the premises known as 11127 South Vincennes Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN MAZOLA (1st Ward):

Field Museum of Natural History, 1200 South Lake Shore Drive -- annual boiler inspection fee.

BY ALDERMAN HUELS (11th Ward):

Benton Community Settlement, 3052 South Gratten Avenue -- annual boiler inspection fees (2).

BY ALDERMAN BIALCZAK (30th Ward):

Midwest Bible Church, 3441 North Cicero Avenue -- annual refrigeration system inspection fee.

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House, 3831 North Mozart Street -- boiler and unfired pressure vessel inspection fees.

BY ALDERMAN ALLEN (38th Ward):

Resurrection Medical Center, 5645 West Addison Street -- pollution control inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital (Elis), various locations -- annual revolving door inspection fee and D7-"No Parking" sign/permit fees (2).

Passavant Memorial Hospital, 303 East Superior Street -- D7-"No Parking" sign/permit fees.

BY ALDERMAN EISENDRATH (43rd Ward):

Center for Rehabilitation and Training of Persons with Disabilities, 2028 North Clybourn Avenue -- boiler and unfired pressure vessel inspection fees.

BY ALDERMAN HANSEN (44th Ward):

Hull House, 3212 North Broadway -- annual building inspection fee.

Jane Addams Center/Hull House, 3212 North Broadway -- annual flat sign inspection fee.

Jane Addams Hull House, 3212 North Broadway -- refrigeration system inspection fee and annual public place of assembly inspection fee (2).

BY ALDERMAN SCHULTER (47th Ward):

Bethany Methodist Hospital of Chicago, 5025 North Paulina Street -- boiler inspection fee.

Methodist Hospital of Chicago, 5025 North Paulina Street -- annual fuel burning equipment inspection fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN GABINSKI (32nd Ward):

Holy Trinity High School, 1435 -- 1437 West Division Street.

BY ALDERMAN HANSEN (44th Ward):

Jane Addams Hull House, 3212 North Broadway.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN BLOOM (5th Ward):

Couch, John and Maria

BY ALDERMAN DIXON (8th Ward):

Adams, Richard

Alexander, Melvina

Allison, Birdie L.

Andrews, Anna M.

Anthalone, Henry

Anthony, Mattie B.

Archer, Margaret A.

Austin, Ruby L.

Bennett, Benjamin

Blackman, Ruby

Boozer, Clifton

Bradshaw, Lillie M.

Brewster, Neddie

Britton, T. C.

Brown, Nadine M.

Brown, Rosa L.

Buckner, Magnolia

Buick, Carrie

Burke, Daisy

Burney, Vivian

Burton, Annie M.

Butler, Forest

Clay, Edward G.

Coggs, John H.

Conner, Fannie

Cotton, Anna O.

Crosby, Mary

Cunningham, Frank

Daniel, Katie

Davis, Frances

Davis, Lafayette

Dixon, Mary

Duplessis, Jessie	Jenkins, Richard
Earls, Debra	Johnson, Frank A.
El, Solomon B.	Johnson, Jennie M.
English, Eileen F.	Johnson, Mildred
Fantroy, Ruth M.	Jones, Arletha
Felder, James T.	Jones, Blanche N.
Fitzpatrick, Robert	Jones, Henrietta
Forbes, Helen V.	Jones, Virgin
Foster, Jay	Jordan, Frances
Franklin, Marguerite L.	King, Ruth M.
Gardner, Leroy C.	King, Sybil I.
Gillespie, George	Kyles, Joseph H.
Gillespie, Louise	Lambert, Edward
Gilmore, Juliette B.	Lanier, DeRoyce S.
Green, Anne W.	Lawson, Sadie E.
Green, Helen	Lomax, Leo
Grigsby, Laura	Lorthridge, Mary H.
Guice, Verdell	Loyd, Sess
Harris, Martha R.	Marshall, Robert E.
Harris, Mattie	McCullar, John E.
Hartfield, John E.	McElroy, Corrie L.
Henderson, Rayvell L.	McIntyre, Violet D.
Howard, Alphonso	McNulty, Louis J.

McRoberts, Earl	Simmons, Rollins
Mitchem, Myrtle C.	Sims, Bernice
Morton, Luther J.	Smith, James E.
Netterville, Christine	Smith, Joseph L.
Nevils, Tessie R.	Smith, Vernon C.
Newman, Leroy	Smothers, Marvel
Nocholson, Arthur F.	Spicer, Mary L.
Oliver, Joanne	Stephens, Nellie W.
Oliver, John H.	Stewart, George R.
Patrick, Hisako T.	Tardy, Ethel
Patton, Howard	Taylor, Anna
Payne, Estella	Taylor, Wayman L.
Potter, Leon	Terrie, Arthur J.
Ransome, Bennie L.	Todd, Bessie A.
Reed, Mary	Townsend, Robert E.
Reese, Leon	Verner, Marjorie M.
Rivers, Delphia	Ward, Marie D.
Robinson, Lynnelle	Ward, Randall J.
Rollings, Constance D.	Warren, Jimella
Russell, Lessie M.	Warren, Ruby
Sanders, Estella	Watkins, Lee
Sandifer, Rushell	Wells, Revater
Sandlin, Leroy	Whalen, Julia

Wheeler, Julia

White, Fannie M.

Williams, Minnie P.

Woods, Anna M.

Woolridge, Helen

Wren, Jewel

BY ALDERMAN MADRZYK (13th Ward):

Forsyth, Harry

BY ALDERMAN ALLEN (38th Ward):

Berman, Gertrude T.

Burke, Thomas G.

BY ALDERMAN DOHERTY (41st Ward):

Bellino, Filomena

Chmielowski, Irene

Larson, Marie

Miller, Marie

BY ALDERMAN NATARUS (42nd Ward):

Armstrong, Joan D.

Bradley, George J.

Frigo, Johnny V.

Pirie, Jean

Holtman, Ruth M.

Reifman, Donald D.

Ireland, Lily

Sacks, Seymour

Lipgar, Robert M.

White, Evelyn R.

BY ALDERMAN EISENDRATH (43rd Ward):

Cogen, Clarice

Rosenberg, Nell

BY ALDERMAN HANSEN (44th Ward):

Geary-Forch, Lillian

London, Philip

Miller, Bernard

BY ALDERMAN LEVAR (45th Ward):

Robek, Anna

BY ALDERMAN SHILLER (46th Ward):

Ernstein, Arthur

Paul, Bernard

Fox, William G.

Perlstein, Shirley R.

Matheson, Fae

Thompson, Marjorie

McMullen, Helen F.

Vinokuroff, Jean

BY ALDERMAN M. SMITH (48th Ward):

Block, Jean	Schmidt, William L.
Brakka, Margaret M.	Skolnick, Rose
Kerstein, Lorraine	Spilky, Ruth-Betty
Neghme, Beatriz	Zeitlin, Ida
Pine, Millicent	

BY ALDERMAN MOORE (49th Ward):

Balster, Edythe	Hollub, Helene
Baracani, August	Jimenez, Humberto
Baron, Melvin	Kane, Ruth
Bobrick, Minnette	Lemmerman, Carl
Brancatini, Gerogette	McFadden, Helen
Campbell, Anne	McGarry, Ellamae
Cohen, Hannah	Naparsteck, Harold
Cunningham, Daniel	Nicolopoulos, Mary
Czike, Stephen	Orozco, Nancy
Dobson, Phyllis	Rise, Robert
Dumond, Louis	Schachtel, David
Edelman, Gus	Sher, Helen
Eisenhower, Sigmund	Silverman, Etta
Gitlitz, Helen	Tansey, Katherine
Greenwald, Henry	Terrones, John

Walen, Fannie

Wilson, Ruth

Witte, Marion

Zych, Mary

BY ALDERMAN STONE (50th Ward):

Cohen, A.

Friedman, M.

Goodson, Odda B.

Silver-Shuman, S.

APPROVAL OF JOURNAL OF
PROCEEDINGS.

JOURNAL (July 14, 1993).

The Deputy City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on July 14, 1993, at 10:00 A.M., signed by him as such Deputy City Clerk.

Alderman Shiller moved to *Correct* said printed Official Journal, as follows:

Page 35589 -- by deleting in their entirety the third through fifth lines from the bottom of the page.

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 23, 1993)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, June 23, 1993, as follows:

Page 24523 -- by deleting the amount "Three Hundred Forty-two Thousand and no/100 Dollars (\$342,000.00)" appearing in the twelfth and thirteenth lines from the bottom of the page and inserting in lieu thereof the amount "Three Hundred Thirty-six Thousand Two Hundred Fifty and no/100 Dollars (\$336,250.00)".

The motion to correct *Prevailed*.

(June 9, 1993)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, June 9, 1993 as follows:

Page 33204 -- by deleting the Case Number "90 C 0575" in the seventeenth and twenty-sixth lines from the bottom of the page and inserting in lieu thereof the Case Number "91 L 17618".

Page 33205 -- by deleting the Case Number "90 C 0575" in the fourteenth line from the bottom of the page and inserting in lieu thereof the Case Number "91 L 17618".

The motion to correct *Prevailed*.

(May 20, 1993)

Alderman Banks moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, May 20, 1993, as follows:

Page 16988 -- by deleting the words "east of South Damen Avenue" appearing in the ninth line from the bottom of the page and inserting in lieu thereof the words "west of South Damen Avenue".

Pages 16989 -- 16997 -- by deleting in their entirety the Plan of Development Statements and accompanying maps for the reclassification of the area shown on Map Number 4-H and inserting in lieu thereof the following:

Residential -- Institutional Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Residential -- Institutional Planned Development (the "Planned Development") consists of approximately 37,905 square feet (.87 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned and controlled by the Applicant, El Valor Corporation.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant.
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 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 or controlling parties 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 Thirteen (13) Statements; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; and a Site Plan which includes any proposed landscaping prepared by Andrian Lozano & Associates, architects, P.C., dated April 1, 1992 (the "Site Plan"); and north and west elevations of the proposed new building prepared by Andrian Lozano & Associates, architects, P.C., dated April 1, 1992 (the "Elevations"). Reduced copies of the Site Plan and the Elevations are attached hereto and full sized copies of these items are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The following uses are permitted in the Planned Development subject to the restrictions in Statement 12 and in the Table of Use and Bulk Regulations:

Residences for twelve disabled persons, educational facilities, accessory parking and accessory uses.

6. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.
7. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.
8. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. The greater of one parking space or two percent of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.
9. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning and Development.
10. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenance attached thereto also shall be subject to:
 - (A) Height limitations as certified 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. This Planned Development 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 and in effect on the date hereof.
12. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site Plan and the Elevations. The southern and eastern facades of the proposed two-story building shall be substantially similar to the northern and western facades depicted in the Elevations. In addition, the parkway trees depicted on the Site Plan shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.

The requirements of this Statement 12 may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. Unless substantial construction of the proposed two-story building improvements contemplated by this Planned Development has commenced within ten years following adoption of this Planned Development, and unless completion thereof is 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 provision of this section, then the zoning of the Property shall automatically revert to Residential Planned Development No. 33 as adopted on October 31, 1984.

[Existing Zoning Map, Boundary and Property Line Map, Generalized Land Use Map, Existing Land Use Map, Site Plan and Elevation Drawing attached to this Plan of Development printed on pages 37145 through 37150 of this Journal.]*

Use and Bulk Regulations and Data attached to this Plan of Development read as follows:

Residential-Institutional Planned Development

Plan Of Development

Use And Bulk Regulations And Data.

General Description of Land Use:

See Statements No. 5.

Maximum Permitted F.A.R.:

1.2.

Gross Site Area = Net Site Area + Area remaining in public right-of-way:

51,705.27 square feet (1.18 acres) = 37,905 square feet (.87 acre) +
13,800.27 square feet (.31 acre).

* Page number noted correspond to the Council Journal of Proceedings of August 4, 1993 and are for reference purposes only.

Setbacks from Property Line:

In general conformance with the Site Plan.

Maximum Percentage of Site Coverage:

In general conformance with the Site Plan.

Maximum Building Height:

24 feet (excluding the parapet wall).

Maximum Number of Full Time Students:

250.

Minimum Number of Off-Street Parking:

Residential Building: 5 spaces.

School Building: 8 spaces.

Minimum Number of Off-Street Loading Berths:

1 berth.

The motion to correct *Prevailed*.

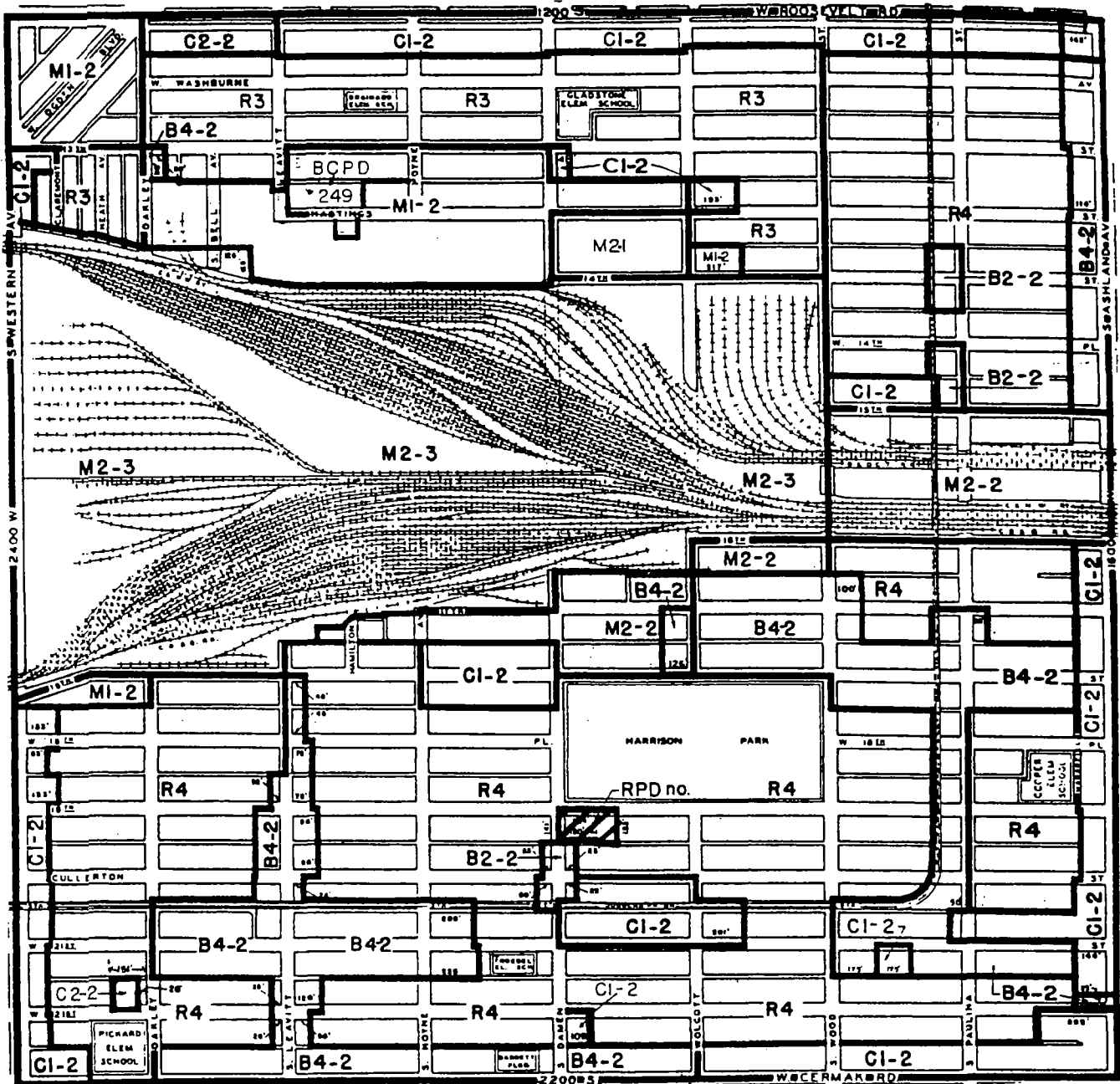
(September 12, 1990)

Alderman Banks moved to *Correct* the printed Official Journal of the Proceeding of the regular meeting held on Wednesday, September 12, 1990, as follows:

Page 21387 -- by deleting the first through fourth lines from the top of the page and inserting in lieu thereof the following:

(Continued on page 37151)

Existing Zoning Map.



