

(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--Thursday, October 7, 1993

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

ERNEST R. WISH
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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Alderman Austin.

Call To Order.

On Thursday, October 7, 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, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 41.

Quorum present.

Invocation.

Reverend John T. Richardson, C.M., Chancellor of DePaul University, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE UNITED STATES
ARMY SERGEANT EUGENE WILLIAMS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 7, 1993.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Sergeant Eugene Williams, who was killed in action in Mogadishu, Somalia.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Sergeant Eugene Williams was one of three soldiers killed on September 25, 1993 by Somali guerrilla fighters who launched a rocket-propelled grenade at a U.S. helicopter in Mogadishu, Somalia; and

WHEREAS, Sergeant Williams grew up on the West Side of Chicago, and attended Victor Herbert Elementary School; and

WHEREAS, Sergeant Williams attended Crane High School and in 1985, after graduating, he decided to join the Army; and

WHEREAS, Sergeant Williams had been with the 101st Airborne Division (Air Assault) at Fort Campbell since September, 1992; and

WHEREAS, Sergeant Williams gave his life for his country in the name of peace and humanity, and his brave sacrifice will long be remembered not only by his family and friends, but by people throughout our country; and

WHEREAS, Sergeant Williams is survived by his wife Deanna, and his parents Johnny and Georgia; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this seventh day of October, 1993, do hereby honor the valiant life and memory of Sergeant Eugene Williams; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Sergeant Williams as a token of our sympathy and good wishes.

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by a rising vote.

Rules Suspended -- EXPRESSION OF SUPPORT FOR ILLINOIS
COUNCIL AGAINST HANDGUN VIOLENCE AND
OCTOBER 9, 1993 PROCLAIMED "FIREARM
VIOLENCE PREVENTION DAY IN
CHICAGO".

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 7, 1993.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution urging all citizens to participate in the 11th Annual Rally and Walk Against Handgun Violence, occurring on Saturday, October 9, 1993.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, America leads the world in the number of young people killed by guns. Fourteen children are killed by guns every day; and

WHEREAS, Today, there are 200 million guns in America. Last year, the City of Chicago confiscated more than any other city -- 22,000; and

WHEREAS, We all must work harder to meet our collective responsibility to make our city, our state and our nation a safer, healthier place to live; and

WHEREAS, The City of Chicago's legislative agenda on gun control on both the state and federal levels supports the Brady Bill, assault weapons ban, twenty-five percent firearms and ammunition sales tax and strict liability for handguns and assault weapons; and

WHEREAS, The Illinois Council Against Handgun Violence and the City of Chicago are co-sponsoring the 11th Annual Rally and Walk Against Handgun Violence at the Daley Plaza on October 9, 1993 at 10:00 A.M.; and

WHEREAS, The Walk Against Handgun Violence is yet another opportunity for us to build support for stricter gun control laws; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventh day of October, 1993, support the Illinois Council Against Handgun Violence in its efforts to promote stricter gun control laws for our country; and

Be It Further Resolved, That we call on all residents of the City of Chicago to join the Walk Against Handgun Violence on October 9, 1993; and

Be It Further Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby proclaim October 9, 1993 to be "Firearm Violence Prevention Day In Chicago"; and

Be It Further Resolved, That suitable copies of this resolution be presented to members of the Illinois Council Against Handgun Violence as a token of our esteem.

On motion of Alderman Preckwinkle, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Rules Suspended -- CONGRATULATIONS EXTENDED TO
CHICAGO BULLS SUPERSTAR MICHAEL JORDAN
ON HIS RETIREMENT FROM PROFESSIONAL
BASKETBALL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 7, 1993.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring Chicago Bulls superstar Michael Jordan on the occasion of his retirement from professional basketball.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Chicago Bulls superstar Michael Jordan announced his retirement from professional basketball on Wednesday, October 6, 1993; and

WHEREAS, Michael Jordan, a member of the Chicago Bulls for nine years, is considered to be the greatest basketball player in the history of the game; and

WHEREAS, Jordan excelled in both regular- and post-season play, leading the Chicago Bulls to three straight NBA titles and becoming the Most Valuable Player of the finals for a third straight time; and

WHEREAS, He averaged 35.1 points in the playoffs and leaves the NBA with the highest scoring averages for the regular season (32.3), the playoffs and All-Star games; and

WHEREAS, Jordan also won three regular-season Most Valuable Player awards, was an all-defensive first-team member the last six years, and has two Olympic gold medals; and

WHEREAS, Jordan's accomplishments on the basketball court will always be remembered, but his accomplishments off the court are what truly made him a superstar; and

WHEREAS, Jordan is committed to young people, and has spent many hours quietly working for charities, even setting up his own charitable organization, the Michael Jordan Foundation; and

WHEREAS, As a devoted family man and a leader off the basketball court, Jordan is truly a role model for young people today; and

WHEREAS, Although Chicagoans are saddened by his retirement, we are truly grateful to have had the opportunity to witness his grace and skill on the basketball court first-hand; and

WHEREAS, Although Michael Jordan is no longer a Chicago Bull, he will always be a Chicagoan; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this seventh day of October, 1993, do hereby honor Michael Jordan for his many contributions to the City of Chicago, both on and off the basketball court, and wish him well in his retirement from the NBA; and

Be It Further Resolved, That suitable copies of this resolution be presented to Michael Jordan and his family as tokens of our esteem and admiration.

On motion of Alderman Burke, seconded by Alderman Watson, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- APPOINTMENT OF MR. ALEXANDER VROUSTOURIS
AS INSPECTOR GENERAL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 7, 1993.

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

LADIES AND GENTLEMEN -- I have appointed Alexander Vroustouris as Inspector General for a term ending October 25, 1997.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EVIDENCE OF INTENT TO ISSUE INDUSTRIAL
DEVELOPMENT BONDS FOR ACQUISITION OF SITE
AT 2035 NORTH NARRAGANSETT AVENUE
FOR EXPANSION OF CLOVERHILL
PASTRY-VEND CORPORATION.

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

October 7, 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 evidencing intent to issue Industrial Development Bonds in an amount not to exceed \$7,000,000 for acquisition of a site located at 2035 N. Narragansett Avenue, for the expansion of Cloverhill Pastry-Vend Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF LOAN TO TNI
DEVELOPMENT CORPORATION FOR REFINANCING
AND REHABILITATION OF PROPERTIES
AT 5024 AND 5501 WEST
QUINCY 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

October 7, 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 issuance of a loan to TNI Development Corporation in the amount of \$458,809 for the refinancing and rehabilitation of 24 units of low-income housing located at 5024 and 5501 West Quincy Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO
INTERGOVERNMENTAL AGREEMENT WITH
COOK COUNTY DEPARTMENT OF
HIGHWAYS FOR INSTALLATION
OF WATER MAIN TRAVERSING
CHICAGO RIVER AT WEST
LAWRENCE 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

October 7, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water, I transmit herewith an ordinance authorizing the Mayor and the Commissioner of Water to enter into an intergovernmental agreement on behalf of the City of Chicago with the Cook County Department of Highways whereby the County would install a water main traversing the Chicago River at Lawrence Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO
INTERGOVERNMENTAL AGREEMENT
WITH CHICAGO PARK DISTRICT
FOR INSTALLATION OF
BICYCLE RACKS ON
PARK DISTRICT
PROPERTY.

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

October 7, 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 Commissioner of Transportation, on behalf of the City, to enter into an intergovernmental agreement with the Chicago Park District for the installation of bicycle racks on Park District property.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- RESTRUCTURING OF MEMBERSHIP OF STATE
STREET MALL COMMISSION FOR SPECIAL
SERVICE AREA NUMBER ONE.

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

October 7, 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 restructuring the membership of the State Street Mall Commission for Special Service Area Number One.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- RE-ESTABLISHMENT OF SPECIAL
SERVICE AREA NUMBER FIVE.

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

October 7, 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 re-establishing Special Service Area Number Five.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO NEGOTIATIONS
FOR ACQUISITION OF PROPERTY AT 5929, 5939 SOUTH
ARCHER AVENUE AND 5437 SOUTH
MASSASOIT 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 Aviation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 7, 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 Commissioner

to negotiate for acquisition of property located at 5929 South Archer Avenue, 5939 South Archer Avenue, and 5437 South Massasoit Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred-- AUTHORIZATION FOR SUPPLEMENTAL
APPROPRIATION OF FUNDS NECESSARY
FOR DEPARTMENT OF POLICE.

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

October 7, 1993.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing a supplemental appropriation of funds necessary for the Department of Police.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROPRIATION OF MONIES FROM FUND 925 GRANT FUNDS TO ALLOW HEALTH DEPARTMENT PARTICIPATION IN CREATION OF PILOT PROGRAM TO PROVIDE HEALTH CARE FOR NON-ENGLISH SPEAKING PERSONS.

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

October 7, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Health, I transmit herewith an ordinance appropriating \$8,000 from Fund 925 Grant Funds to allow the Health Department to participate in the creation of a pilot program with the Toledo Department of Health and the Asian Mutual Assistance Program to provide health care to non-English speaking persons.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROPRIATION OF MONIES FROM FUND 925 TO ALLOW HEALTH DEPARTMENT PARTICIPATION IN TANNING FACILITIES INSPECTION PROGRAM.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted

therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 7, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Health, I transmit herewith an ordinance appropriating \$8,000 from Fund 925 to allow the Health Department to participate in the Tanning Facilities Inspection Program for the period July 1, 1993 through June 30, 1994.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SUPPLEMENTAL
APPROPRIATION OF GRANT FUNDS FROM
FEDERAL AND STATE AGENCIES.

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

October 7, 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 authorizing a supplemental appropriation of grant funds from agencies of the federal and state governments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SUPPLEMENTAL
APPROPRIATION OF FUNDS FOR CHICAGO
MORTGAGE CREDIT CERTIFICATE
PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 7, 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 supplemental appropriation of funds for the Chicago Mortgage Credit Certificate Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF AMENDMENT NUMBER ONE TO LINCOLN-BELMONT-ASHLAND REDEVELOPMENT PLAN AND APPROVAL OF SALE OF PARKING LOT NUMBER 33 IN LINCOLN-BELMONT-ASHLAND COMMERCIAL DISTRICT TO LA SALLE BANK LAKE VIEW.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 7, 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 two ordinances approving Amendment No. 1 to the Lincoln-Belmont-Ashland Redevelopment Plan and approving the sale of parking lot No. 33 in the Lincoln-Belmont-Ashland Commercial District to LaSalle Bank Lake View.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF BID PROPOSAL FOR SALE OF CITY-OWNED PROPERTY AT 5741 -- 5759 WEST BELMONT 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

October 7, 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 a bid proposal for the sale of City-owned property located at 5741 -- 5759 West Belmont Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF CITYWIDE
UTILITY ALERT NETWORK AGREEMENT WITH
LOCAL UTILITY COMPANIES.