LEGEND



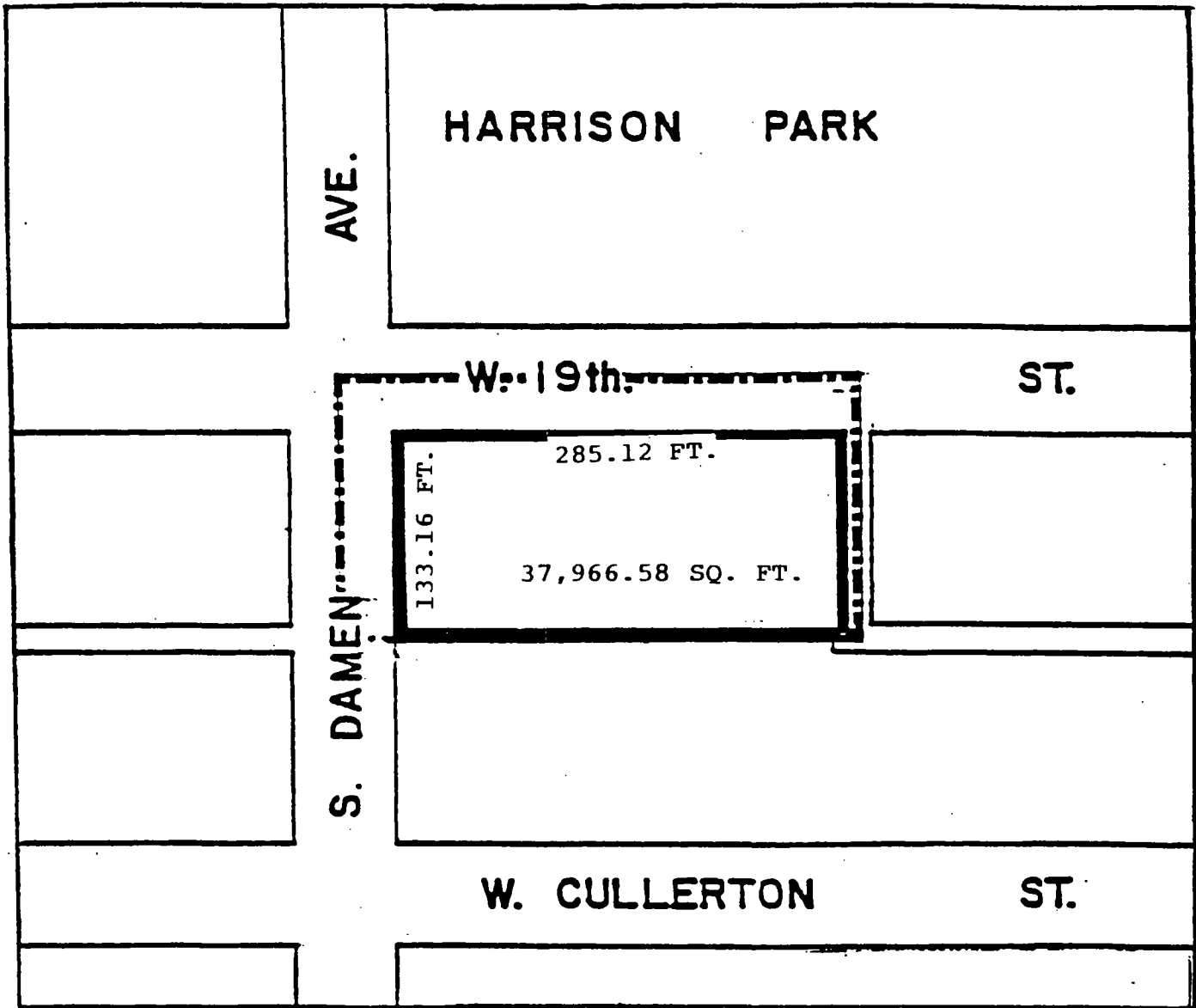
PLANNED DEVELOPMENT



ZONING BOUNDARIES

Applicant: El Valor Corporation
 Address: 1850 W. 21st St., Chicago Il.
 Date: February 25, 1992

Boundary And Property Line Map.

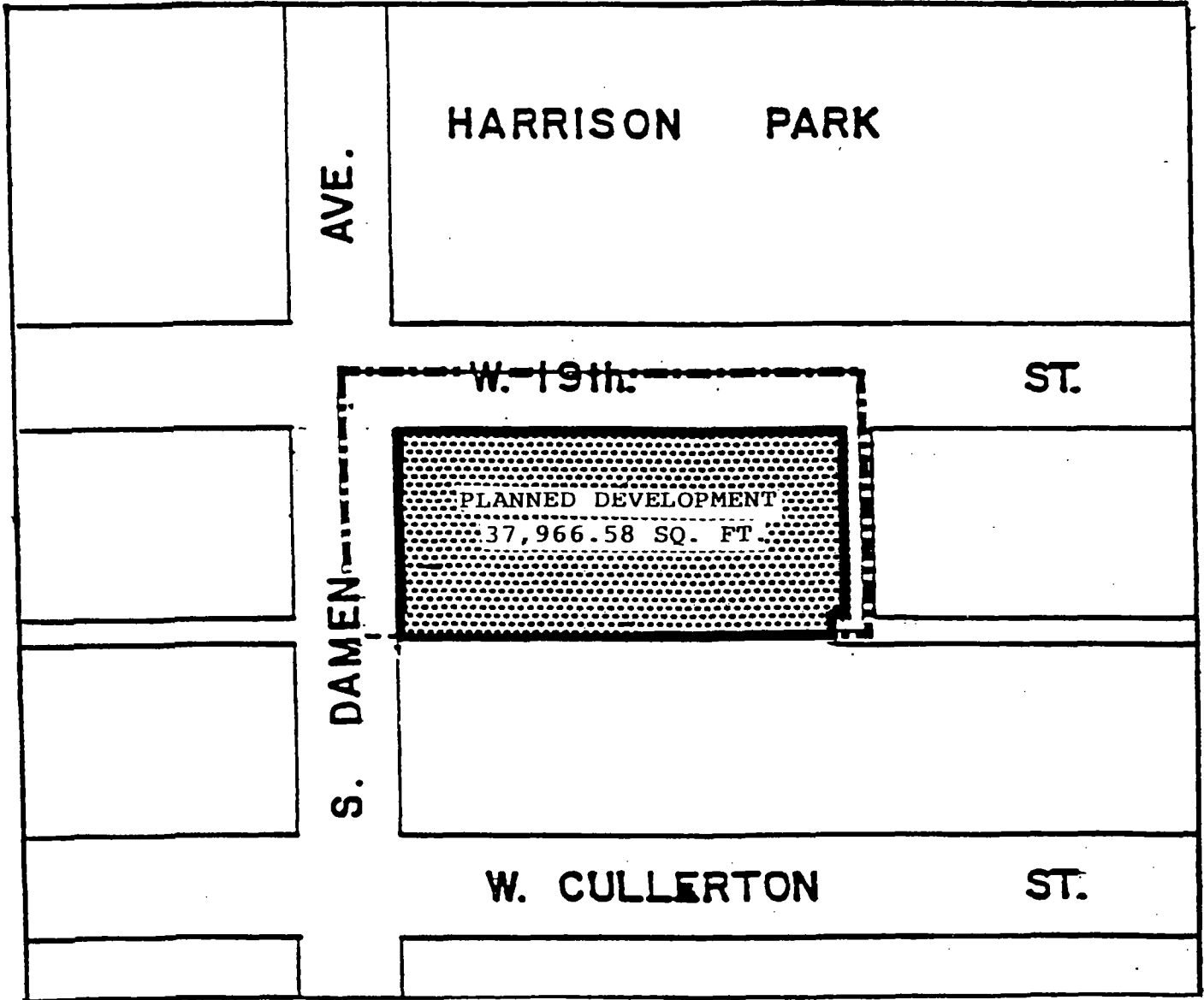


LEGEND

- PROPERTY LINE
- - - - - PLANNED DEVELOPMENT BOUNDARY

Applicant: El Valor Corporation
 Address: 1850 W. 21st St., Chicago Il.
 Date: February 25, 1992

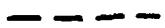
Generalized Land Use Plan.



LEGEND



PROPERTY LINE



PLANNED DEVLOPMENT BOUNDARY

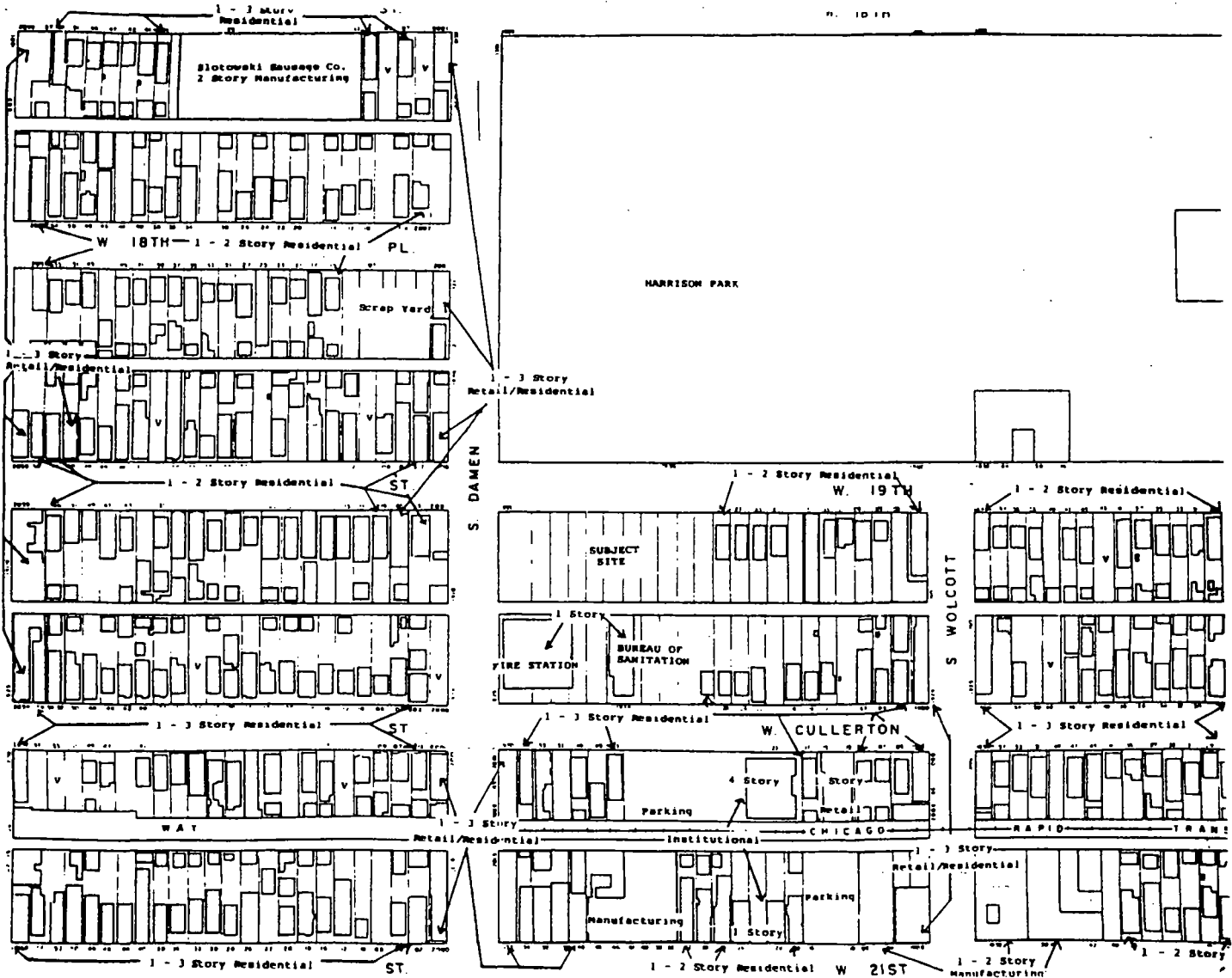


SEE STATEMENT #5

Applicant:
Address:
Date:

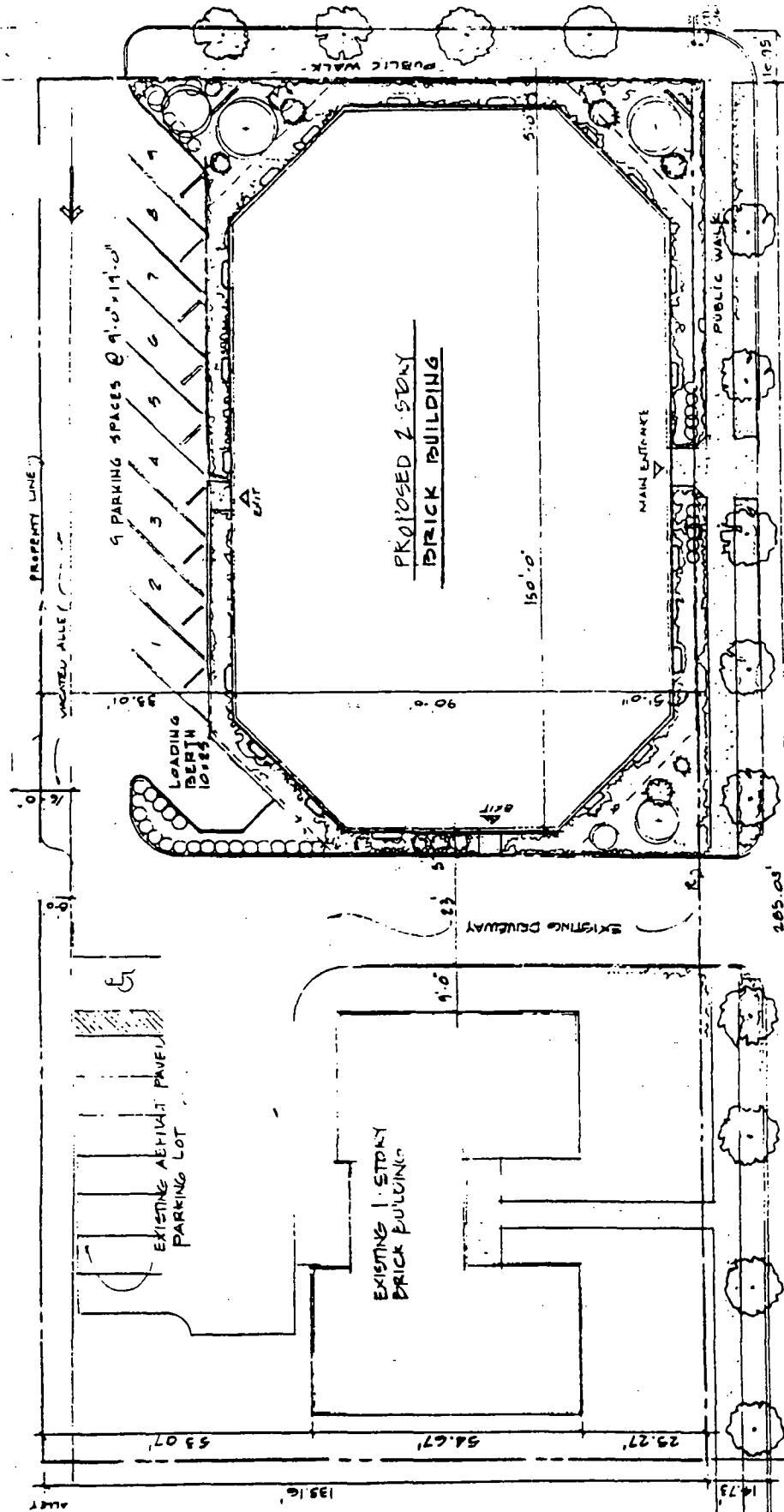
El Valor Corporation
1850 W. 21st St., Chicago Il.
February 25, 1992

Existing Land Use Map.