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

October 7, 1993.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing execution of a Citywide Utility Alert Network Agreement with local utility companies.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR COMMISSIONER OF
HOUSING TO IMPLEMENT HOME INVESTMENT
PARTNERSHIP PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 7, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner of Housing and her designee to enter into all necessary agreements and to perform all acts necessary to implement the HOME Investment Partnership Program, including disbursement of proceeds from the HOME Program to the Chicago Low-Income Housing Trust Fund.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF CHICAGO MORTGAGE CREDIT
CERTIFICATE PROGRAM TO REDUCE APPLICATION
FEE PAID BY PROGRAM PARTICIPANTS.

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

October 7, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance amending the Chicago Mortgage Credit Certificate Program to reduce the application fee paid by program participants.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF REDEVELOPMENT AGREEMENT
WITH VOICE OF THE PEOPLE IN UPTOWN, INC.
FOR CONSTRUCTION OF ADDITIONAL
HOUSING AT 5061 NORTH
WINTHROP AVENUE.

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

October 7, 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 an amendment of the City's redevelopment agreement with Voice of the People in Uptown, Inc., for the construction of an additional six units of single-family housing at 5061 North Winthrop Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACCEPTANCE OF
INDEMNIFICATION AGREEMENT REGARDING
NORTHWESTERN UNIVERSITY
SPECIAL POLICE.

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 Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 7, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing acceptance of an indemnification agreement relating to Northwestern University special police.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

Mr. Ernest R. Wish, 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 ORDINANCE
CONCERNING MOTOR FUEL TAX
FUND PROJECT.

A communication from Mr. Duane P. Carlson, P.E., District Engineer, under the date of September 7, 1993, announcing that the Department of Transportation of the State of Illinois has approved receipt of an ordinance passed by the City Council on February 10, 1993, involving the allocation of Motor Fuel Tax funds for traffic lane maintenance of improved streets, county highways and state highways during year 1993, which was *Placed on File*.

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

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

[Voucher payments printed on pages 38451 through
38453 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on September 15, 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 October 7, 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 September 15, 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.

PUBLICATION OF SPECIAL PAMPHLETS.

*Authorization For Issuance Of City Of Chicago
General Obligation Bonds, Refunding
Series 1993B.*

The City Clerk informed the City Council that the ordinance authorizing the

(Continued on page 38454)

10/7/93

COMMUNICATIONS, ETC.

38451

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	AUG., 1993
Baniassadi, Reza	333 Ontario	Building	Attorney	100	1,350.00	S/M 2,700.00
Coppola, Laura	5408 So. Keller	Building	Clerk II	100	187.00	Settlmnt 187.00
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 3,321.00
Lockhart, Tammaka	60 E. 36th Pl.	Building	Para Legal	100	12.00	P/H 1,194.00
Lollino, Laurie	3550 N. Lake Shore Dr.	Building	Hearing Officer	100	22.00	P/H 3,982.00
Lusk, Lawrence	1350 N. Lake Shore	Building	Hearing Officer	100	22.00	P/H 3,509.00
Panzka, Gerard	3950 No. Lake Shore	Building	Paralegal	100	12.00	P/H 1,644.00
Rosa, Marie	2829 W. Fullerton	Building	Inspector	100	1,208.33	S/M 1,208.33
Davis, Kenneth	4421 No. Meade	Environment	Energy Manager	100	28.00	P/H 2,156.00
Bissing, John	7314 No. Odell	Fire	Fireman	100	4,491.48	Settlmnt 4,491.48
Chychula, Andrij	2241 W. Rice	Fire	Fireman	100	379.22	Settlmnt 379.22
Gemeim, George	2950 No. Gresham	Fire	Fireman	100	87.85	Settlmnt 87.85
Silham, Jeffrey	10760 So. Hoyne	Fire	Fireman	100	12.43	P/H 2,439.39
Alexander, Freddie	7940 So. Ingleside	Health	Consulting	100	27.81	P/H 1,557.36
Anderson, Sylvia	8912 So. Creiger	Health	Consulting	100	27.81	P/H 3,504.06
Badowski, Paul	4501 No. Ashland	Health	Consulting	100	14.76	P/H 2,357.91
Benkowski, Keitha	4318 No. Sheridan	Health	Consulting	100	15.85	P/H 1,220.45
Bolivar, Ivan	4414 No. Artesian	Health	Consulting	100	36.19	P/H 579.04
Boyd, Darlene	3510 So. Rhodes	Health	Consulting	100	12.43	P/H 981.97
Brantley, Beverly	4529 So. Laporte	Health	Consulting	100	7.80	P/H 1,119.30
Brauer, John	4632 Lake Valley	Health	Consulting	100	19.83	P/H 3,747.87
Buckner, John	9114 So. Union	Health	Consulting	100	27.81	P/H 1,557.36
Campbell, Marilyn	655 W. Irving Pk.	Health	Consulting	100	14.50	P/H 2,233.00
Candelas, Jose	2759 So. Drake	Health	Consulting	100	10.80	P/H 2,233.00
Cardoza, Fabiana	3233 W. 60th Pl.	Health	Aids Prevention	100	31.70	P/H 1,822.75
Cavanaugh, Donald	3023 No. Broadway	Health	Consulting	100	15.85	P/H 1,220.45
Cole, Erma J.	325 N. Mason	Health	Consulting	100	33.23	P/H 2,793.00
Coleman, Tiny	11601 So. Longwood	Health	Consulting	100	14.09	P/H 2,522.11
Creamer, Iola	11012 So. Indiana	Health	Consulting	100	17.50	P/H 2,695.00
Davis, Jerrold	5496 S. Hyde Park	Health	Program Director	100	16.25	P/H 959.00
Dillion, Vincent	2660 E. 73rd	Health	Consulting	100	14.76	P/H 1,033.20
Domenico, Louise	1660 No. LaSalle	Health	Consulting	100	16.10	P/H 2,464.83
Duarte, Ren	3550 No. Lake Shore	Health	Consulting	100	19.83	P/H 1,526.91
Dunn, Doris	8402 So. Dante	Health	Consulting	100	29.07	P/H 6,715.17
Edinburgh, Janet	1169 So. Plymouth	Health	Consulting	100	13.43	P/H 1,598.17
Egan, Kathleen	3787 W. Hayford	Health	Consulting	100	28.50	P/H 2,109.00
Espiritu Lucia	6220 W. Grand	Health	Consulting	100	30.67	P/H 2,146.90
Fernandez, Miguel	6441 So. Pulasaki	Health	Aids Prevention	100	10.80	P/H 2,233.00
Figuerola, Allen A.	2209 No. Karlov	Health	Consulting	100	27.81	P/H 3,564.87
Frischmon, John	7012 So. Fairfield	Health	Prog. Audit III	100	1,112.50	S/M 1,142.19
Gibson, Orlach	4229 W. 21st St.	Health	Consulting	100	27.81	P/H 973.35
Gray, Kenneth	11730 So. Oakley	Health	Consulting	100	1,661.10	S/M 5,952.28
Green, Anastasia	3300 No. Lake Shore	Health	Consulting	100		

PERSONAL SERVICES PAID BY VOUCHER AUGUST, 1993

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	AUG., 1993
Guinan, Patrick	175 E. Delaware Pl.	Health	Consulting	100	40.67 P/H	2,602.88
Gumapas, Edwin	2710 W. Berwyn	Health	Medical M.D.	100	50.40 P/H	2,272.48
Harris, Charles	10628 So. Longwood	Health	Consulting	100	53.47 P/H	1,122.88
Harrison, Jeffery	11628 So. Bishop	Health	Clerk III	100	10.80 P/H	1,694.00
Heekin, Kathryn	418 Greenleaf	Health	Consulting	100	7.80 P/H	1,146.00
Hill, Jo Thelma	7935 So. Kingston	Health	Consulting	100	17.13 P/H	2,398.20
Hyderi, Mohammed	625 W. Madison	Health	Consulting	100	53.47 P/H	748.58
Ibarralozza, Marilyn	4850 No. Central Pk.	Health	Consulting	100	15.88 P/H	1,107.63
Indoulina, Carl	8435 W. 99th Terr.	Health	Consulting	100	7.80 P/H	1,146.60
James, Barbara	12035 So. Lafayette	Health	Consulting	100	17.96 P/H	1,571.50
Johnson, Phyllis	1721 W. 99th St.	Health	Consulting	100	27.81 P/H	1,529.55
Johnson, Theresa	8816 So. Union	Health	Consulting	100	12.43 P/H	957.11
Jordan, Barbara	11730 So. Harvard	Health	Consulting	100	15.88 P/H	2,334.36
Karps, Carol	1825 No. Lincoln	Health	Consulting	100	50.00 P/H	1,875.00
Kochan, Ken	954 W. Grace	Health	Consulting	100	53.47 P/H	2,994.32
Koduri, Sudha	5020 No. Newland	Health	Consulting	100	53.47 P/H	1,229.81
Lancaster, Shirley	832 E. 101st St.	Health	Consulting	100	18.88 P/H	2,114.56
Limb, Glenn	850 W. Margate	Health	Consulting	100	27.81 P/H	2,336.04
Little, Vivian	524 E. 88th St.	Health	Consulting	100	32.30 P/H	2,713.20
Lloyd, Lashuen	12357 So. Perry	Health	Aids Prevention	100	14.50 P/H	2,233.00
Manak, Rose	1316 W. Fargo	Health	Consulting	100	27.81 P/H	1,557.36
Mattes, Carol	2680 W. Eastwood	Health	Consulting	100	24.00 P/H	3,120.00
McClinton, Jonnie	5934 W. Huron	Health	Consulting	100	14.76 P/H	4,339.38
McIntyre, Mary	6308 No. Lemai	Health	Consulting	100	22.96 P/H	1,607.20
Mehrpuyan, Tschangis	2 East Oak	Health	Consulting	100	51.67 P/H	5,580.36
Melnyk, Thor	2123 W. Augusta	Health	Consulting	100	40.75 P/H	3,912.00
Mistry, Dhiren	6304 No. Avers	Health	Consulting	100	30.20 P/H	2,869.00
Morales, Jacoba	2822 E. 104th St.	Health	Consulting	100	12.79 P/H	1,547.59
Nelson, Casey	323 Kenlock	Health	Consulting	100	7.80 P/H	978.90
Nichols, Gary	1637 So. Hamlin	Health	Consulting	100	20.00 P/H	2,930.00
Norwood, Geraldine	1302 W. 115th St.	Health	Consulting	100	16.30 P/H	1,450.70
O'Malley, Joan	3913 No. Kildare	Health	Consulting	100	27.80 P/H	2,335.20
Orbach, Hyman	4250 No. Marine Dr.	Health	Consulting	100	48.37 P/H	1,692.95
Pantli, Joseph	1030 No. State	Health	Consulting	100	14.50 P/H	1,218.00
Parker, Virginia	5000 So. Cornell	Health	Consulting	100	37.75 P/H	6,215.03
Phillips, Selena	2249 W. Adams	Health	Consulting	100	12.00 P/H	942.00
Price, Patrick	4850 So. Lake Park	Health	Consulting	100	14.50 P/H	2,233.00
Reed, Don	4438 W. Walton	Health	Consulting	100	14.50 P/H	1,015.00
Ricks, Napoleon	5601 W. Westend	Health	Consulting	100	15.85 P/H	1,204.60
Rodman, Noreen	13445 So. Avenue "K"	Health	Consulting	100	31.70 P/H	2,440.90
Rogers, Mildred	4201 So. Wabash	Health	Consulting	100	12.78 P/H	912.18
Sanford, Augustus	7208 So. Bennett	Health	Aids Prevention	100	10.80 P/H	2,233.00
Schaefer, Ronald	2140 No. Lincoln	Health	Consulting	100	40.72 P/H	4,845.68
Schultz, Donna	1125 W. Wellington	Health	Consulting	100	27.81 P/H	1,946.70