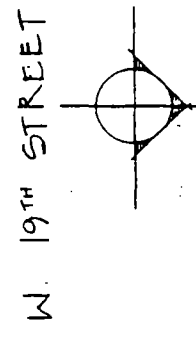


Applicant: El Valor Corporation
 Address: 1850 W. 21st St., Chicago Il.
 Date: February 25, 1992

Site Plan.



PLANT SCHEDULE		
BOTANICAL NAME	COMMON NAME	SIZE
G. TRIACANTHOS INERMIS	SKYLINE HONEY LOCUST	2 1/2'
RIVES ALPINUM	ALPINE CURRANT	3' x 3'
LIGUSTRUM LUCIDUM	PRIVET	5' x 7' x 7'
PLANTING TIME: SPRING 1993		

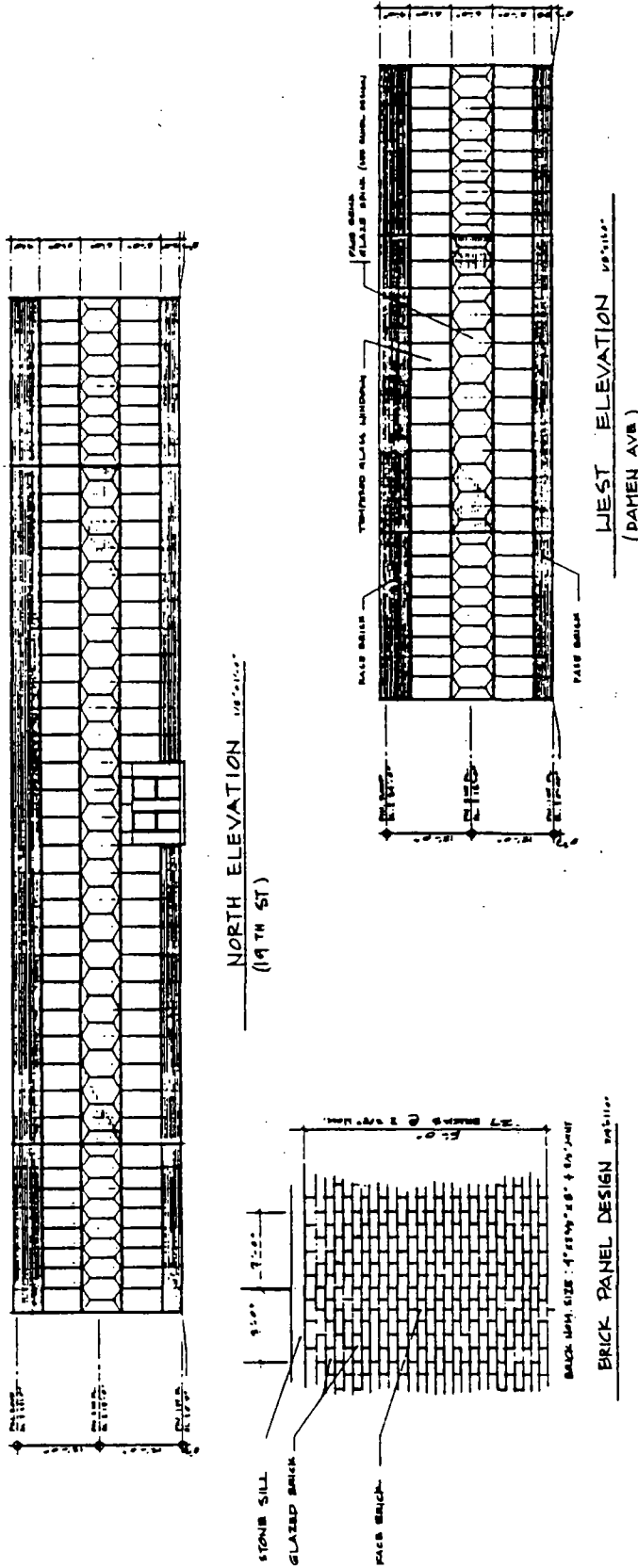


NEW BUILDING
 FIRST LEVEL 12,750 SQ. FT.
 SECOND LEVEL 12,750 SQ. FT.
 TOTAL 25,500 SQ. FT.
 EXISTING BLDG 30,555 SQ. FT. (42)
 GRAND TOTAL 28,155 SQ. FT.
 LOT SIZE 185,153 ± 37,905 ± 0.1
 (27,015) (1.4 F.A.R.) = 52,041 SQ. FT. ALLOWED

CHILDREN'S CENTER FOR 'EL VALOR'
 W. 19TH ST. & SO. DAMEN AVE.
 CHICAGO, ILL.
 SCALE 1" = 20'-0"
 APRIL 1, 1992

adrian lozano & associates, architects
 104 S. STATE ST., CHICAGO, ILL. 60601 (312) 421-1158

North And West Elevation Drawing.



CHILDREN'S CENTER for EL VALOR
 W. 19TH ST. & S. DAMEN AVE. CHICAGO, ILL.
 ARCHITECT: [unreadable]
 4/1/92

(Continued from page 37144)

[Existing Land Use Area Map, Generalized Land Use Plan, Property Line Map and Right-of-Way Adjustment Map, Proposed Landscape Plan and Proposed Site Plan attached to the Plan of Development]

Page 21387 -- by deleting in their entirety the eighth through twenty-seventh lines from the top of the page and inserting in lieu thereof the following:

Net Site Area	Generalized Description Of Land Use	Floor Area Ratio
<u>Square Feet</u>		0.34
<u>Acres</u>		
<u>685,151*</u>	Trade and Technical School with related accessory uses including child care and off-street parking	
<u>15.7</u>		

Gross Site Area = Net Site Area of 15.0 acres plus one half the Right-of-Way Area of 31st Street and Western Avenue which is 2.2 acres. Total Gross Site Area = 17.9 acres.

Maximum Floor Area Ration: 0.34.

Maximum Percent Site Coverage: 18%.

Off-Street Loading: One loading berth.

*Includes the area of the street to be vacated; 69,761 square feet or 1.6 acres.

Minimum Off-Street Parking:	500.
Maximum Building Height:	48 feet actual usable space with gabled roof extension up to 65 feet.
Minimum Required Setbacks:	In accordance with site plan exhibit.

Page 21388 -- by deleting in their entirety the first through fifth lines from the top of the page.

Pages 21390 -- 21393 -- by deleting in their entirety the drawings contained on these pages and inserting in lieu thereof the drawings appearing on pages 37153 through 37157 of this Journal.

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

**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.**

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 14, 1993, pages 35687 through 35691 recommending that the City Council pass a proposed ordinance amending Title 17, Section 5.7-5 of the Municipal Code of Chicago (the Chicago Zoning Ordinance) to delineate certain permitted uses for accessory structures in required yards.

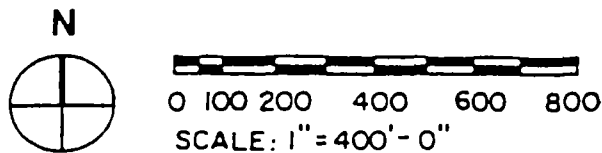
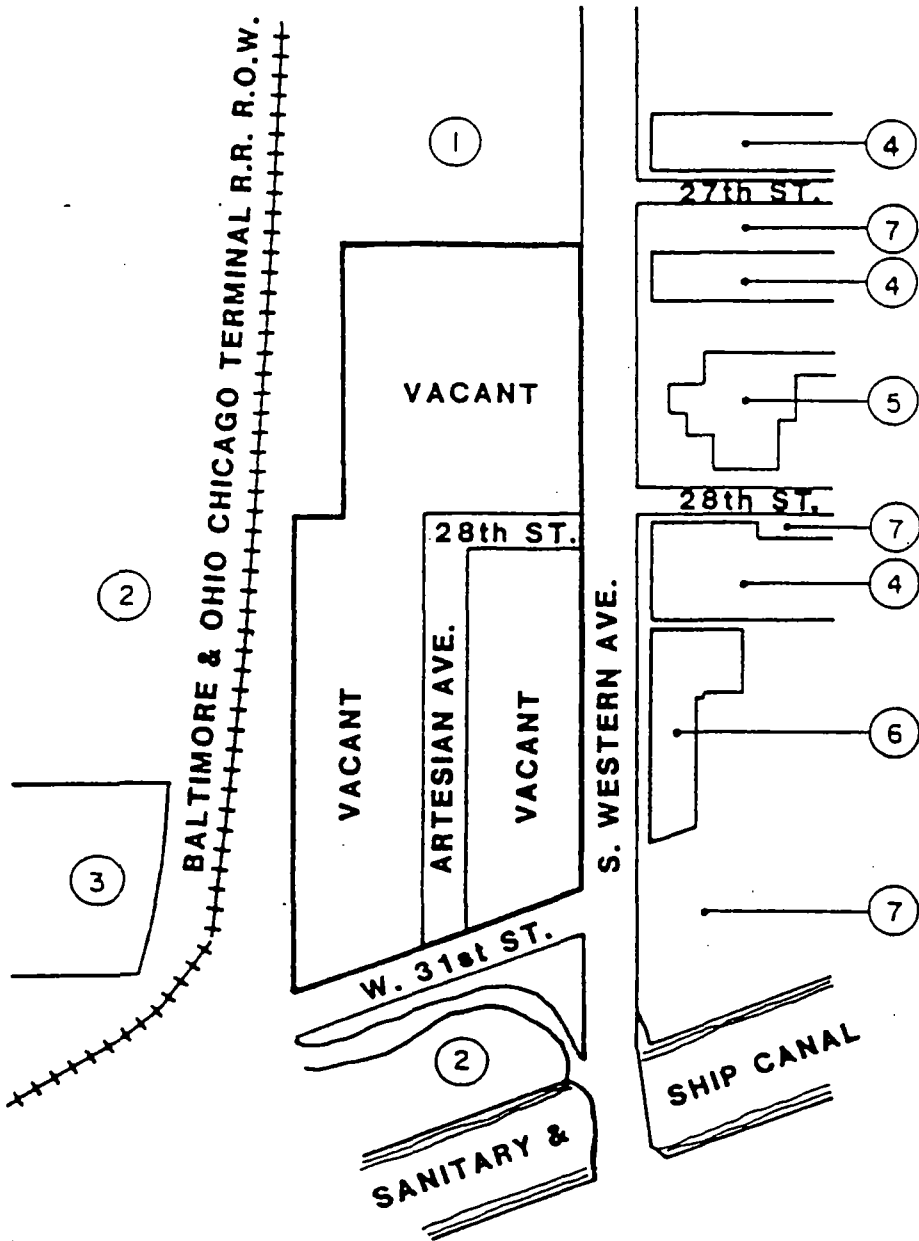
(Continued on page 37158)

Institutional Planned Development No. _____


Existing Land Use Area Map.

LEGEND

-  PLANNED DEVELOPMENT
-  METAL SCRAP YARD
-  VACANT LAND
-  VEHICLE POUND
-  2 STORY WAREHOUSE
-  1 STORY ANIMAL CARE CENTER
-  1 STORY MANUFACTUR
-  PARKING



APPLICANT: Public Building Commission of Chicago




DATE: 

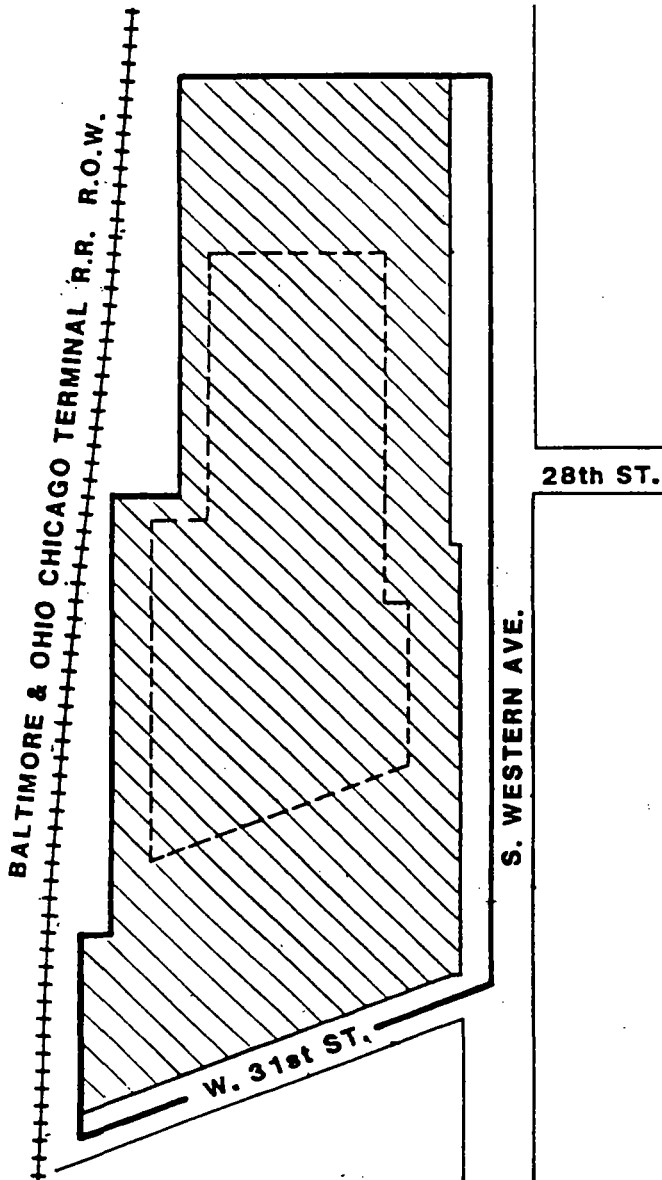
007 0 0

Institutional Planned Development No. _____

Generalized Land Use Plan.