10/7/93

COMMUNICATIONS, ETC.

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PERSONAL SERVICES PAID BY VOUCHER AUGUST, 1993

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	AUG., 1993
Skoubis, William	1330 W. Fargo	Health	Consulting	100	7.80 P/H	1,146.60
Smith, Billie	4230 So. Greenwood	Health	Consulting	100	9.59 P/H	959.00
Smith, Jeanne	8651 So. 87th Ave.	Health	Consulting	100	7.80 P/H	900.90
Smooth, Evelyne	11257 So. Racine	Health	Consulting	100	31.70 P/H	2,884.70
Stadnicki, Jerzy	3000 W. 53rd Pl.	Health	Consulting	100	27.81 P/H	4,282.74
Stewart, Charlean	9138 So. Union	Health	Consulting	100	27.81 P/H	4,213.22
Stewart, David	8949 So. Cregier	Health	Consulting	100	21.88 P/H	3,369.52
Tallud, Rita	5600 No. Sacramento	Health	Consulting	100	40.72 P/H	12,256.72
Tate, Hope	11247 So. Green	Health	Consulting	100	46.50 P/H	2,233.00
Teverbaugh, Rainia	8658 So. Hermitage	Health	Consulting	100	15.85 P/H	665.70
Till, Michele	680 No. Lake Shore	Health	Consulting	100	38.34 P/H	402.57
Underwood, Faith	7736 So. Kingston	Health	Consulting	100	29.07 P/H	3,837.25
Valdez, Michael	2513 W. Winnemac	Health	Consulting	100	14.50 P/H	2,233.00
Ward, Patricia	905 Margate	Health	Consulting	100	27.81 P/H	1,168.02
Washington, Bernice	7021 So. Dante	Health	Consulting	100	12.17 P/H	1,107.47
Wheeler, Helen	3530 W. 80th St.	Health	Consulting	100	24.09 P/H	13,396.16
Winfrey, Givenar	617 W. 107th St.	Health	Consulting	100	14.10 P/H	2,023.35
Woody, Marjorie	1424 E. 90th Pl.	Health	Consulting	100	14.09 P/H	1,944.42
Yarnold, Helen	700 W. Bittersweet	Health	Consulting	100	40.67 P/H	589.92
Zubb, Geradine	5916 No. Nickerson	Health	Consulting	100	27.81 P/H	5,172.66
Murphy, Angela	9436 So. Leavitt	Personnel	Hearing Officer	100	50.00 P/H	700.00
Parchim, Margo	4441 No. Kedkok	Police	Policeman	100	375.00 Setlmnt	375.00
Peeples, Otis	11634 So. Oakley	Police	Policeman	100	5,136.75 Setlmnt	5,136.75
Stasch, Robert	5359 No. Pittsburg	Police	Policeman	100	18,235.75 Setlmnt	18,235.75
Walker, Robert	629 No. Waller	Sts. & San.	Labor	100	18.80 P/H	2,406.40
Hanson, Henry	11847 So. Oakley	Transportation	Eng. I	100	34.16 P/H	119.56
Cabrera, Julio	1040 W. 18th St.	Treasurer	Clerk	100	9.00 P/H	1,386.00

(Continued from page 38450)

issuance of City of Chicago General Obligation Bonds, Refunding Series 1993B, which was considered by the City Council on September 15, 1993, and which was requested to be published in pamphlet form, was published in pamphlet form on October 7, 1993, by being printed in full text in a special pamphlet, 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.

*Authorization For Issuance Of City Of Chicago
General Obligation Bonds, Refunding
Series 1996.*

The City Clerk informed the City Council that the ordinance authorizing the issuance of City of Chicago General Obligation Bonds, Refunding Series 1996 and levy and collection of related annual property taxes, which was considered by the City Council on September 15, 1993, and which was requested to be published in pamphlet form, was published in pamphlet form on October 7, 1993, by being printed in full text in a special pamphlet, published by authority of the City Council in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

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

American National Bank and Trust Company of Chicago, as Trustee, under Trust Number 116920-01 -- to classify as a Business Planned Development instead of a B6-7 Restricted Central Business District the area shown on Map No. 2-E bounded by:

a line 76.62 feet north of and parallel with East Adams Street; a line 153.91 feet east of and parallel with South State Street; East Adams Street; and South State Street.

City of Chicago, Department of Planning and Development -- to classify as a Residential Institutional Cultural Planned Development instead of Residential Institutional Cultural Planned Development No. 184 the area shown on Map No. 15-J bounded by:

West Peterson Avenue; North Central Park Avenue; West Bryn Mawr Avenue; a line 833.0 feet east of and parallel with the east line of North Pulaski Road; a line 583.0 feet north of and parallel with the north line of West Bryn Mawr Avenue; and North Pulaski Road.

Greater Mount Calvary Missionary Baptist Church -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 4-K bounded by:

the public alley next north of and parallel to West 16th Street; a line 46.60 feet east of and parallel to South Kolmar Avenue; West 16th Street; and South Kolmar Avenue.

The Harlem Irving Companies, Inc. -- to classify as a B5-1 General Service District instead of a C4 Motor Freight Terminal District, and to further classify as a Business Planned Development instead of a B5-1 General Service District the area shown on Map No. 8-G bounded by:

West 34th Street; South Iron Street; West 35th Street; and South Justine Street.

Illinois Public Auto Auction, Inc. -- to classify as a C2-5 General Commercial District instead of an M2-5 General Manufacturing District the area shown on Map No. 2-F bounded by:

West DeKoven Street; South Clinton Street; West Grenshaw Street; and South Jefferson Street.

Franciszek Oblazny and Josefa Oblazny -- 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 31.50 feet north of and parallel to West 45th Street; South St. Louis Avenue; West 45th Street; and the public alley next west of and parallel to South St. Louis Avenue.

Norbert Paprzycki and Florence Paprzycki -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 6-G bounded by:

South Eleanor Street; a line 136 feet southwest of and parallel to South Loomis Street; the public alley next southeast of and parallel to South Eleanor Street; and a line 236 feet southeast of and parallel to South Loomis Street.

Edward S. Salomon, c/o John J. Pikarski, Jr. -- to classify as a B2-3 Restricted Retail District instead of a B1-1 Local Retail District the area shown on Map No. 9-H bounded by:

West Roscoe Street; a line 48 feet east of and parallel to North Seeley Avenue; the alley next south of West Roscoe Street; and North Seeley Avenue.

Arthur P. Sundry, Jr., c/o Wigoda and Wigoda -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

a line 144 feet north of West Wabansia Avenue; the alley next east of North Hoyne Avenue; a line 24 feet north of West Wabansia Avenue; and North Hoyne 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:

Acevedo Lina, Albert Greg T., Allstate Ins. Co. (3) James O. Johnson, Anthony McGowan and Joseph Wilcox, Almazan Sidronio, American Ambassador Cas. Co. (2) Kent Davis and Evelyn Whiting, Armstrong Donald A., Arroyo Odette;

Bell Howard W., Bell Willie L., Bennett Derrick W., Benson Mark B., Benton Ora, Birger Leonid, Blake Charles L., Bollinger Matthew, Bousheh Ghattas, Boyland Daisy, Bresnahan Kathleen M., Bruce Thelma L., Burgos Celestina L.V., Burke Angelenette;

Calderon Javier and Maria E., Campin Richard A., Coleman Larry D., Collins Elsie R., Conor Anna, Cortez Lisa M., Cothran Sybil H., Country Mutual and Robert Shaver, Custer Christian J.;

Dedes Dean A., DiVita Salvatore, Dorado David G.;

Eckholm Marion, Economy Fire and Casualty and Ann and Marie Bertolami, Edwards Mandy L., Evans Mary Jo;

Ford Richard J., Fortenberry Irvin C.;

Gardner Elorse C. Jr., Goldman Eddie, Good Hope Missionary Baptist Church, Griffith Weston H. Jr., Grimm Peter;

Hall Russell G., Hanover Chicago and ALZ, Inc. and Anton Zirkelbach, Harris Ocie L., Haynes Theresa M., Hill Nessie N., Hudson Edward L.;

Illinois Fair Plan Assoc. and Edna Trotter;

Jackson Betty J., Joens Beth E., Joesel Robert R., Johnson Alnease J., Jones Ricko C.;

Kaczmarzski Tomasz, Katz Brian M., Kearney Michael F., Kim Sunyoo, King Larry S., Krampac Kazimir, Kroll Ted;