LEGEND

-  PLANNED DEVELOPMENT BOUNDARY
-  TRADE AND TECHNICAL SCHOOL WITH RELATED ACCESSORY USES INCLUDING CHILD CARE AND OFF-STREET PARKING
-  BUILDING SET BACK LINES

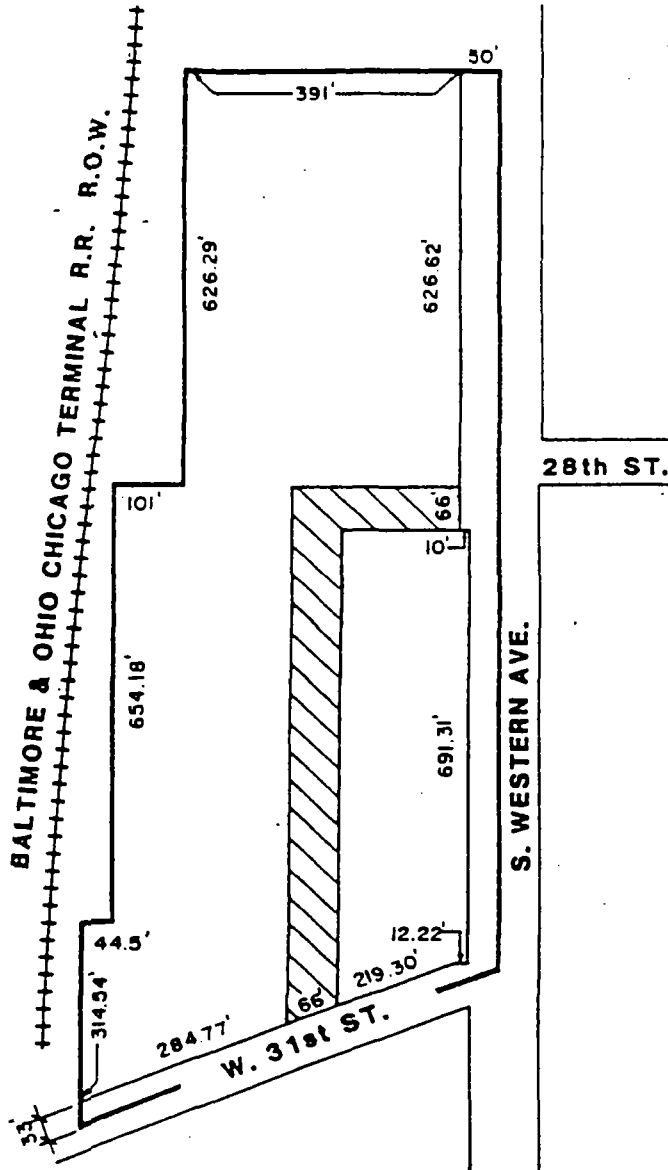


0 100 200 300 400 500
 SCALE: 1" = 250'-0"




APPLICANT: Public Building Commission of Chicago
DATE: OCTOBER 3, 1989
REVISED: DECEMBER 15, 1989
 JUNE 14, 1990

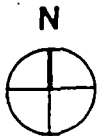
Institutional Planned Development No. _____

Property Line Map And Right-Of-Way Adjustment Map.



LEGEND

-  PLANNED DEVELOPMENT BOUNDARY
-  PROPERTY LINES
-  AREA OF STREET TO BE VACATED

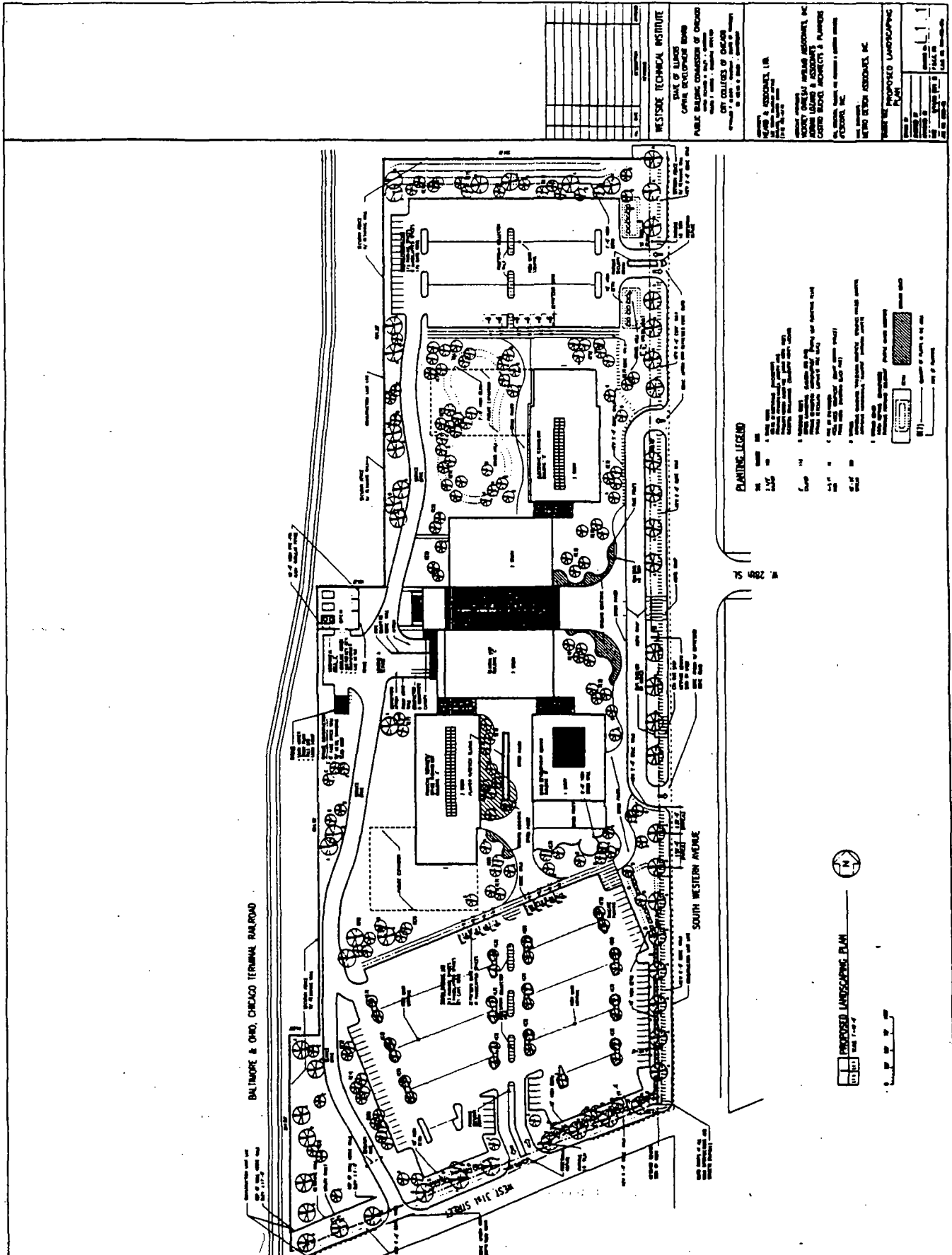


0 100 200 300 400 500
 SCALE: 1" = 250'-0"

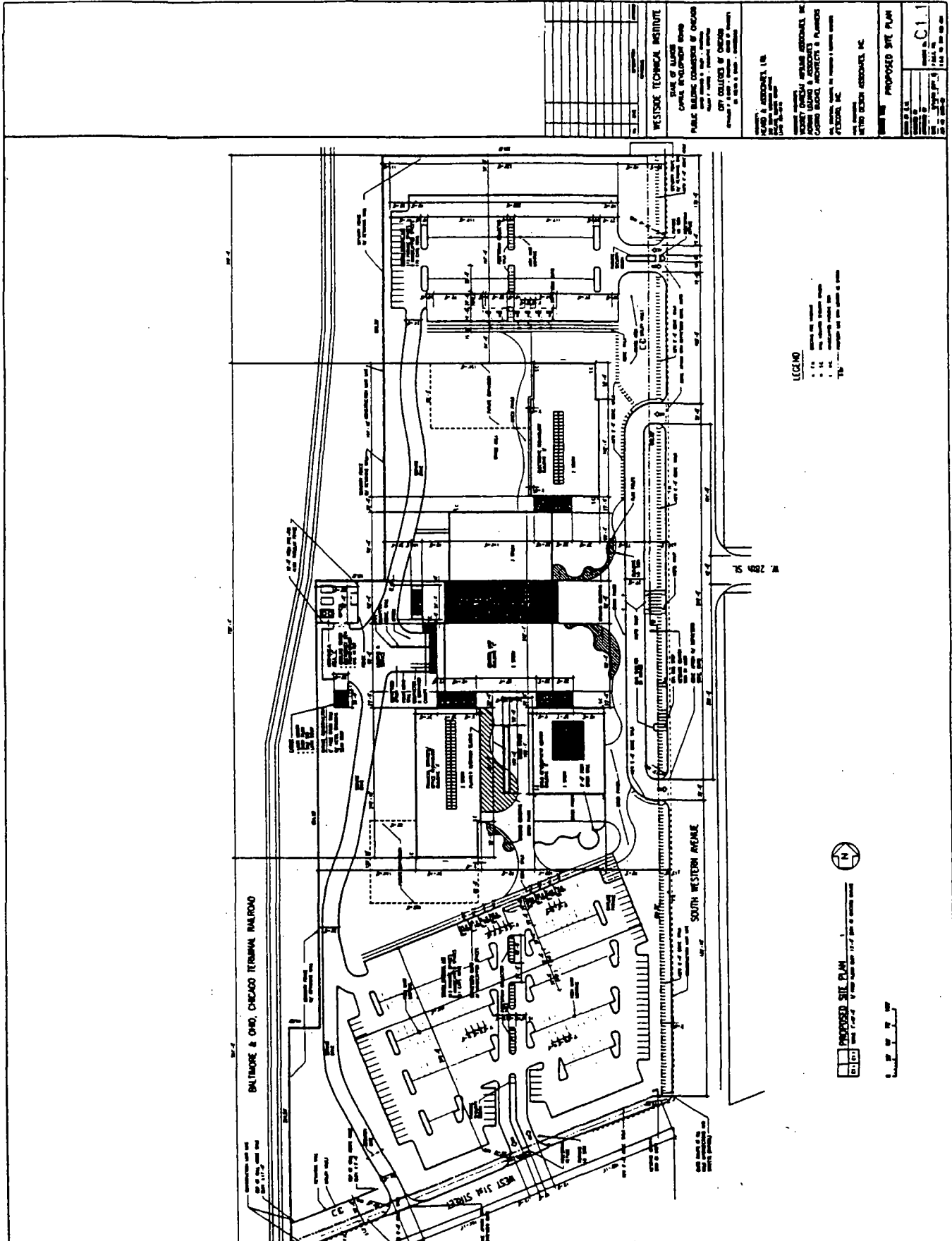
APPLICANT: Public Building Commission of Chicago

DATE: ~~_____~~ OCT 03 1993

Institutional Planned Development No. _____



Institutional Planned Development No. _____



(Continued from page 37152)

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 (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 trellises; 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 (4) feet in height</i> | | <i>S</i> | <i>R</i> |
| 5. | <i>Chimney projecting eighteen (18) inches or</i> | <i>F</i> | <i>S</i> | <i>R</i> |

less into yard

- | | | | | |
|-----|--|---|---|---|
| 6. | <i>Enclosed, attached or detached off-street parking spaces</i> | | | R |
| 7. | <i>Entry steps four (4) feet or less above grade which are necessary for access to a permitted building or for access to zoning lot from a street or alley</i> | F | S | R |
| 8. | <i>Earth station antennas, not exceeding eight (8) feet (2.4 meters) in diameter</i> | | | R |
| 9. | <i>Fences and walls not exceeding seven (7) feet in height above natural grade level</i> | F | S | R |
| 10. | <i>Flagpoles</i> | F | S | R |
| 11. | <i>Open off-street parking spaces</i> | | S | R |
| 12. | <i>Open terraces not over four (4) feet above the average level of the adjoining ground but not including a permanently roofed over terrace or porch</i> | F | S | R |
| 13. | <i>Open type fences exceeding seven (7) feet in height, provided that visibility at right angles to any surface of such fence not be reduced by more than 20 percent</i> | F | S | R |
| 14. | <i>Overhanging eaves and gutters on principal building or structures and/or attached accessory building projecting three (3) feet or less into the yard</i> | F | | R |
| 15. | <i>Overhanging eaves and gutters on principal buildings projecting eighteen (18) inches or less into yards</i> | | S | |
| 16. | <i>One-story bay windows projecting three (3) feet or less into yards</i> | F | | R |
| 17. | <i>Recreational and laundry-drying equipment</i> | F | S | R |

- | | | | | |
|-----|--|----------|----------|----------|
| 18. | <i>Roof projecting of garage over open patio not to exceed eight (8) feet</i> | | | <i>R</i> |
| 19. | <i>Wheelchair lifts and ramps that meet federal, state and local accessibility standards for persons with disabilities</i> | <i>F</i> | <i>S</i> | <i>R</i> |
| 20. | <i>Accessory sheds; tool rooms; and similar buildings or structures for domestic or agricultural storage</i> | | | <i>R</i> |

SECTION 3. This ordinance shall be in full force and effect from and after its due passage and publication.

CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 14, 1993, pages 35691 through 35754, recommending that the City Council pass various 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 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 and Data, 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 37170 through
37174 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 Buildings0 feet.
 Proposed Buildings0 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 37171 of this Journal.]

Reclassification Of Area Shown On Map Number 2-H.

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

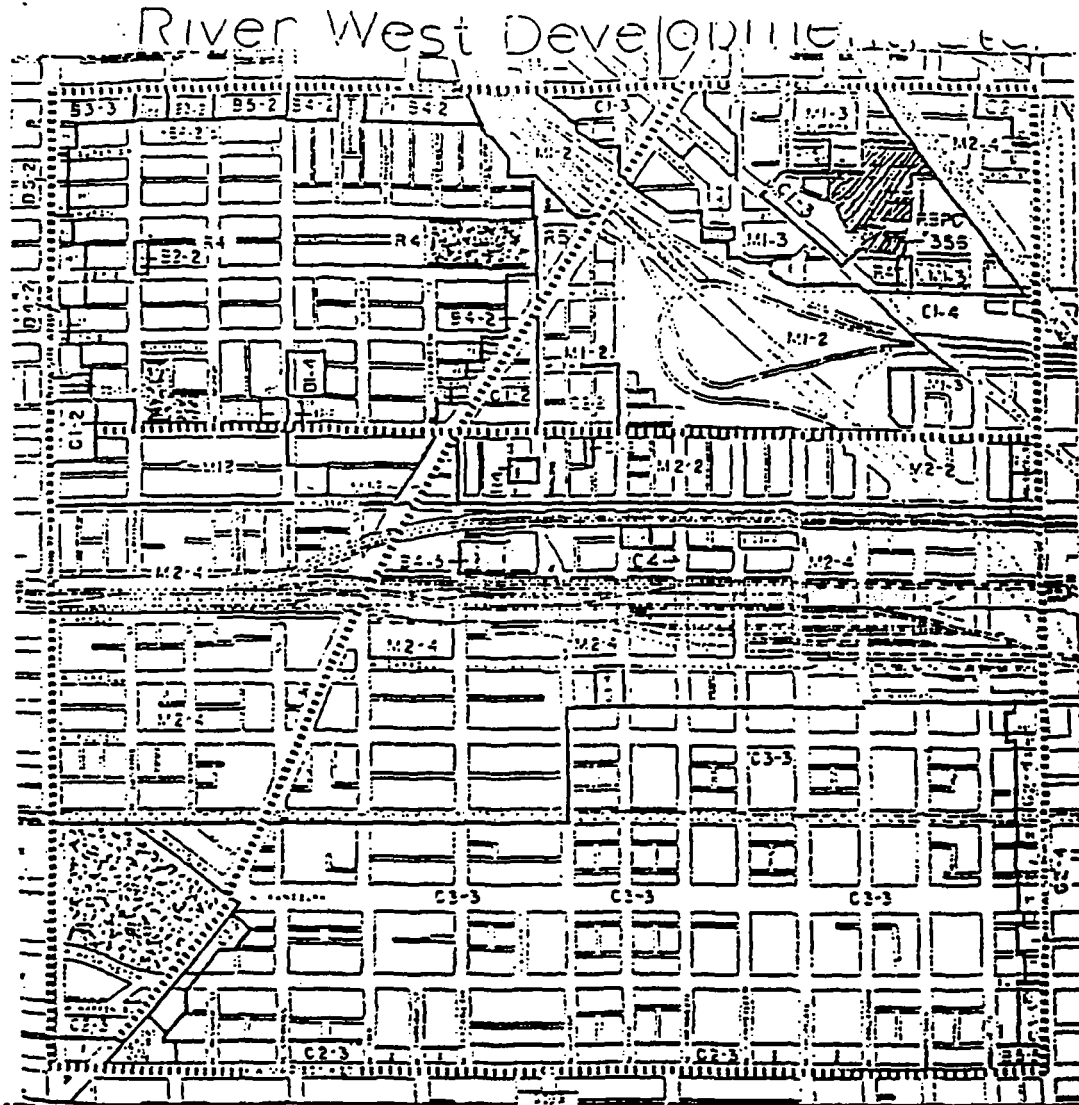
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 2-H in the area bounded by:

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

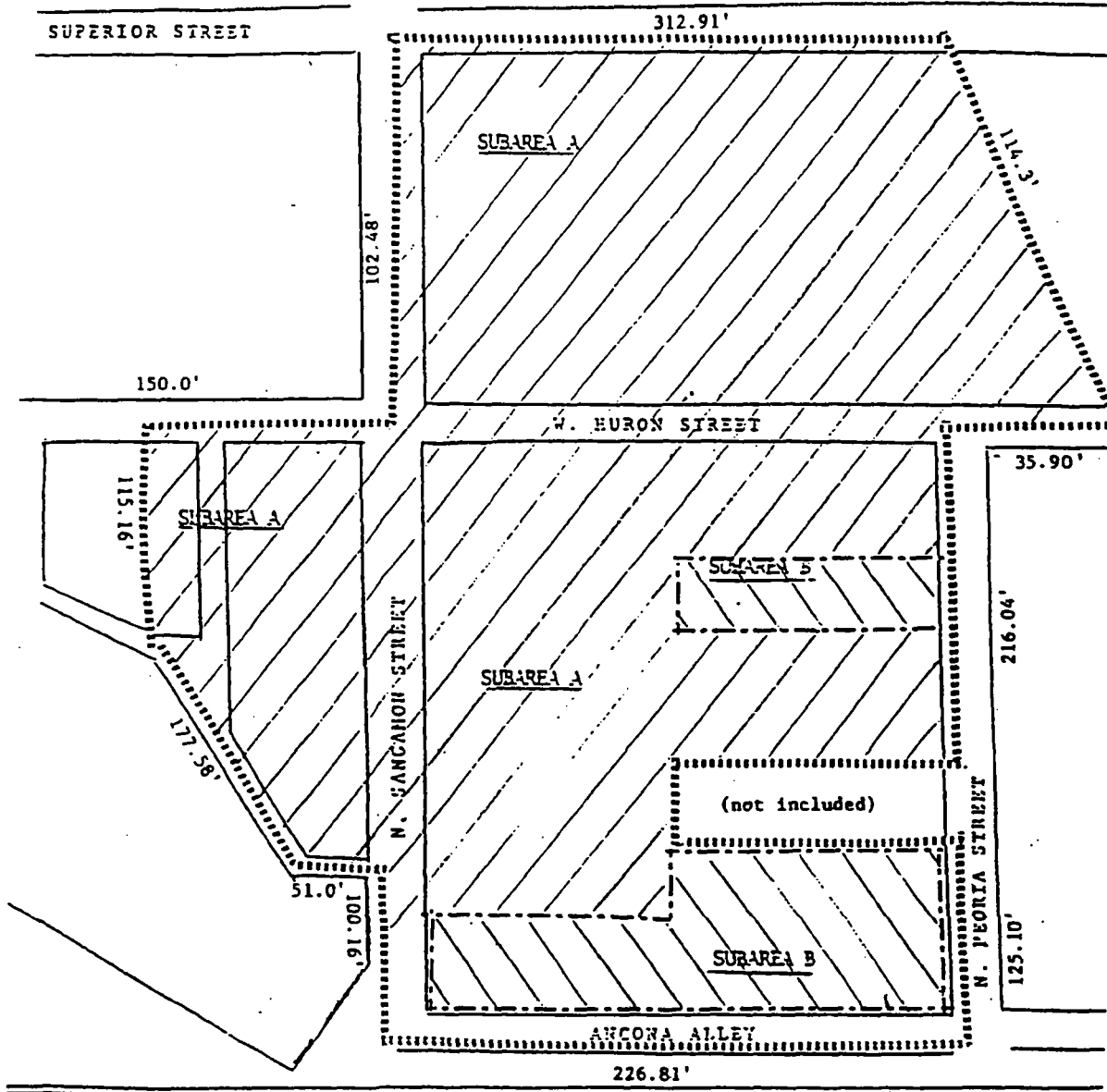
DATE: June 3, 1992

REVISED: June 10, 1993

Property Line And Subarea Delineation Map.

River West Development, Ltd.

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT 356, AS AMENDED



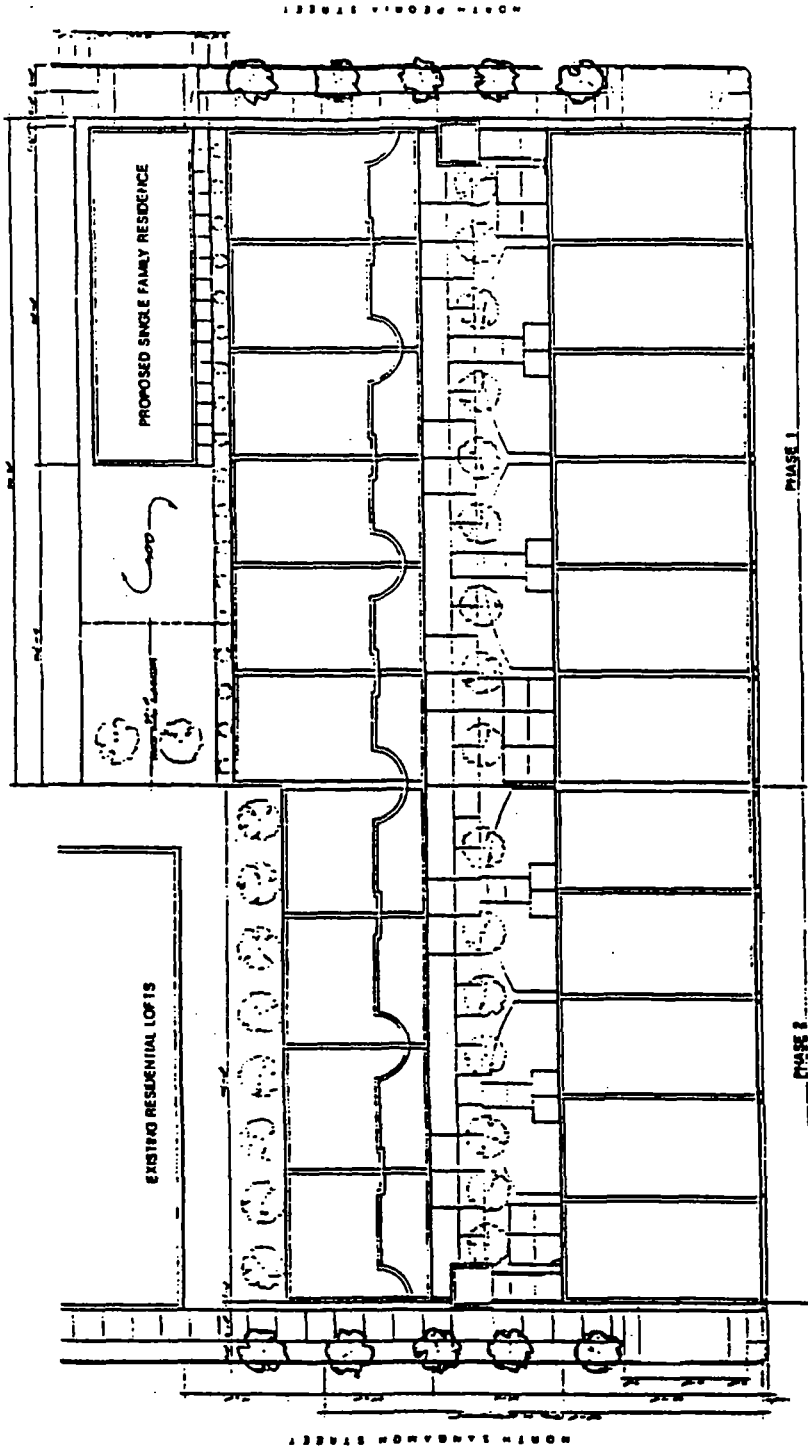
RIVER WEST DEVELOPMENT R.B.P.D. #356

PROPOSED DEVELOPMENT BOUNDARY =
.....

PROPOSED SUBAREA B = - - - - -
- - - - -

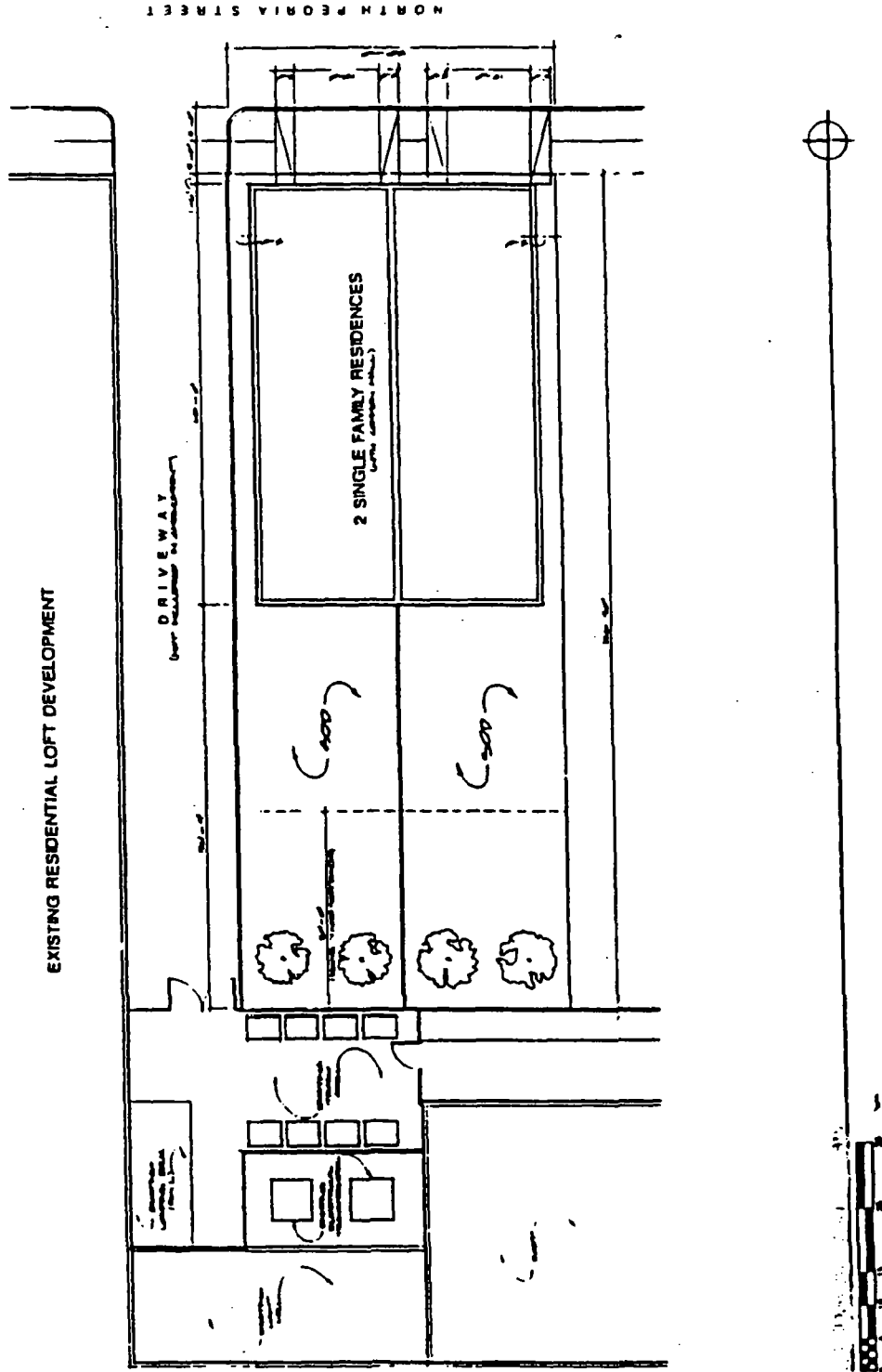
June 10, 1993

Site/Landscape Plans.
(Page 1 of 2)



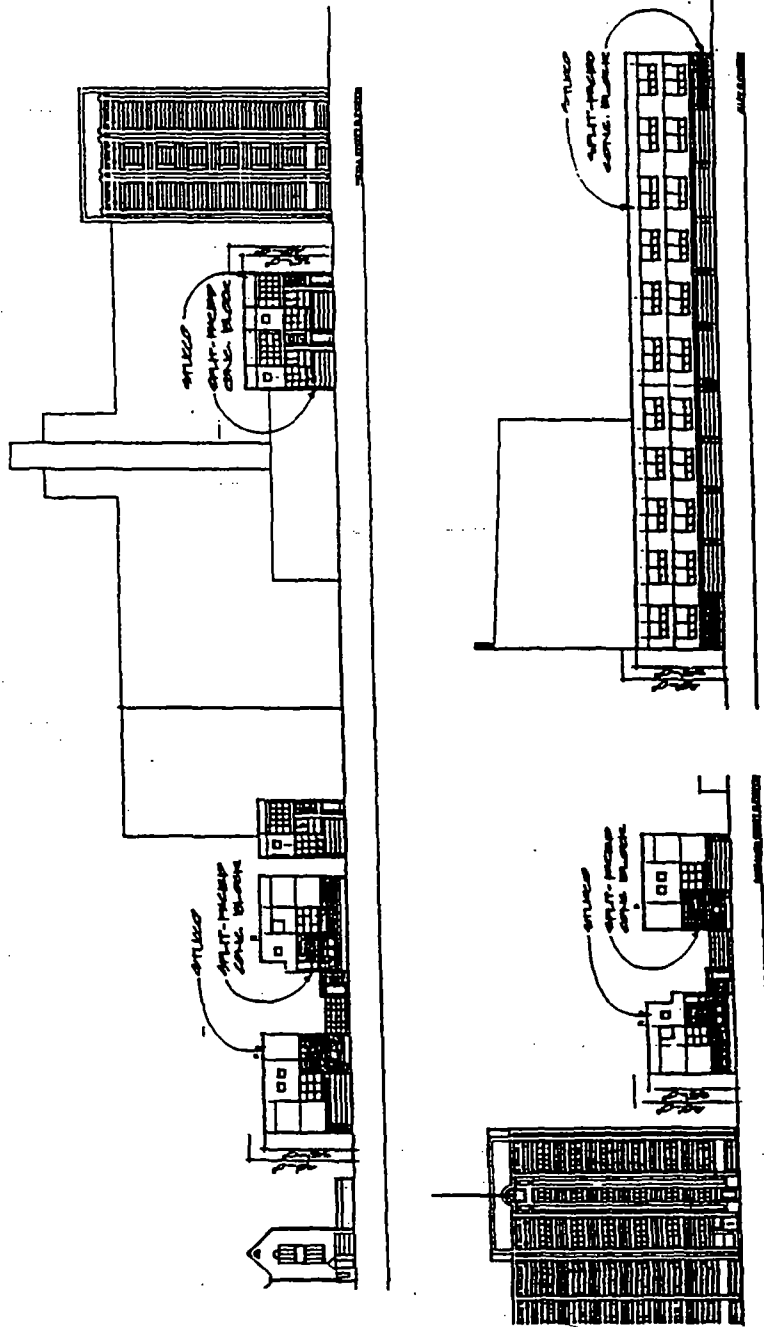
RIVER WEST DEVELOPMENT, LTD.
AMENDMENT TO R.B.P.D. #356
JUNE 10, 1993

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.S.D. 1336
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 Residence 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 ingress 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 ratio 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 designated 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 37196 through 37202 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.