Landini Derrick J., Lee James Y., Lewaniak Eugene F., Lewis Carmella, Li Ming, Lowe Melissa K., Lynch Thomas E.;

Mahon William M., Martin Oswald I., McCaughey Terry/doing business as Thrifty Rent-A-Car, Meisa Carlos T., Meltzer Robert, Meredik Henry R., Metallo Robert L., Miner Joan J., Mingelgrin Anna, Misch Mark T., Mitchell Ernest, Molina Deanna, Morris Juanita, Moy Bor-Hoi;

Osenberg Dieter D.;

Page Henry J., Payne Carolyn S., Pena Beverly, Phason Arthur D., Powell Mamie R.;

Radding Michael F., Richardson Cathryn C., Rodriguez Guadalupe, Rodriguez Roger J., Romine James H., Rosa Victor, Ross Dwayne F., Ryder Systems, Inc.;

Salvatore Nadia, Scottsdale Ins. Co. and George Annov and Pappio Koulodouros/doing business as Cousins Restaurant, Seinberg (Stonik) Louise M. B., Serrato Eva S., Sexton Peter P., Shields Rochelle, Siegel Eric D., Simoneit Edgar H., Sindlinger Susan B., Smith Michael and Sean Kindle, Soto Angel M., State Farm Ins Co. (8) Ronald and Rosalind Bowden, Eugene Grim, Louis Hildebrandt, Robert Kritzer, Melanie Novak, Monyette Rollins, Jose L. Vazquez and Jerzy Wysocki, Sullivan Deborah C.;

Thompson John L. Sr., Titsworth Ronald, Tucker Judy;

Ursery Durwin;

Verschuur Mark L., Vishny Michele;

Wade Johnny E., Walker Kirk P., Weeden Marshall, Wellek Jeffrey A., Williams Yvonne;

Xu Heng;

Zayyad Omar.

FLOOD CLAIMS.

Edwards Willie;

Taylor Earnest L.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
RESIDENTIAL PERMIT PARKING ZONE 23 ON 5400
BLOCK OF SOUTH MILLARD AVENUE.

A communication from Messers. Felipe Garcia and Mel J. Keiffer proposing an amendment of previously passed ordinances which designated portions of various streets for inclusion in Residential Permit Parking Zone 23 by striking those designations and inserting in lieu thereof: "South Millard Avenue, from West 54th Street to West 55th Street", which was *Referred to the Committee on Traffic Control and Safety*.

Rules Suspended -- COMMEMORATION OF WRITER FINLEY PETER
DUNNE ON CENTENNIAL CELEBRATION OF HIS CHARACTER
MARTIN DOOLEY AND OCTOBER 7, 1993
PROCLAIMED "MARTIN DOOLEY
DAY" IN CHICAGO.

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

The following is said proposed resolution:

WHEREAS, One hundred years ago, Finley Peter Dunne introduced the famed character, Martin Dooley, bartender/philosopher from the south side neighborhood of Bridgeport; and

WHEREAS, The Chicago City Council has been informed of this historic centennial celebration by Aldermen Edward M. Burke and Virginia A. Rugai; and

WHEREAS, A seasoned political reporter, Finley Peter Dunne began writing his weekly Irish dialect columns for the *Chicago Evening Post* in October 1893, and, through Martin Dooley, created a full picture of Irish-American working class urban life; and

WHEREAS, Through the "philosopher of Archey Road", Mr. Dunne examined the customs, habits, and attitudes of Chicago's Bridgeport neighborhood and critiqued the political and social happenings of the day; and

WHEREAS, Immensely popular and admired for his resourcefulness, quick wit and his common sense, Mr. Dunne wrote hundreds of Martin Dooley columns and, by 1900, was one of the country's most popular figures in American journalism; and

WHEREAS, Mr. Dunne always will be remembered for his wisdom, keen political and social satire and his great contributions to American literature; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of October, 1993, do hereby commemorate Finley Peter Dunne on the centennial celebration of Martin Dooley's debut in the United States and extend our best wishes to the South Side Irish Parade and Heritage Foundation and the Dooley Centennial Committee on their year-long recognition of Finley Peter Dunne's Martin Dooley; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jessica Dunne, granddaughter of Finley Peter Dunne, and that October 7, 1993 be declared "Martin Dooley Day" in Chicago.

On motion of Alderman Rugai, seconded by Alderman Burke, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 3 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF CHAPTER 68 ENTITLED "CHICAGO ANTI-APARTHEID ORDINANCE".

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of

and action upon a proposed ordinance presented by Alderman Burke and Alderman E. Smith. The motion *Prevailed*.

The following is said proposed ordinance:

WHEREAS, The City of Chicago enacted an ordinance which placed restrictions and imposed sanctions on persons doing business with South Africa; and

WHEREAS, The City of Chicago enacted such ordinance in order to take a stand against apartheid; and

WHEREAS, Nelson Mandela of the African National Congress has called for an end to economic sanctions on his country; and

WHEREAS, South Africa's parliament has approved a transitional council giving the country's black majority its first legitimate role in governing; and

WHEREAS, Several other American cities, such as New York, Los Angeles and Detroit have all passed resolutions repealing their South African sanctions; and

WHEREAS, The President of the United States and Congress have responded by taking immediate steps aimed at lifting the remaining U.S. economic sanctions on South Africa; and

WHEREAS, South Africa's new goal to create a united, democratic, nonracial and nonsexist country requires the United States to move rapidly in lifting economic sanctions and mobilizing investments to assist the lagging South African economy; now, therefore,

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by deleting Chapter 3-68 in its entirety.

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

On motion of Alderman Burke, the foregoing proposed ordinance was *Referred to the Committee on Finance*.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY AT 12530 SOUTH STONY ISLAND 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, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) Tax Incentive Classification for the property located at 12530 South Stony Island Avenue pursuant to the Cook County Real Property Classification Ordinance, 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, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County 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, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, The Illinois International Port District is the owner of the property commonly known as 12530 South Stony Island Avenue, Chicago, Illinois (hereinafter referred to as the "subject property"), and intends to lease the property to Steel Coils, Inc. who will construct thereon a pre-engineered building of approximately 80,000 square feet 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 Steel Coils, Inc., and used for the processing of steel and metal products; and

WHEREAS, The granting of Class 6(b) tax incentives for the subject property is necessary for the execution of the intended construction; and

WHEREAS, The execution of these improvements 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 Number for the subject property is 25-26-600-001-8019; 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 aforementioned property; and

SECTION 3. The Clerk of the City of Chicago is authorized 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.

PROPERTY AT 2845 WEST 48TH PLACE 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, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) Tax Incentive Classification for the property located at 2845 West 48th Place pursuant to the Cook County Real Property

Classification Ordinance, 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, Haitcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County 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, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Western Piece Dyers & Finishers is the owner of the property commonly known as 2845 West 48th Place, Chicago, Illinois (hereinafter referred to as the "subject property"), and intends to carry out extensive rehabilitation of existing structures and make suitable for use unused and under utilized structures and expand improvements on the subject property

in the expectation that the subject property will be eligible for Class 6(b) incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property will be occupied by Western Piece Dyers & Finishers, and used for textile manufacturing; and

WHEREAS, The granting of Class 6(b) tax incentives for the subject property is necessary for the execution of the intended improvements; and

WHEREAS, The execution of these improvements 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: 19-12-101-034-0000, 19-12-101-039-0000 and 19-12-101-052-0000; 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 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 Tax Numbers: 19-12-101-034-0000, 19-12-101-039-0000 and 19-12-101-052-0000; and

SECTION 3. The Clerk of the City of Chicago is authorized 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 AGREEMENT WITH
MICHIGAN AVENUE STREETScape ASSOCIATION
FOR LANDSCAPING OF MICHIGAN AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement with the Michigan Avenue Streetscape Association concerning the landscaping of Michigan 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Michigan Avenue is an important thoroughfare in the City of Chicago which has been the center of significant real estate development in recent years; and

WHEREAS, The Michigan Avenue Streetscape Association desires to improve the appearance of Michigan Avenue between Oak Street and Roosevelt Road by making certain landscaping improvements in the public way; and

WHEREAS, The City desires to assist the Association in making the landscaping improvements in the public way; now, therefore,

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

SECTION 1. The Mayor or his proxy is authorized to execute on behalf of the City of Chicago, subject to the approval of the Corporation Counsel, an agreement for landscaping Michigan Avenue, which agreement shall be substantially in the form attached hereto.

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

Agreement attached to this ordinance reads as follows:

This Agreement is made on or as of the ___ day of _____, 1993, by and between the City of Chicago, an Illinois municipal corporation ("City") having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and the Michigan Avenue Streetscape Association, an Illinois not-for-profit corporation ("Association"), having its principal offices at 111 West Washington Street, Suite 2020, Chicago, Illinois 60602.

Recitals.

Whereas, Michigan Avenue is an important thoroughfare in the City of Chicago which has been the center of significant real estate development in recent years; and

Whereas, The Association is an Illinois not-for-profit corporation whose members include property owners, tenants, managers and property associations located in the Michigan Avenue area, between Oak Street and 13th Street; and

Whereas, The City and the Association desire to improve the appearance of Michigan Avenue by making certain landscaping improvements in the right-of-way;

Now, Therefore, In consideration of the mutual promises and obligations herein contained and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.

Incorporation Of Recitals.

The above recitals are expressly incorporated herein and made a part of this Agreement.

Section 2.

Construction Of Planters.

The City agrees, at its sole cost and expense, to construct thirty (30) planters to be placed in the Michigan Avenue right-of-way at various locations between Oak Street on the north and Roosevelt Road on the south in accordance with those certain plans prepared by Solomon, Cordwell, Buenz & Associates dated February 12, 1993. The City shall use its best efforts to complete the construction on or before October 15, 1993. The parties acknowledge and agree that the cost of such construction shall be approximately \$330,000.

Section 3.

Initial Landscaping.

The City agrees, at its sole cost and expense, to initially plant various shrubs, flowers and plants in the various planters to be erected in the Michigan Avenue right-of-way. The City agrees to use its best efforts to complete the initial landscaping on or before November 1, 1993. The parties acknowledge and agree that the cost of such initial landscaping shall be approximately \$50,000. The City shall assign to the Association any and all warranties and guaranties received by the City relating to the initial landscaping so as to assist the Association in performing its obligations under Section 4, below.

Section 4.

Maintenance.

4.01 City's Obligations.

The City agrees to maintain, restore, repair, reconstruct or replace the planters including foundation, structure, drainage and insulation systems and any other non-landscaping elements at its sole cost and expense, provided that funds are available for such work.

4.02 Association's Obligations.

Upon completion of the initial landscaping by the City, the Association agrees, at its sole cost and expense, to maintain the landscaping along Michigan Avenue in the planters described in Section 2, above, for a period of not less than twenty (20) years. The Association's maintenance obligations shall include, but not be limited to:

- A. replacement of dead or diseased plants with plants appropriate in hardiness and size, subject to the approval of the City's Bureau of Forestry, not less than once a year;
- B. planting of seasonal plants and flowers not less than three (3) times per year;
- C. removal or pruning of shrubs which the City notifies the Association in writing pose a hazard to motorists or pedestrians utilizing the thoroughfare;
- D. upkeep of the planters and the surrounding areas in a sightly and litter-free condition; and
- E. performance of any other landscaping activity, including, but not limited to, the watering, fertilizing and weeding of the planters, which will ensure that the planters will remain in a sightly condition through the year.

4.03 Protection Of The Public.

The parties agree to conduct all activities in the right-of-way so as not to unreasonably interfere with pedestrian or vehicular traffic.

4.04 Permits.

The Association shall obtain, or cause to be obtained, all necessary permits required by the City or other governmental body prior to undertaking any work. The City agrees to assist the Association in obtaining any necessary permits.

Section 5.

Association Funds.

The Association agrees to use its best efforts to maintain an annual budget of not less than One Hundred Fifty Thousand Dollars (\$150,000) to fulfill its maintenance obligations set forth in Section 4, above.

Section 6.

Supervision By City.

The City shall designate a representative who shall act on behalf of the City with respect to all activities contemplated by this Agreement. Initially, the City's representative shall be Timothy Martin of the Department of Transportation. The City shall have the right to monitor and verify the Association's compliance with the terms of this Agreement. In order to assist the City in monitoring the work to be performed by the Association, a designated representative shall be appointed by the Association. Initially, the Association's designated representative shall be Mary E. Lambert of the Lambert Property Group, Inc.. From time to time, the City and the Association may designate replacement representatives by giving written notice thereof to the other party in the manner specified in Section 13, below.

Section 7.

Insurance Requirements.

The Association shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense, the types and amounts of insurance specified below. The policy or policies shall be with insurance companies authorized to do business in the State of Illinois, and shall remain in effect

during the term of this Agreement. The policies shall provide for sixty (60) days prior written notice to be given to the City's Risk Manager in the event that coverage is substantially changed, cancelled or not renewed. Prior to the commencement of any work by the Association, the Association shall deliver to the City duplicate policies or certificates of insurance evidencing compliance herewith.

(a) Worker's Compensation and Occupational Disease Insurance. Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all persons who are to provide any work on behalf of the Association under this Agreement. Employer's liability coverage with limits of not less than \$500,000 each accident or illness shall be included.

(b) Commercial Liability Insurance. Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operation, independent contractors, explosion, collapse, underground, and contractual liability coverage are to be included. The City shall be named as an additional insured.

(c) Automobile Insurance. When any motor vehicles are used in connection with the work to be performed by the Association, the Association 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 shall be named as an additional insured.

Section 8.

Indemnification.

8.01 Association's Indemnity.

The Association agrees to defend, indemnify, keep, save and hold harmless the City, its agents, officials and employees, against all claims, suits or judgments, costs or expenses, including attorney's reasonable fees, resulting from, arising out of, or caused by the Association's performance of this Agreement, except for and solely to the extent that any claim, suit or judgment results from or is directly caused by the negligence or intentionally tortious act or omission of the City, its agents, officials, and employees. The Association and its members agree to waive and release the City from all claims against the City for personal injury or property damage sustained by the Association and its members arising out of or related to the Association's and its members' use of the public way. The City agrees to

pursue its remedies under the insurance policies specified in Section 7, above, prior to enforcing its remedies under this Section. This indemnification shall survive any termination of this Agreement and is not limited to the insurance provided under Section 7, above.

8.02 Contractors' Indemnity.

The Association shall include in all its contracts for the performance of the Association's work hereunder, provisions equal to those set forth in Section 8.01, above, for the protection of the City.

8.03 City's Indemnity.

The City agrees to defend, indemnify, keep, save and hold harmless the Association, its agents, members, officers, directors and employees, against all claims, suits or judgments, costs or expenses, including reasonable attorney's fees resulting from, arising out of, or caused by the City's negligence, or intentionally tortious act or omission. This indemnification shall survive any termination of this Agreement.

Section 9.

Breach And Remedies.

In the event that the Association defaults in or otherwise fails to perform any of its obligations set forth in this Agreement, the Association, upon written notice from the City, shall proceed to immediately cure or remedy such default. If the breach is not cured within thirty (30) days after receipt of such notice, the City shall have the right to perform the work, and to charge the Association for its costs associated therewith. The Association agrees to immediately reimburse the City for all costs included by the City as a result of the Association's noncompliance with the terms of the Agreement. In addition to the foregoing remedy, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion, including but not limited to, a proceeding to compel specific performance by the Association. The City reserves the right to terminate this Agreement, with or without cause, at any time after the first anniversary of the date of this Agreement without the consent of the Association.

Section 10.

Compliance With Laws.

10.01 The Association shall comply, and shall cause all contractors to comply, with all applicable federal, state and local laws, ordinances, rules, regulations, and executive orders, including, but not limited to, the requirements of: the Anti-Bribery Prohibition, Section 2-92-320 of the Municipal Code of Chicago; the "Disclosure of Ownership Interest in Entities" ordinance, Chapter 2-154 of the Municipal Code of Chicago; Chapter 2-56 of the Municipal Code of Chicago concerning the Inspector General; Section 2-92-320 of the Municipal Code; the act giving preference to veterans, 330 ILCS 55/0.01, et seq.; those acts relating to anti-collusion and state tax delinquency, 720 ILCS 5/33 E-3 and 4, and 65 ILCS 5/11-42.1-1; the act relating to prevailing wages, 820 ILCS 130/0.01, et seq.; and the M.B.E./W.B.E ordinance, Section 2-92-420, et seq., of the Municipal Code of Chicago; all of which requirements shall be incorporated herein by reference in connection with the work to be performed hereunder.

(a) Anti-Scofflaw. The Association hereby represents and warrants that it is not, and shall cause its contractors to represent and warrant that they are not, in violation of Section 2-92-380 of the Municipal Code of Chicago.

(b) Ethics. The Association hereby represents and warrants that it is not, and shall cause its contractors to represent and warrant that they are not, in violation of Chapter 2-156-080 of the Municipal Code of Chicago. Any contract negotiated, entered into or performed in violation of said chapter shall be invalid and without any force whatsoever.

(c) Anti-Apartheid. In connection with any maintenance obligations, the Association shall comply, and shall cause its contractors to comply, with Chapter 3-6 of the Municipal Code of Chicago (as applicable) and the regulations issued pursuant thereto subject to any waivers or exceptions which are permissible thereunder. In addition, the Association shall execute and shall cause its contractors to execute an affidavit in a form provided by the City. The Association understands and acknowledges that City may declare a default and terminate all existing contracts with the Association if the Association 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 operations in, or trading with any private or public entity located in South Africa; and (iii) the sale or transfer 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 City may have under this Agreement, at law or in equity, and shall entitle City to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy. Further, the Association understands and acknowledges that any person who violates any provisions 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.

10.02 During the performance of any maintenance under this Agreement, the Association agrees, and shall cause its contractors to agree, as follows:

(a) it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability to perform, or any unfavorable discharge from military service, and it will examine all job classifications to determine if minority persons or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization;

(b) if it hires additional employees in order to perform under this Agreement or any portion thereof, it shall determine the availability (in accordance with the rules and regulations of the Illinois Department of Human Rights (the "Department")) of minorities and women in the area(s) from which it may reasonably recruit and it shall hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;

(c) in all solicitations or advertisements for employees placed by it or on its behalf, it shall 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 to perform, or an unfavorable discharge from military service;

(d) it shall send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreements or understandings, a notice advising such labor organization or representative of the Association's obligations under the Illinois Human Rights Act and the Department's rules and regulations and if any such labor organization or representative fails or refuses to cooperate with the Association in its efforts to comply with such act and rules and regulations, the Association shall promptly so notify the City and will

recruit employees from other resources when necessary to fulfill its obligations thereunder;

(e) it shall submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be reasonably requested by City, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations; and

(f) it shall permit access to all relevant books, records, accounts and the Improvements by personnel or authorized representatives of City for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.

The Association acknowledges, and shall cause its contractors to acknowledge, that in the event of its non-compliance with the provisions of the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.), or the rules and regulations of the Department, the Association or its contractors 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 cancelled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statutes or regulations.

10.03 The Association shall complete, and shall cause its contractors to complete, such certifications and affidavits as may be necessary in compliance with this Section 10.

Section 11.

Equal Opportunity.

The Association, in performing any maintenance under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, mental or physical handicap unrelated to ability to perform, sex, sexual preference, marital status, ancestry or national origin, nor otherwise commit an unfair employment practice. The Association shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, creed, color, religion, age, mental or physical handicap unrelated to ability to perform, sex, sexual preference, marital status, ancestry or national origin. The Association agrees that no person shall, on the grounds of race, creed, religious belief, age, sex, sexual preference,

marital status, citizenship as applicable, political affiliation, national origin or ancestry, physical or mental handicap, or unfavorable discharge from military service, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Section 12.

Miscellaneous Provisions.

12.01 Not A Joint Venture.

Nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Association, or as constituting the Association or any officer, employee or agent thereof as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

12.02 Non-liability Of Public Officials.

The Association agrees, and shall cause each of its contractors to agree, that no official, employee or agent of the City shall be personally liable to the Association or any of its contractors because of the City's execution, attempted execution, termination, or breach of this Agreement.

12.03 Entire Agreement.

This Agreement shall constitute the entire Agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.

12.04 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

12.05 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 or law or public policy, or for any other reason, such circumstances shall not have the effect of rendering any other provision or provisions herein contained invalid, 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 affect the remaining portions of this Agreement or any part hereof.

12.06 Headings.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

12.07 Successors And Assigns.

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

12.08 Assignability Of Agreement.

The rights and obligations created under this Agreement shall not be assigned by either the Association or the City without the prior written consent of the other party.