Use And Bulk Regulations And Data Table.
(Page 1 of 2)

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

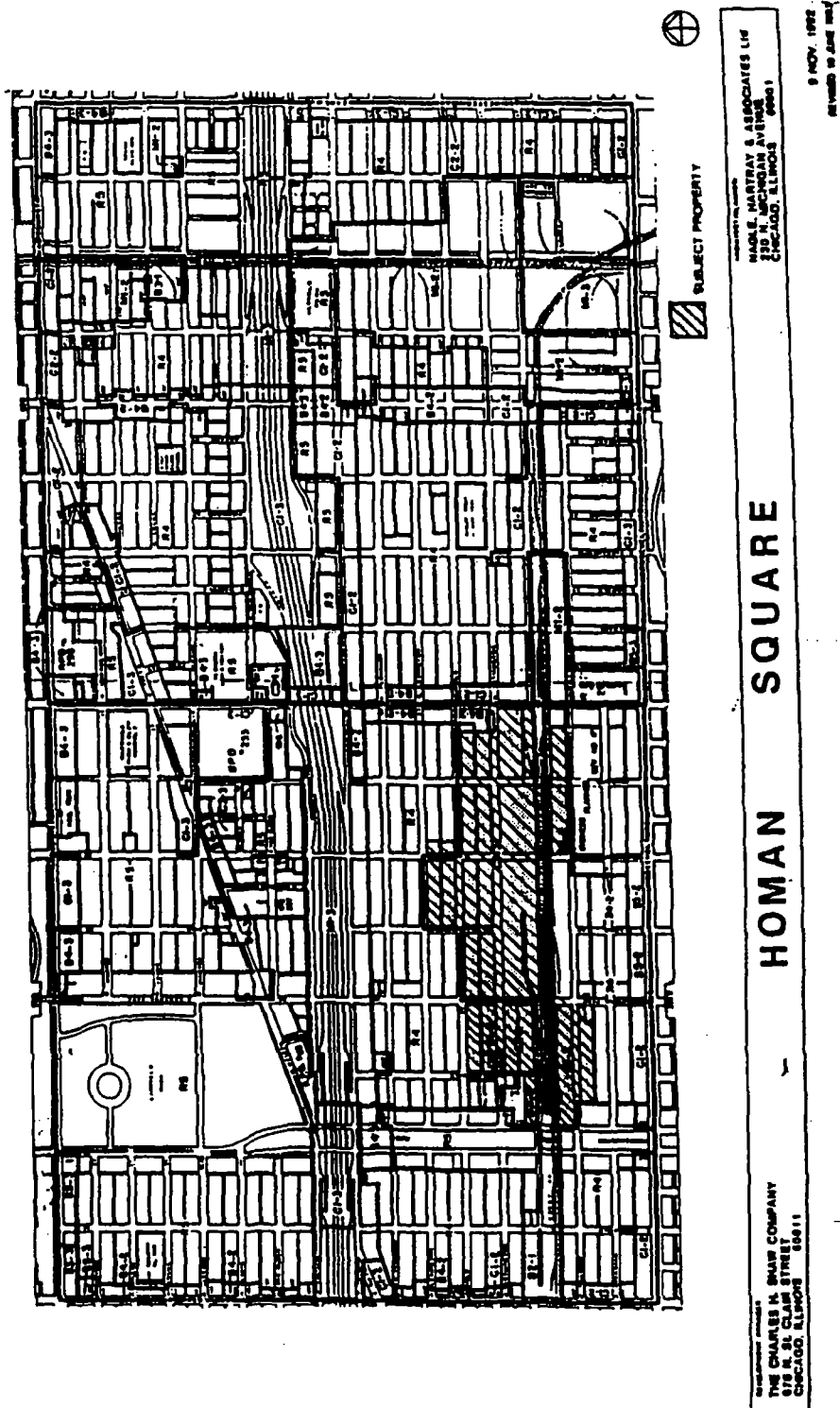
Subarea	Net Site Area		Area	Minimum FAR	Maximum FAR	Minimum Site Coverage	Minimum Building Height	Minimum Building Setbacks	Minimum Landscaping
	Sq. Ft.	Acres							
A	1,201,140	27.49	1.00	3.0	6.0	35%	40' (FY #3)	FN #1	FN #4
B	1,174,440	26.13	1.00	3.0	6.0	35%	40' (FY #3)	FN #10	FN #5
C	71,764	1.63	1.71	3.0	6.0	35%	40' (FY #3)	FN #10	FN #5

Footnotes

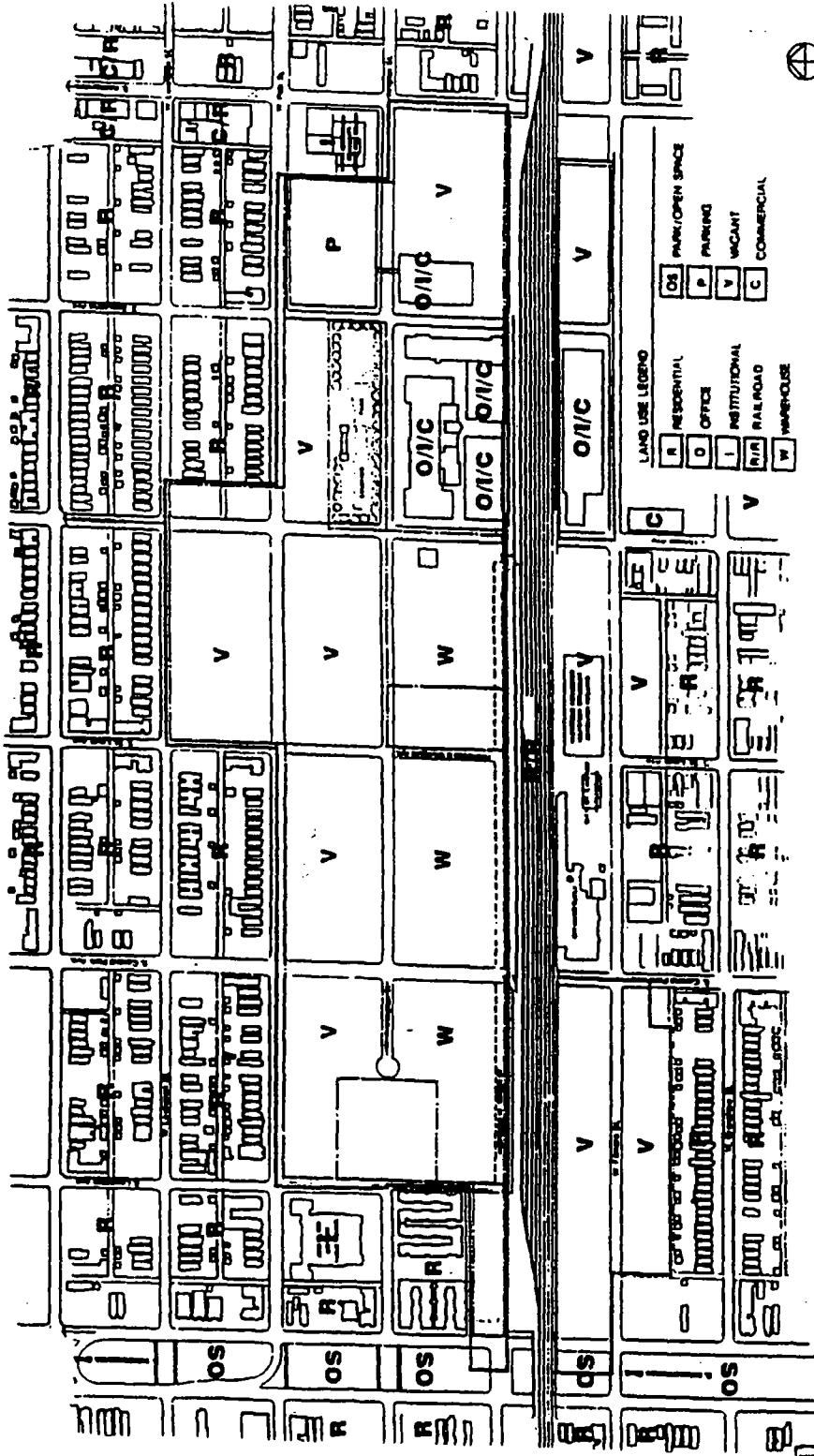
- 1 A maximum of 80 dwelling units per block shall be permitted on Blocks 1 - 8 of Subarea A. A maximum of 120 dwelling units shall be permitted on Block 9 of Subarea A.
- 2 The percentage of net site area devoted to green space on one or more blocks within Subarea A may be decreased to a minimum of 15% provided that a minimum of 20% of the total net site area of Subarea A is devoted to green space.
- 3 Minimum building height shall be increased from 40' to 55' on Blocks 6 and 9 of Subarea A. For purposes of this Planned Development, "Building Height" shall mean Building Height as defined in the Chicago Zoning Ordinance in the effective date of this Planned Development Ordinance.
- 4 **Residential Use:** Use areas per dwelling unit.
Office Use: .8 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, south, east and west.
Blocks 8 and 9 of Subarea A: 5' on north, south, east and west.
- 6 For all B4 General Residential Districts permitted uses, as required under B4 General Residential Districts. For all other permitted uses in Subarea A, as required under B4-3 Restricted Service Districts.
- 7 Minimum Dwelling units per block:
Block 1 of Subarea B: 125
Block 2 of Subarea B: 175
Block 3 of Subarea B: 175
Block 4 of Subarea B: 20
- 8 Minimum Building Height:
Block 1 of Subarea B: 130' 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 Use: As required under the B-5 General Residence District, provided that for clarity having particular requirements shall be as reasonably agreed to by the Commissioner and the Applicant.
Office Use: .8 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 Landscaping (Berries: Hawthorn, elm and locust or holly holly variegated) 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 Lines shall 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 Landscaping (Berries: Hawthorn, elm and locust) of building 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 a landscaped area (public or private) improved primarily with vegetation and soil surface, including but not limited to, grass, ground cover, wood chips, shrubs, trees and other living plant materials, and with a minimum of hard surface hardscape, but not limited to, pedestrian walkways and playgrounds located within such landscaped areas. The landscaping/ground space requirements of the Chicago Landmarks Ordinance contained 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 other.

Existing Zoning And Street Map.



Existing Land Use Map.



THE CHARLES N. SHAW COMPANY
 875 N. W. CLARK STREET
 CHICAGO, ILLINOIS 60611

HOMAN SQUARE

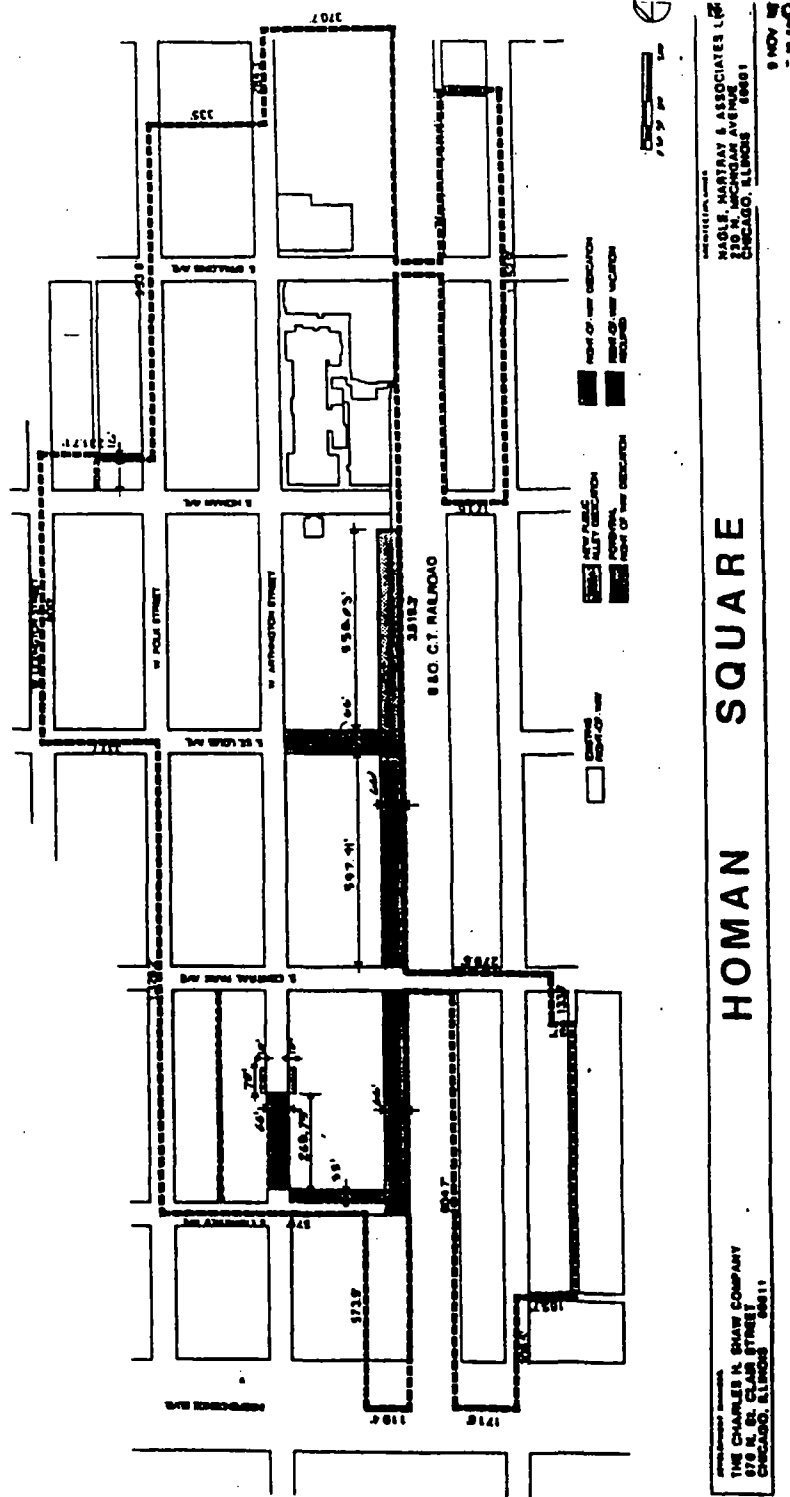
PAUL HANWAY & ASSOCIATES, INC.
 100 N. LAUREL STREET
 CHICAGO, ILLINOIS 60611

LAND USE LEGEND

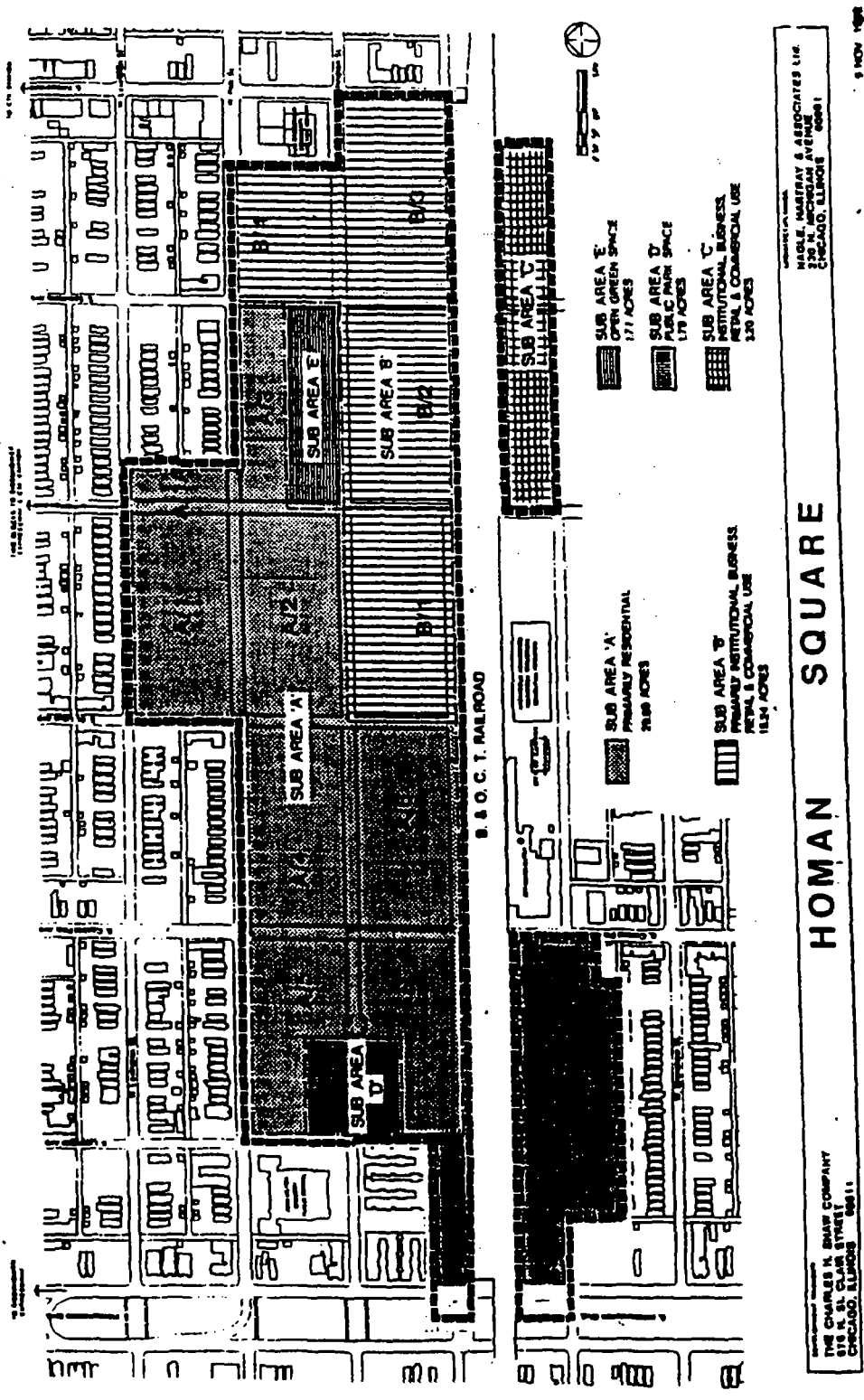
OS	PARK/OPEN SPACE
R	RESIDENTIAL
D	OFFICE
I	INSTITUTIONAL
R/R	RAILROAD
W	WAREHOUSE
P	PARKING
V	VACANT
C	COMMERCIAL