12.09 Amendments.

No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

12.10 Time Of Essence.

Time is of the essence of this Agreement. The time within which any act shall be performed or notice given under this Agreement shall be calculated by excluding the first day and including the last, unless the last day is a Saturday, Sunday or holiday (as defined under the laws of the City of Chicago), in which case said day shall also be excluded and the time for performance extended until the next succeeding business day. If either the

City or the Association cannot reasonably satisfy any act to be performed by it under this Agreement within the time set forth in this Agreement as a result of labor matters, weather, unavailability of materials, Acts of God or other events or circumstances beyond the reasonable control of such party, then, provided the delayed party gives notice to the other party in accordance with Section 13 hereunder, the time for performance shall be extended so long as such party diligently and continuously continues to attempt to complete such performance.

12.11 Consents And Approvals.

Whenever the City or the Association requests the consent or approval of the other party in connection with this Agreement, such other party shall not unreasonably withhold, condition or delay such consent or approval. Any disapproval or withholding of consent must state in writing the reasons for such disapproval of the other party in connection with this Agreement and such approval or consents shall be given or denied in writing within thirty (30) business days from the date of the making of such request.

12.12 Agency.

In no event and under no circumstances shall the City be deemed to be an agent for the Association. In no event and under no circumstances shall the Association be deemed to be an agent for the City.

Section 13.

Notices.

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If To City:

Department of Transportation
320 North Clark Street
Chicago, Illinois 60610
Attention: Commissioner

With A Copy To: Department of Law
City Hall, Room 610
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Real Estate Division

If To Association: Michigan Avenue Streetscape
Association
c/o Mary E. Lambert
Lambert Property Group, Inc.
Suite 2020
111 West Washington Street
Chicago, Illinois 60602

With A Copy To: Mr. Michael P. Morrison
Hopkins & Sutter
Suite 4200
Three First National Plaza
Chicago, Illinois 60602

Notices delivered by mail shall be deemed effective three (3) calendar days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Section 14.

Liability Of The Association.

The City acknowledges that the Association is a corporation and that the Association has no power or authority to bind any of its members. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that none of the Association's covenants, agreements, undertakings or other obligations are intended or made as personal covenants, agreements, undertakings or other obligations of the Association's members, directors, officers, agents, employees, servants or representatives, and that any and all claims relating to liability for damage, breach or non-performance by the Association shall be made solely against the Association in its corporate capacity and shall be collectible solely out of assets owned by the Association, or pledged hereunder, and not by any of its members, directors, officers, agents, employees, servants or representatives.

Section 15.

Authority.

15.01 Execution By City.

Execution of this Agreement by the City has been authorized by an ordinance passed by the City Council of the City of Chicago on _____ (Council Journal of Proceedings, page _____).

15.02 Execution By Association.

Execution of this Agreement by the Association has been authorized by corporate resolution on _____. The signatures of each person signing on behalf of the Association have been made with complete and full authority to commit the Association to all of the terms and conditions of this Agreement.

In Witness Whereof, The parties have executed this Agreement at Chicago, Illinois, as of the date first written above.

Michigan Avenue Streetscape Association, an Illinois not-for-profit corporation

City of Chicago, an Illinois municipal corporation

By: _____

By: _____
Richard M. Daley, Mayor

Title: _____

Attest: _____
Ernest R. Wish, City Clerk

Approved As To Form And Legality:

Attest: _____

Assistant Corporation Counsel

Title: _____

AMENDMENT OF MASTER INDENTURE OF TRUST
SECURING CHICAGO O'HARE INTERNATIONAL
AIRPORT SECOND LIEN OBLIGATIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending the Master Indenture under which Chicago O'Hare International Airport Second Lien Revenue Bonds are issued, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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, a municipal corporation and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (the "City"), has previously issued its Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds, 1984 Series A and B, 1988 Series A and B and 1993 Series A and B, currently outstanding in the aggregate principal amount of \$386,690,000 (the "Prior Second Lien Revenue Bonds"); and

WHEREAS, By ordinance duly adopted by this City Council on July 14, 1993, this City Council has authorized the issuance of additional Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds, 1993 Series C-1 and C-2 (the "1993 Series C Bonds"), in an aggregate principal amount of not to exceed \$630,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1993 Series C Bonds (not to exceed 10% of the principal amount thereof); and

WHEREAS, The City may hereafter issue additional Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds (the "Additional Second Lien Revenue Bonds"); and

WHEREAS, The Prior Second Lien Revenue Bonds, the 1993 Series C Bonds and the Additional Second Lien Revenue Bonds are referred to herein collectively as the "Second Lien Bonds"; and

WHEREAS, Each such series of Second Lien Bonds is or will be issued under and is or will be secured by a Master Indenture of Trust Securing Chicago-O'Hare International Airport Second Lien Obligations, dated as of September 1, 1984 (the "Master Indenture"), between the City and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), and a Supplemental Indenture securing Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds between the City and the Trustee; and

WHEREAS, It is necessary and desirable to authorize the proper officers of the City to execute and deliver an amendment to the Master Indenture setting forth certain requirements with respect to the issuance by the City of any series of Additional Second Lien Revenue Bonds; and

WHEREAS, There has been presented to this meeting a form of Amendment No. 1 to Master Indenture (the "Master Indenture Amendment") providing the amendment described above authorized to be executed and delivered by the City and the Trustee; now, therefore,

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

SECTION 1. The form, terms and provisions of the Master Indenture Amendment be, and it hereby is, in all respects approved. The City Comptroller of the City be, and hereby is, authorized to execute, and the City Clerk of the City be, and hereby is, authorized to attest and to impress the official seal of the City on the Master Indenture Amendment in the name and on behalf of the City, and thereupon to cause the Master Indenture Amendment to be delivered to the Trustee. The Master Indenture Amendment is to be in substantially the form presented to and before this meeting and hereby approved, or with such changes therein as shall be approved by the officer of the City executing the Master Indenture Amendment, such officer's execution thereof to constitute conclusive evidence of such officer's approval and the approval of this City Council of any and all changes or revisions therein from the form before this meeting. From and after the execution and delivery of the Master Indenture Amendment, the officers, officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents, as may be necessary to carry out and comply with the provisions of the Master Indenture Amendment. A copy of the Master Indenture Amendment shall be placed in the official records of the City and shall be available for public inspection at the principal office of the City. Nothing contained in this authorizing ordinance shall obligate the City Comptroller to execute and deliver the Master Indenture Amendment if the City Comptroller determines that the execution and delivery of the Master Indenture Amendment would not be in the best financial interest of the City.

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

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

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

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

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

SECTION 7. This authorizing ordinance shall be in full force and effect upon its adoption as by law provided.

Amendment No. 1 to Master Indenture, dated October 1, 1993 and attached to this ordinance, reads as follows:

Amendment No. 1 To Master Indenture

Between

City Of Chicago, Illinois,

As Issuer

And

American National Bank And Trust Company Of Chicago,

As Trustee

Dated As Of [October 1, 1993].

This Amendment No. 1 to Master Indenture, dated as of [October 1, 1993] (the "Master Indenture Amendment"), between the City of Chicago, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "City"), and American National Bank and Trust Company of Chicago, a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, with its principal corporate trust office in Chicago, Illinois, as trustee (the "Trustee");

Witnesseth:

Whereas, The City has previously issued its Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds, 1984 Series A and B, 1988 Series A and B, and 1993 Series A and B currently outstanding in the aggregate principal amount of \$ _____ (the "Prior Second Lien Revenue Bonds"); and

Whereas, The City has issued Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds, 1993 C-1 and C-2, in an aggregate principal amount of \$ _____ (the "1993 Series C Bonds"); and

Whereas, The City may hereafter issue additional Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds (the "Additional Second Lien Revenue Bonds"); and

Whereas, The Prior Second Lien Revenue Bonds, the 1993 Series C Bonds and the Additional Second Lien Revenue Bonds are referred to herein collectively as the "Second Lien Bonds"; and

Whereas, Each series of Second Lien Bonds is or will be issued under and is or will be secured by a Master Indenture of Trust Securing Chicago-O'Hare International Airport Second Lien Obligations, dated as of September 1, 1984 (the "Master Indenture"), between the City and the Trustee, and a Supplemental Indenture Securing Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds between the City and the Trustee;

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

Article I.

Definitions.

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

Article II.

Amendments Of Master Indenture.

Section 2.01 Amendment Of Section 206 Of Master Indenture.

Section 206 of the Master Indenture is amended to read as follows:

"Section 206. Conditions Precedent to Delivery of any Series. Second Lien Obligations of any Series shall be executed by the City and delivered to the Trustee or the Paying Agent and thereupon shall be authenticated by the Trustee or the Paying Agent and delivered to the City or upon its order, but only following the receipt by the Trustee of:

- (a) a copy of an ordinance adopted by the City Council, certified by the City Clerk, authorizing the execution and delivery of the Supplemental Indenture referred to in Section 205;
- (b) a Counsel's Opinion to the effect that (i) this Indenture and such Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms; (ii) this Indenture and such Supplemental Indenture create the valid pledge of Second Lien Revenues, moneys and securities which they purport to create; and (iii) upon the execution, authentication and delivery thereof, the Second Lien Obligations of such Series will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, this Indenture and such Supplemental Indenture;
- (c) a written order as to the delivery of such Series, signed by an Authorized Officer and stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of such Series and (ii) that no Event of Default has occurred and is continuing under this Indenture;
- (d) an executed counterpart of the Supplemental Indenture referred to in Section 205;
- (e) a Certificate stating that Annual Second Lien Debt Service on such Series and on any Section 208 Obligations being incurred in connection with the issuance of such Series in each year such Series or such Section 208 Obligations, if any, are Outstanding constitutes "General Airport Revenue Bond Debt

Service" as such term is defined in the Airport Use Agreements and may be included by the City in the relevant calculations of Airport Fees and Charges;

- (f) if Majority-in-Interest approval is required by the Airport Use Agreements for the issuance of such Series, a Certificate stating that such approval has been obtained;
- (g) a Certificate of an Independent Accountant stating in the last Fiscal Year next preceding the issuance of such Series with respect to which the City has completed the annual audit report required under Section 409 Net Revenues for Calculation of Coverage satisfied the covenant contained in Section 404(b) with respect to such Fiscal Year;
- (h) a Certificate of the Independent Airport Consultant setting forth estimates of Revenues and Operation and Maintenance Expenses and other amounts required to be deposited into the funds and accounts created under the General Airport Revenue Bond Ordinance and this Indenture for each of the three (3) Fiscal Years following completion of the Capital Project financed by such additional Second Lien Obligations, or if there is more than one such Capital Project the Capital Project scheduled to be last completed, and demonstrating that the Net Revenues for Calculation of Coverage in each such Fiscal Year shall be not less than that required under Section 404(b) of this Indenture; and
- (i) such further documents and moneys as are required by the provisions of Article VII or any Supplemental Indenture."