9 NOV. 1992
 REVISED 10 JAN 1993

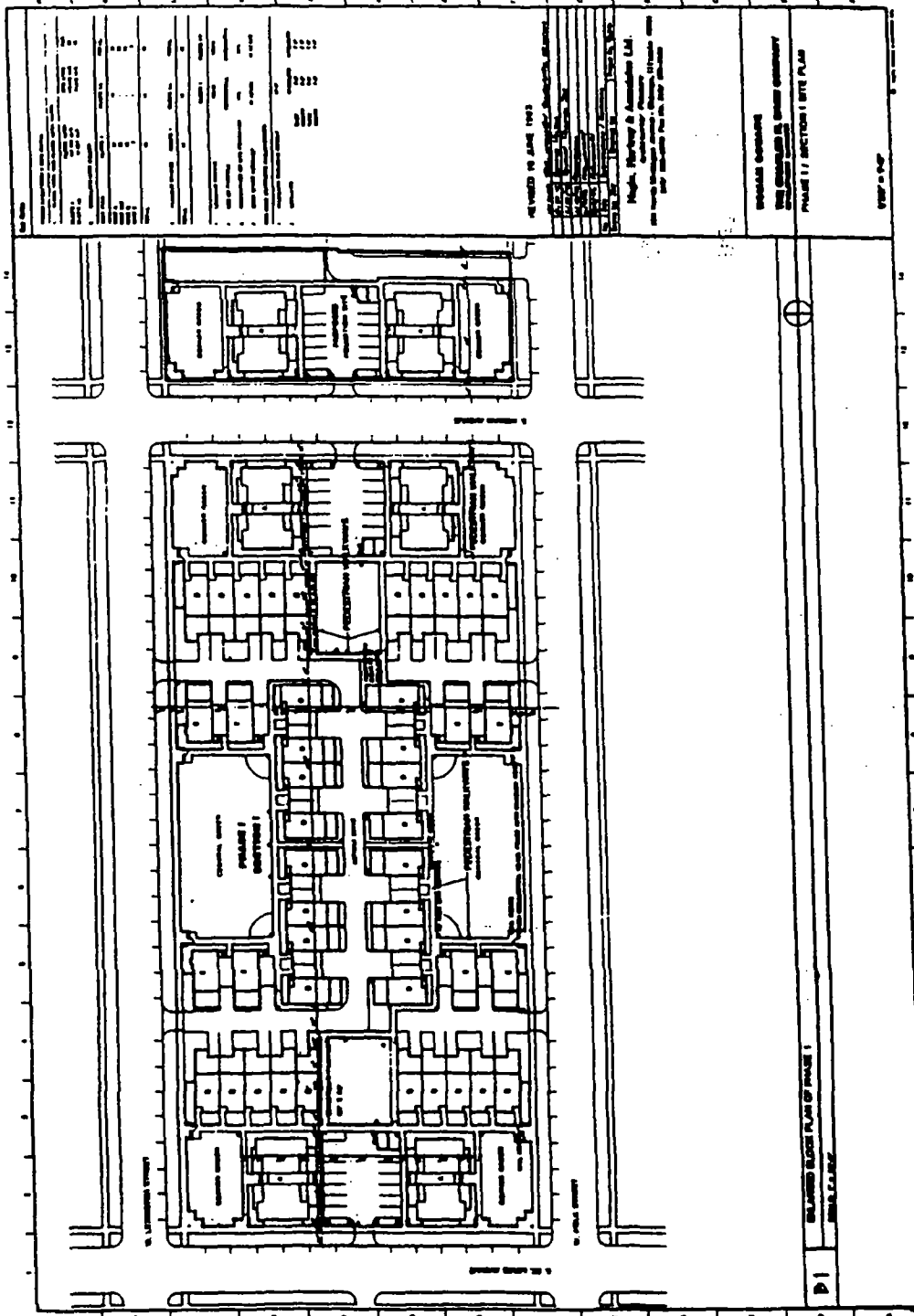
Property Line And Right-Of-Way Adjustment Map.



Generalized Land Use And Open Space Plan.



Site Plan For Phase I, 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 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 37215 through
37221 of this
Journal.]

Table of 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.

Net Site Area	Generalized Description Of Permitted Uses	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
<u>Square Feet</u> Acres			
<u>323,691 square feet</u> 7.43 acres	See Statement Number 3	0.37	See Approved Site Plan

Gross Site Area, 368,890 square feet (8.47 acres) = Net Site Area, 323,691 square feet (7.43 acres) plus Area in Public Rights-of-Way, 45,199 square feet (1.09 acres).

Maximum Floor Area Ratio for Total Net Site Area: 0.37.

Minimum Number of Off-Street Parking Spaces: 400.

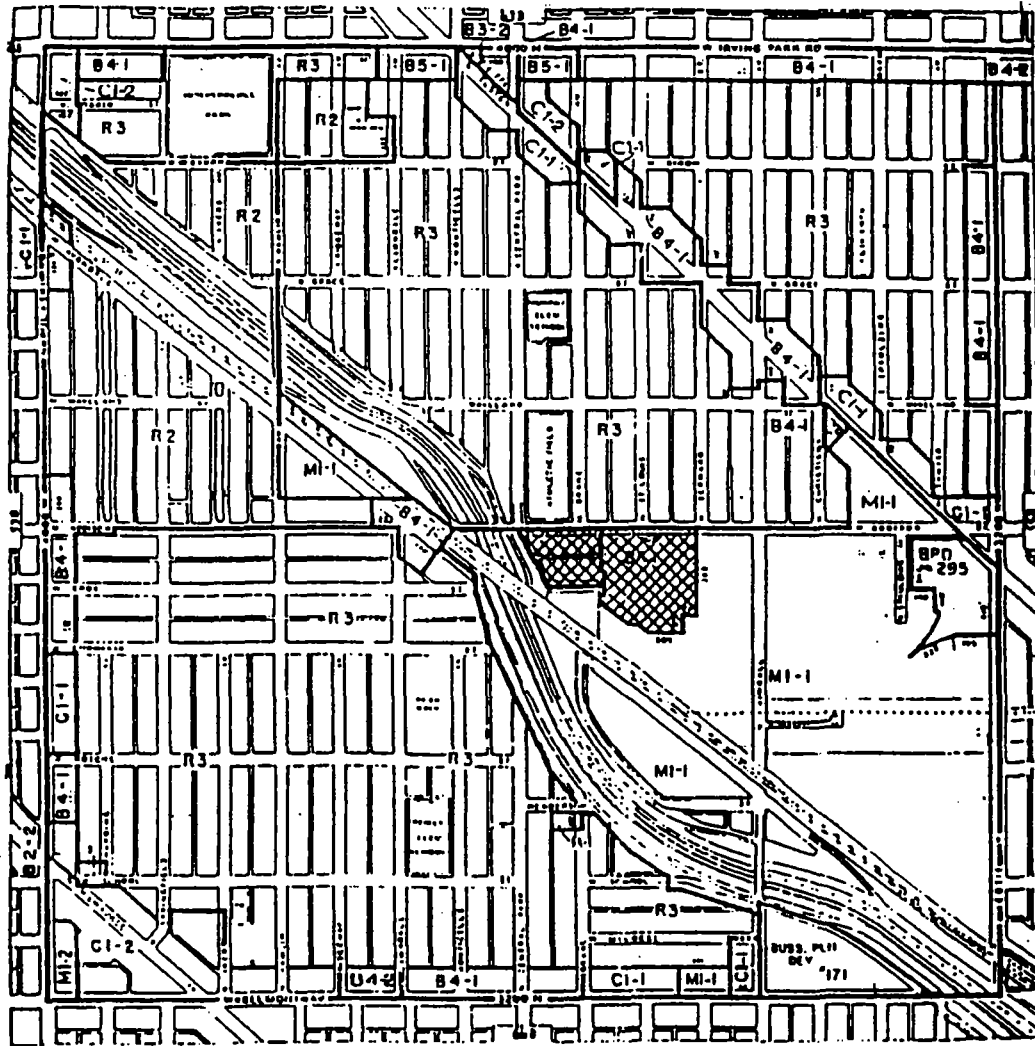
Minimum Number of Off-Street Loading Berths: 4 at 10 feet x 50 feet.

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



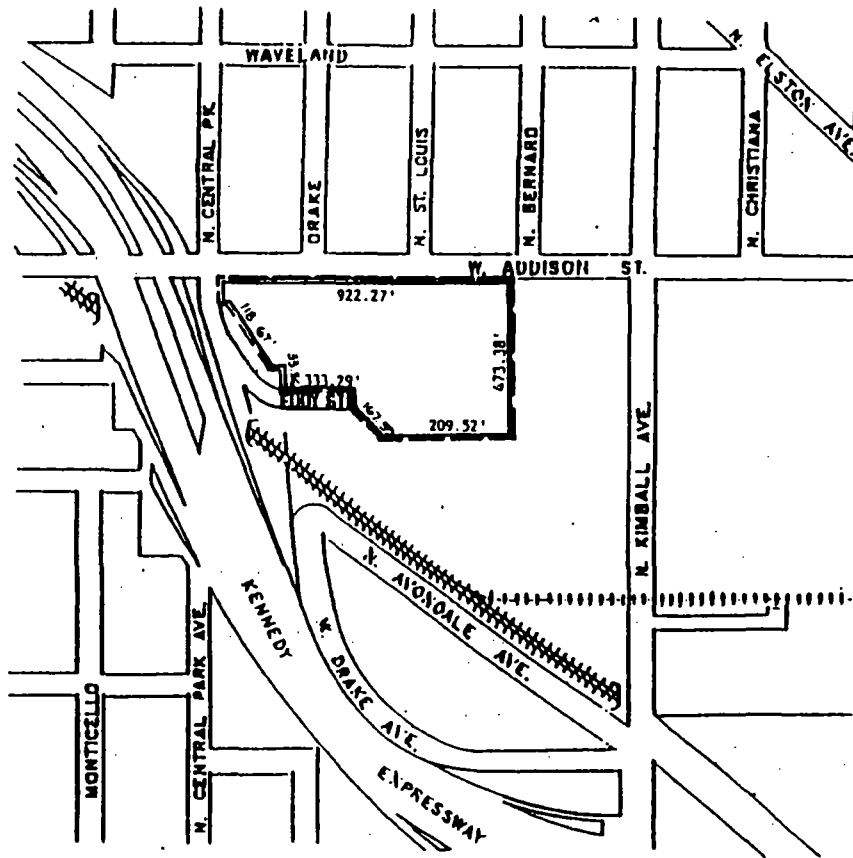
ZONING BOUNDARIES

Applicant: Komet Corporation
a Michigan Corporation

Address: 3443-3535 Addison Street, Chicago, Illinois

Date: June 10, 1993

Property Line And Planned Development Boundary Map.



LEGEND

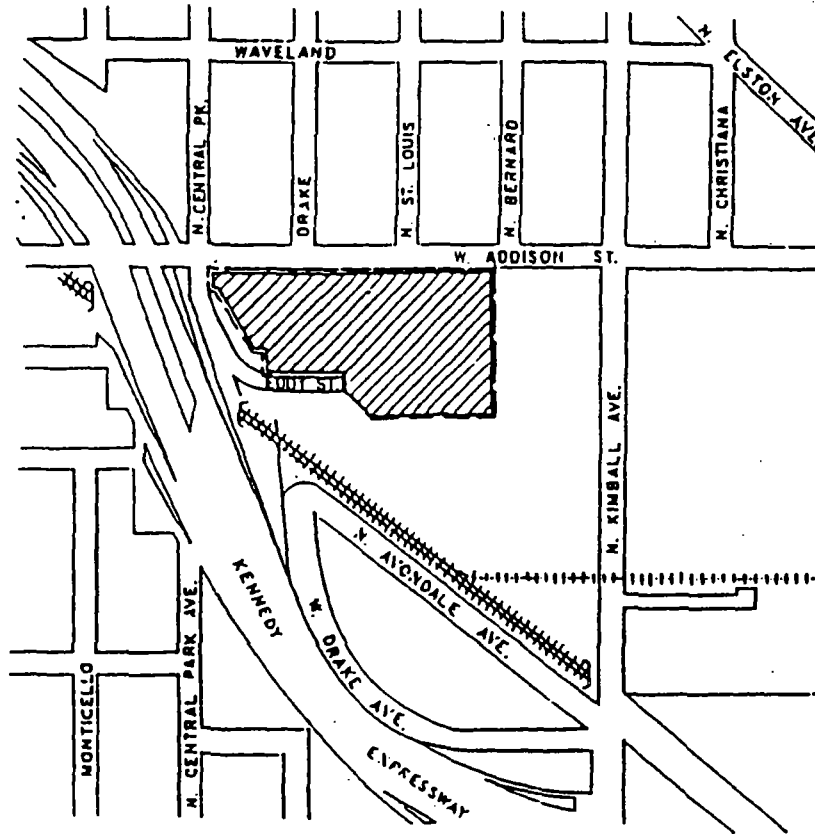
- EXISTING PROPERTY LINE
- - - - - PLANNED DEVELOPMENT BOUNDARY

Applicant: Kennel Corporation
 a Michigan Corporation

Address: 3443 - 3535 Addison Street, Chicago, Illinois

Date: June 10, 1993

Generalized Land Use Map.



LEGEND

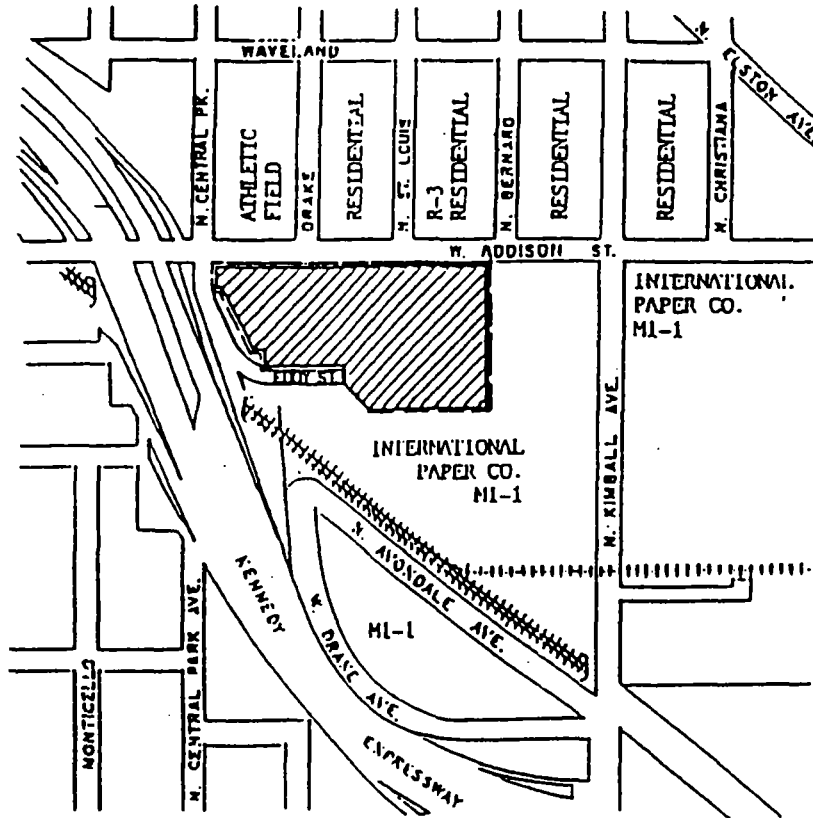
- EXISTING PROPERTY LINE
- - - PLANNED DEVELOPMENT BOUNDARY
- ▨ ANY USE PERMITTED IN STATEMENT NO. 5

Applicant: Knott Corporation
 a Michigan Corporation




Address: 3443-3535 Addison Street, Chicago, Illinois

Date: June 10, 1993

Existing Land Use Map.



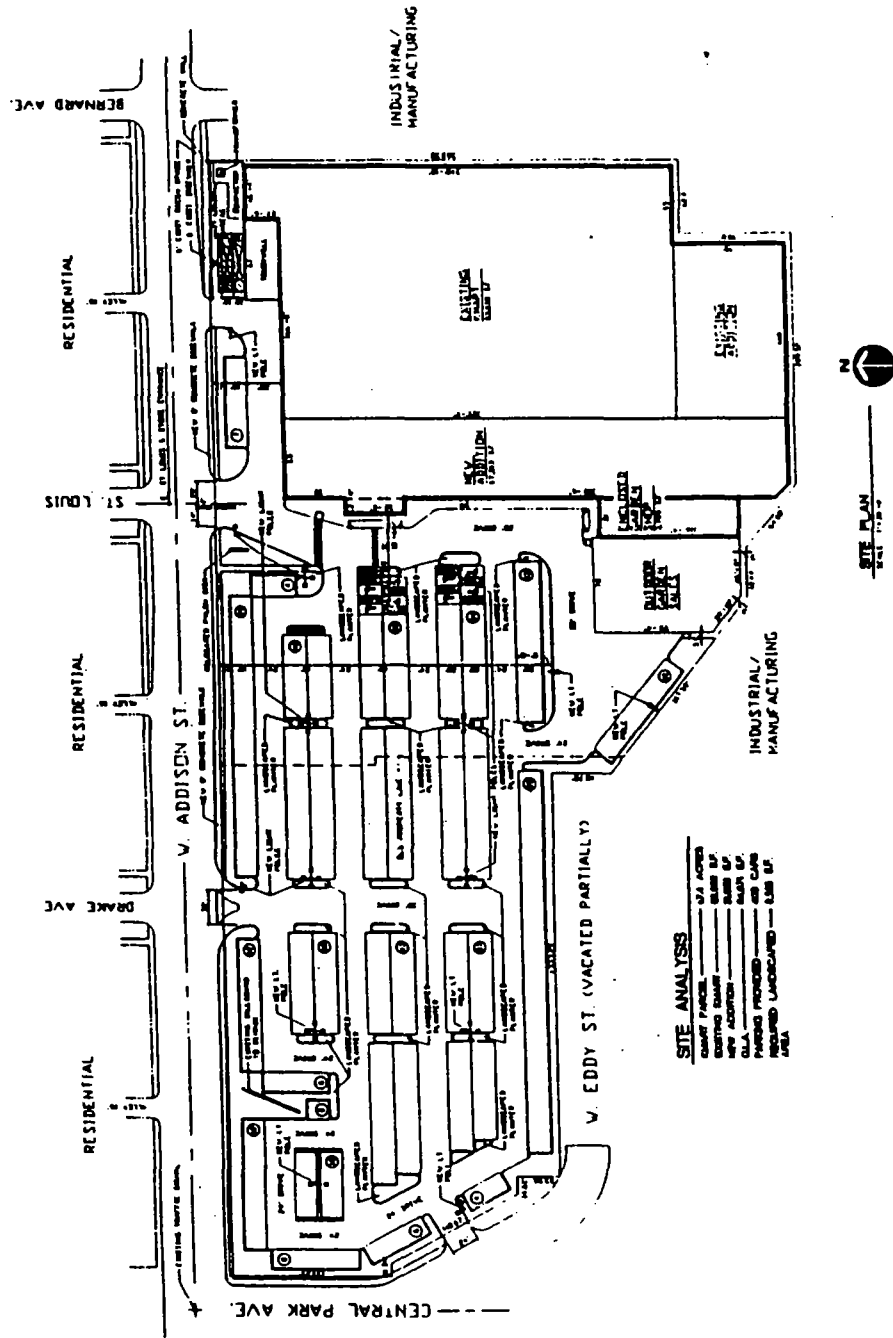
LEGEND

-  EXISTING PROPERTY LINE
-  PLANNED DEVELOPMENT BOUNDARY
-  PLANNED DEVELOPMENT

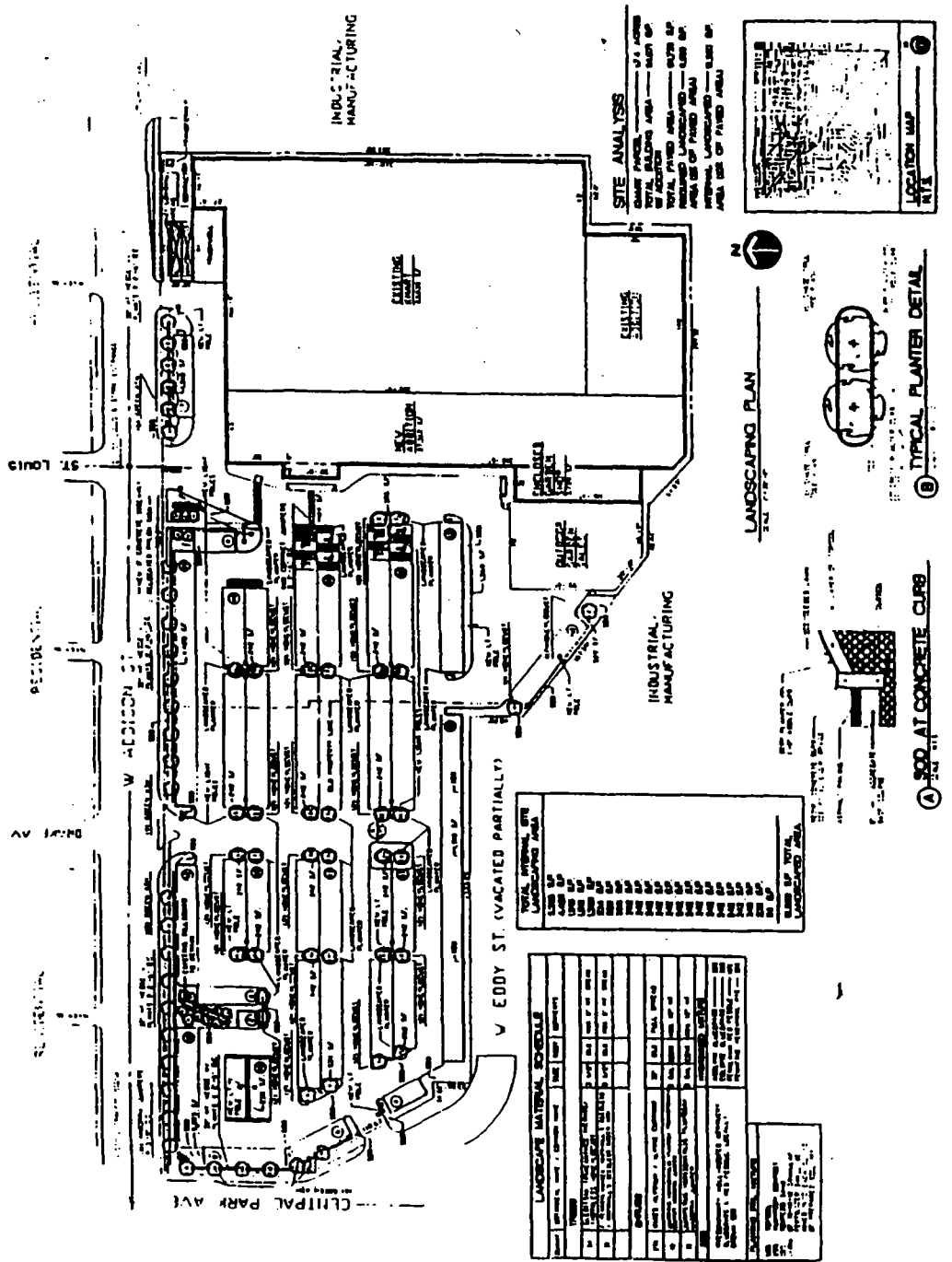
Applicant: *Kornel Corporation
a Michigan Corporation*

Address: 3443-3535 Addison Street, Chicago, Illinois

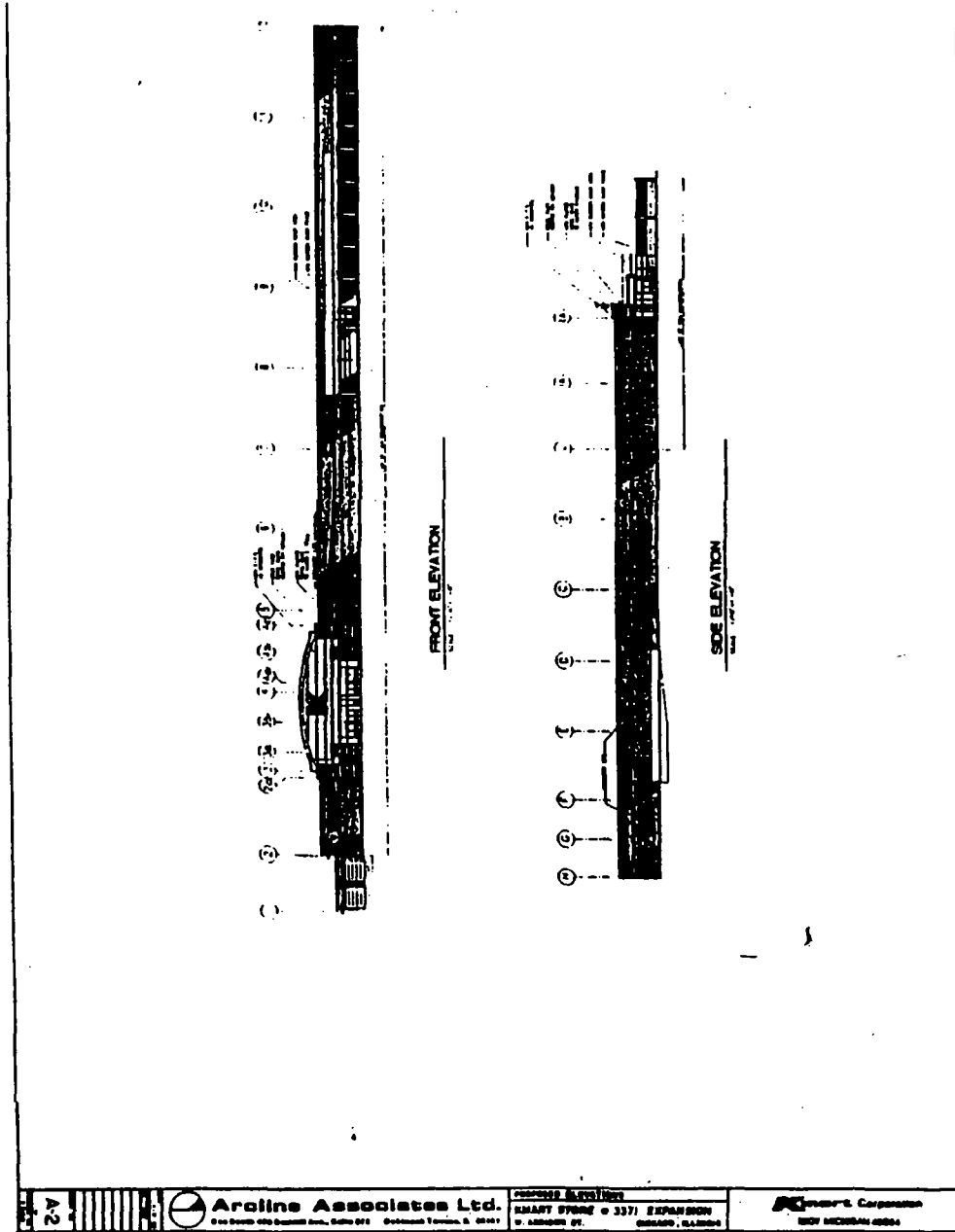
Date: June 10, 1993



Landscape Plan.



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.

Failed To Pass -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY AREA SHOWN ON MAP
NUMBER 5-H.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 14, 1993, pages 35755 and 35756, recommending that the City Council do not pass a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying the area shown on Map Number 5-H.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, 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, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

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.

MISCELLANEOUS BUSINESS.

***Committee Discharged* -- AMENDMENT OF TITLE 17, CHAPTER 10,
SECTION 10.3-1 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) TO REMOVE
RESTRICTION ON LOCATION OF BUILDING
MATERIALS SALES WITHIN M1-1
THROUGH M1-5 RESTRICTED
MANUFACTURING
DISTRICTS.**

Alderman Gabinski moved to *Discharge* the Committee on Zoning from further consideration of a proposed ordinance referred to the committee on June 23, 1993 (Council Journal of Proceedings, page 34763) amending Title 17, Chapter 10, Section 10.3-1 of the Municipal Code of Chicago (the Chicago Zoning Ordinance) to remove the restriction on the location of building material sales within M1-1 through M1-5 Restricted Manufacturing Districts. The motion *Prevailed*.

Thereupon, on motion of Alderman Gabinski, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1: That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is to be amended in Section 10.3-1 by deleting the language in brackets, as follows:

10.3-1 Permitted Uses -- M1-1 to M1-5 Restricted Manufacturing Districts.

- (5) Building Material Sales [, provided use shall not be located within 600 feet of any residential district.]

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

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Ms. Jane Byrne, former Mayor of the City of Chicago; and

One hundred fifty high school and college summer interns from the Mayor's Summer Jobs Program.

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 fourth (4th) day of August, 1993 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fifteenth (15th) day of September, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, September 15, 1993 at 10:00 A.M., in the Council Chambers in City Hall.



DANIEL J. BURKE,
Deputy City Clerk.