Section 2.02 Section 415 Of Master Indenture.

The following new Section 415 is hereby added to Article IV of the Master Indenture:

"Section 415. Debt Service Reserve Accounts. The City shall not issue any Series of Second Lien Obligations (other than Section 208 Obligations) on or after January 1, 1994, unless the Supplemental Indenture pursuant to which such Series of Second Lien Obligations is issued establishes a Debt Service Reserve Account for such Series in an amount not less than the maximum amount of Annual Second Lien Debt Service for such Series for the current or any future Bond Year (the "Series Reserve Account Requirement"). Such Supplemental Indenture may provide that the Series Reserve Account Requirement may be satisfied with (i) one or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments or (iii) a combination thereof. For purposes of this Section 415, the term "Qualified Reserve Account Credit Instrument"

means a letter of credit, surety bond or non-cancellable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations are rated "Aa" or better by Moody's or "AA" or better by S. & P. as of the date of issuance thereof. Any such letter of credit, surety bond or insurance policy shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which moneys in the Debt Service Reserve Account may be used."

Article III.

Miscellaneous Provisions.

Section 3.01 Ratification.

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

Section 3.02 Counterparts.

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

Section 3.03 Applicable Law.

This Master Indenture Amendment shall be governed exclusively by the applicable laws of the State of Illinois.

Section 3.04 Severability.

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

Section 3.05 Captions.

The captions or headings of this Master Indenture Amendment are for convenience of reference only, and in no way define, limit or describe the scope or intent or any provisions or sections of this Master Indenture Amendment.

Section 3.06 Limitation On Liability.

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

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

City of Chicago

By: _____
City Comptroller

(Seal)

Attest:

By: _____
City Clerk

American National Bank and
Trust Company of Chicago,
as Trustee

By: _____

Its: _____

(Seal)

Attest:

By: _____

Its: _____

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH COURTWAY COMMONS
LIMITED PARTNERSHIP.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 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 between the City of Chicago and the Courtway Commons Limited Partnership in the amount of \$6,504,628, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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. 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, The City has available an amount in excess of \$2,150,409 in Corporate Fund No. 100 (the "Corporate Funds") to be used as the local match of HOME Funds required under the HOME Program; 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 D.O.H.; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Courtway Commons Limited Partnership, an Illinois limited partnership (the "Borrower") of which City Lands Corp., a Delaware corporation is the sole general partner, in an amount not to exceed \$6,504,628 (the "Loan"), to be funded from \$4,239,143 of HOME Funds, \$115,076 of Multi-Program funds and \$2,150,409 of Corporate 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 and 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: Courtway Commons Limited Partnership, an Illinois limited partnership with City Lands Corp., a Delaware corporation, as the sole general partner (the "General Partner").

Project: Acquisition and rehabilitation of eight buildings located at 4815 -- 4825 West Monroe Street, 4950 -- 4958 West Madison Street, 5100 -- 5104 West Madison Street, 52 -- 62 North Parkside Avenue, 5556 -- 5564 West Jackson Boulevard, 4834 West Adams Street, 4838 -- 4846 West Adams Street and 4850 West Adams Street, Chicago, Illinois 60644 (the "Property") and of 161 dwelling units contained therein as one-, two-, three- and four-bedroom units for low- and moderate-income families.

Loan:	Source:	HOME Program.
	Amount:	Not to exceed \$4,239,143.
	Source:	Multi-Program Year XIX.
	Amount:	Not to exceed \$115,076.
	Source:	Corporate Funds.
	Amount:	Not to exceed \$2,150,409.

Term: Not to exceed 22 years.
 Interest: Zero percent per annum.
 Security: Non-recourse loan; second mortgage on the Property.

Additional
Financing:

1. Amount: \$3,225,000.
 Term: 20 years.
 Source: Community Investment Corporation or a financial institution acceptable to the Commissioner.
 Interest: Adjustable rate, not to exceed 12.25 percent per annum.
 Security: First mortgage on the Property.

2. Low-Income Housing Tax Credit ("L.I.H.T.C.")
 Proceeds: Approximately \$4,984,916.
 Source: To be derived from the syndication by Borrower of \$830,819 L.I.H.T.C. allocation by the Illinois Housing Development Authority.

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

Total Project
Costs:

Approximately \$14,714,644.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH KIMBALL APARTMENTS CORPORATION
FOR REHABILITATION OF PROPERTY AT 1908 -- 1914
NORTH KIMBALL AVENUE/3400 -- 3408 WEST
CORTLAND STREET.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 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 Kimball Apartments Corporation for the rehabilitation of a building located at 1908 -- 1914 North Kimball Avenue and 3400 -- 3408 West Cortland Street, in an amount not to exceed \$1,019,349, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 a limited partnership to be formed (the "Borrower") of which Kimball Apartments Corporation, an Illinois corporation (which is wholly owned by Marshall Mauer, Hillel Shapiro and A. Y. Weinberg) shall be the sole general partner, in an amount not to exceed \$1,019,349 (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: A limited partnership to be formed, with Kimball Apartments Corporation, an Illinois corporation (which is wholly owned by Marshall Mauer, Hillel Shapiro and A. Y. Weinberg) as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.

Project: Rehabilitation of a building and parking lot located at 1908 -- 1914 North Kimball Avenue and 3400 -- 3408 West Cortland Street, Chicago, Illinois 60647 (the "Property") and of 26 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 \$1,019,349.
Term: Not to exceed 32 years.
Interest: Zero percent per annum.
Security: Non-recourse loan; second mortgage on the Property.

Additional
Financing:

1. Amount: \$592,000.
Term: Not to exceed 31 years.
Source: LaSalle National Bank, or a financial institution acceptable to the Commissioner.
Interest: Adjustable rate, not to exceed 12.37 percent per annum.
Security: First mortgage on the Property.
2. Low-Income Housing Tax Credit ("L.I.H.T.C.")
Proceeds: Approximately \$326,785.
Source: To be derived from the syndication by the General Partner of \$72,619 L.I.H.T.C. allocation by the Illinois Housing Development Authority.
3. Amount: \$100.
Source: General Partner.

Total Project
Costs:

Approximately \$1,938,234.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH 8954 -- 8956 SOUTH COMMERCIAL
AVENUE BUILDING CORPORATION FOR
REHABILITATION OF PROPERTY FOR
LOW-INCOME HOUSING.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 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 Southeast Chicago Development Commission, Inc. for the acquisition and rehabilitation of thirteen residential low-income housing units located at 8954 -- 8956 South Commercial Avenue, in an amount not to exceed \$828,344, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

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 City's Department of Housing ("D.O.H.") in connection with the Strategic Neighborhood Redevelopment Program (the "SNAP Program") in Program Year XVIII, wherein acquisition and rehabilitation loans are made available to owners of rental properties located in low-income neighborhoods; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to a limited partnership to be formed (the "Borrower") of which 8954 -- 8956 Commercial Avenue Building Corporation, an Illinois corporation and a wholly owned subsidiary of Southeast Chicago Development Commission, Inc., will be the sole general partner, in an amount not to exceed \$828,344 (the "Loan"), to be funded from SNAP 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 SNAP 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: A limited partnership to be formed with 8954 -- 8956 Commercial Avenue Building Corporation, an Illinois corporation and a wholly owned subsidiary of Southeast Chicago Development Commission, Inc. as the sole general partner (the "General Partner"), and others to be hereafter selected as the limited partners.

Project: Acquisition and rehabilitation of a building located at 8954 -- 8956 South Commercial Avenue, Chicago, Illinois 60617 (the "Property") and of 13 dwelling units contained therein as three- and four-bedroom units for low- and moderate-income families.

Loan:

Source: SNAP Program, Year XVIII.

Amount: Not to exceed \$828,344.

Term: Not to exceed 31 years.

Interest: Zero percent per annum.

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

Additional Financing:

1. **Amount:** \$400,000.

Term: 20 years.

Source: South Chicago Bank.

Interest: Adjustable rate, not to exceed 14 percent per annum.

Security: First mortgage on the Property.

2. Amount: \$20,000.
Term: 15 years.
Source: General Partner.
Interest: A fixed interest rate per annum equal to the "applicable federal rate" less one percent. As used herein, the "applicable federal rate" shall mean that rate determined by the U.S. Secretary of the Treasury pursuant to Section 1274(d) (1) of the Internal Revenue Code and in effect for the month in which the Loan closes.
Security: Third mortgage on the Property.
3. Low-Income Housing Tax Credit ("L.I.H.T.C.")
Proceeds: Approximately \$553,232.
Source: To be derived from the syndication by the General Partner of \$119,000 L.I.H.T.C. allocation by the Illinois Housing Development Authority.
4. Amount: \$100.
Source: General Partner.

Total Project
Costs:

Approximately \$1,801,676.

AUTHORIZATION FOR CORPORATION COUNSEL TO
ENTER INTO AND EXECUTE SPECIFIED
SETTLEMENT AGREEMENTS.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three (3) orders authorizing the Corporation Counsel to enter into and execute settlement orders on the following cases:

- a) *Kendrick East v. City of Chicago, et al.*, 88 C 8131, for the amount of \$225,000;
- b) *Lorenzo Jones and LaShon Cole v. City of Chicago*, 88 L 14645, for the amount of \$625,000; and
- c) *John Gilmore v. City of Chicago*, 89 L 18110, for the amount of \$5,454,925,

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, with one dissenting vote on the case of *Kendrick East v. City of Chicago, et al.*, by Alderman Murphy.

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, Streeter, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- Aldermen Murphy, Doherty -- 2.

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):

Kendrick East v. City Of Chicago, Et Al.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Kendrick East v. City of Chicago, et al.*, 88 C 8131, in the amount of \$225,000.

Lorenzo Jones And LaShon Cole 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: *Lorenzo Jones and LaShon Cole v. City of Chicago*, 88 L 14645, in the amount of \$625,000.

John Gilmore 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 Gilmore v. City of Chicago*, 89 L 18110, in the amount of \$5,454,925.

ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 14,
CREATION OF MARQUETTE PARK SPECIAL SERVICE
AREA COMMISSION AND AUTHORIZATION FOR
LEVY OF SERVICES TAX FOR PRIVATE
SECURITY SERVICES IN MARQUETTE
PARK AREA.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the creation of Special Service Area Number 14 for the purpose of establishing a security program in the Marquette Park Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, The City Council of the City of Chicago (the "City") determines to establish a special service area to be known and designated as Special Service Area Number 14, to provide special governmental services in addition to services provided generally by the City all as provided in this ordinance, and further determines to authorize the levy of an annual ad valorem real property tax in the area sufficient to produce revenues required to provide those special services (the "Services Tax"); and

WHEREAS, An advisory referendum was held on November 3, 1992 (the "Referendum") to determine public support for a special service area for the purposes of providing private security services in the Marquette Park area in the amount of one security patrol serving a daily eight-hour shift, which Referendum contemplated a property tax levy in the form of a special services tax not to exceed 0.41% of the equalized assessed value of all property within the proposed area; and

WHEREAS, The results of the Referendum were a vote of 74.48% in favor of the establishment of said special service area and 25.52% opposed; now, therefore,

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

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Definitions.

"Area" means Special Service Area Number 14 as described in Section 5 of this ordinance.

"Commission" means the Marquette Park Special Service Area Commission created pursuant to Section 7 of this ordinance.

"Management Contract" means a contract entered into between the City and the Service Provider for the provision of the Special Services.

"Security Firm" means the security firm engaged to provide the private security services.

"Service Provider" means the entity chosen to provide the Special Services under the Management Contract.

"Special Services" means private security services provided in the Area through a neighborhood security patrol program, including the administration necessary for the implementation of such a program.

SECTION 3. Findings. The City Council of the City finds and declares as follows:

a) The Area, as established by this ordinance, consists of contiguous territory in the City;

b) The City Council of the City, on June 23, 1993 adopted an ordinance (the "Notice Ordinance") authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services;

c) Notice of the Public Hearing was given by publication at least once not less than 15 days prior to the hearing in the *Chicago Sun-Times*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also given by depositing copies of the notice in the United States mail, certified mail return receipt requested, addressed to the taxpayer of record on each lot, block, tract or parcel of taxable property located in the Area not less than 10 days prior to the time set for the hearing, and notice was additionally published in the newspapers known as the *Chicago Tribune*, the *Daily Southtown*, and the *Southwest News Herald*;

d) The notice complied with all of the applicable provisions of the Special Service Area Act;

e) The Public Hearing was held on July 13, 1993, by the Committee on Finance of the City Council of the City. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the hearing regarding any issues embodied in the notice and an opportunity to file with the City Clerk of the City written objections to such issues;

f) On July 13, 1993 the Public Hearing was recessed until July 29, 1993 by the Chairman of the Committee on Finance of the City Council of the City. The City mailed notice including the date, time and place of the reconvened hearing by depositing copies of the notice in the United States mail addressed to the taxpayer of record on each lot, block, tract or parcel of taxable property located in the Area;

g) The Public Hearing was reconvened on July 29, 1993 by the Committee on Finance of the City Council of the City. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the hearing regarding any issues embodied in the notice and an opportunity to file with the City Clerk of the City written objections to such issues;

h) The Committee on Finance of the City Council of the City has heard and considered all of the comments, objections, protests and statements

made at the Public Hearing with regard to the issues embodied in the notice and has determined that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance. That Committee on behalf of the City has heard and considered all protests or objections to the establishment of the Area and the authorization for the levy of the Services Tax, and has recommended that those protests or objections be determined as provided in this ordinance; and

i) The hearing was finally adjourned on July 29, 1993.

SECTION 4. Protests and Objections. All protests or objections to the establishment of the Area and the authorization of the levy of the Services Tax have been heard and considered by the Committee on Finance of the City Council of the City at the Public Hearing, and are hereby denied, except as may be provided in Section 14 of this ordinance.

SECTION 5. Area Established. There is hereby established a special service area located within the City to be known and designated as Special Service Area Number 14, which shall consist of the area located within the following perimeter:

West 67th Street between South California Avenue and the B. & O.C.T. Railroad tracks.

The B. & O.C.T. Railroad tracks between West 67th Street and West 75th Street, extended.

West 75th Street, extended, between the B. & O.C.T. Railroad tracks (continuing along the north side of the Belt Railway tracks) and South Kedzie Avenue.

South Kedzie Avenue between West 75th Street, extended (continuing along the north side of the Belt Railway tracks) and West 71st Street.

West 71st Street between South Kedzie Avenue and South California Avenue.

South California Avenue between West 71st Street and West 67th Street.

A legal description of the Area is attached as Exhibit 1, and a map of the Area is attached as Exhibit 2. The exhibits are incorporated herein by this reference.

SECTION 6. Authorization of Levy. There is hereby authorized to be levied in each year beginning in 1993 and ending in 1996 the Services Tax upon the taxable property located within the boundaries of Special Service Area Number 14, to produce revenues required to provide the Special Services, said Services Tax not to exceed the sum of 0.41% of the equalized assessed value of taxable property therein. The Services Tax may be levied annually for a period of four (4) years. The Services 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 levy of the Services Tax for each year shall be made by separate ordinance.

SECTION 7. Commission. There is hereby established a Marquette Park Special Service Area Commission (the "Commission") which shall consist of nine (9) members. The District Commander of the police district within which Special Service Area Number 14 is located, or his/her designee, shall be a member ex officio of the Commission, without voting rights. The Commissioner of the Department of Planning and Development of the City of Chicago, or his/her designee, shall be a member ex officio of the Commission, without voting rights. Seven (7) members of the Commission shall serve for a two-year term, and shall be appointed by the Mayor of the City of Chicago, with the approval of the City Council, from a list of nominees submitted by the Marquette Park Community Association, an Illinois not-for-profit corporation (the "M.P.C.A."). All members of the Commission shall serve until their successors are appointed and approved. In the event of a vacancy on the Commission due to resignation, death, removal by the Mayor, legal disability, inability to serve or other reason, the Mayor shall make an appointment from a list of nominees submitted by the M.P.C.A. to fill the vacancy for the unexpired term within a reasonable time period after the position becomes vacant. All members of the Commission shall serve without compensation.

SECTION 8. Compliance with Governmental Ethics and Economic Disclosure Ordinances. The conduct of the members of the Commission shall be governed by the applicable provisions of the Governmental Ethics Ordinance of the City, Chapter 2-156 of the Municipal Code of the City of Chicago, as amended.

SECTION 9. Open Meetings Act. Notice and conduct of the meetings of the Commission shall be in accordance with the applicable provisions of the Illinois Open Meetings Act, as amended, 5 ILCS 120/1.01 et seq..

SECTION 10. Powers of the Commission. The Commission is hereby granted the following powers:

- (a) To recommend the rate or amount of the Services Tax and an annual budget to the City Council.

(b) To develop and recommend a neighborhood security patrol program to the City which shall include guidelines such as the hours of service, areas of focus, and the procedures and specifications for bidding contracts for security patrols; provided, however, that prior to determining the guidelines of the neighborhood security patrol program, the Commission shall hold at least one public hearing which shall consider the specifications of the neighborhood security patrol program. Notice of the public hearing shall be published in at least one (1) newspaper of general circulation within the Area, not less than five (5) days nor more than twenty (20) days prior to the public hearing. The notice shall contain the time, date and place of the public hearing and that the purpose of the hearing will be to consider the specifications of the neighborhood security patrol program.

(c) To recommend a Management Contract to the City Council for the provision of the Special Services. The Management Contract shall incorporate the guidelines of the neighborhood security patrol program. The Management Contract shall also include a requirement that the Service Provider enter into an agreement with a Security Firm, which Security Firm shall be licensed by the State of Illinois, and whose employees shall be registered and licensed by the State. The Security Firm shall comply with all applicable requirements of the Private Detective, Private Alarm, and Private Security Act of 1983, 225 ILCS 445/1, et seq..

SECTION 11. Funds Deposited in City Accounts. Proceeds of the Services Tax shall be received by the City and deposited into specified accounts of the City. The Comptroller is authorized to disburse such funds in accordance with any appropriation made by the City Council.

SECTION 12. Insurance of Security Firm. The Security Firm shall maintain general, automobile and police liability coverage with minimum limits to be determined by the Department of Finance, Risk Management Division of the City, and statutory Workers' Compensation Insurance. The liability coverages shall include the City of Chicago as an additional insured, on a primary basis, without recourse or right of contribution for any liability arising from the services to be provided. The insurer shall provide at least thirty (30) days prior written notice to the Department of Finance, Risk Management Division of the City, in the event insurance policies are canceled, non-renewed, or materially changed. Failure to maintain insurance will constitute a violation of the Security Firm's contract with the Service Provider and the City shall maintain the right to terminate services under the Management Contract until proper evidence of insurance is provided.

SECTION 13. No Restriction of Power. Nothing in this ordinance shall in any way restrict the power of the corporate authorities of the City.

SECTION 14. Petitions of Objection. This ordinance shall be effective from and after its passage. However, if a petition signed by at least 51% of the electors residing within the boundaries of the Area and by at least 51% of the owners of record of the land included within the Area, objecting to the creation of Special Service Area Number 14 and the levy of the Services Tax therein, is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing, Special Service Area Number 14 shall not be established, and the provisions of this ordinance shall be considered null and void.

In addition, in the exercise of its home rule and general governmental powers, the City Council hereby determines that if a petition objecting to the establishment of Special Service Area Number 14 and the levy of the Services Tax therein, signed by at least 51% of all registered voters residing within Special Service Area Number 14, is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing, Special Service Area Number 14 shall not be established, and the provisions of this ordinance shall be considered null and void.

SECTION 15. Severability. If any provisions of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 16. Effective Date. This ordinance is effective immediately upon its passage and the filing of a certified copy of this ordinance in the Office of the Recorder of Deeds of Cook County, Illinois, as provided in Section 17 of this ordinance.

SECTION 17. Filing. The City Clerk is ordered and directed to file in the Office of the Cook County Clerk and in the Office of the Recorder of Deeds of Cook County, Illinois, certified copies of this ordinance containing a description of the Area.

[Exhibit 2 attached to this ordinance printed on
page 38514 of this Journal.]

Exhibit 1 attached to this ordinance reads as follows:

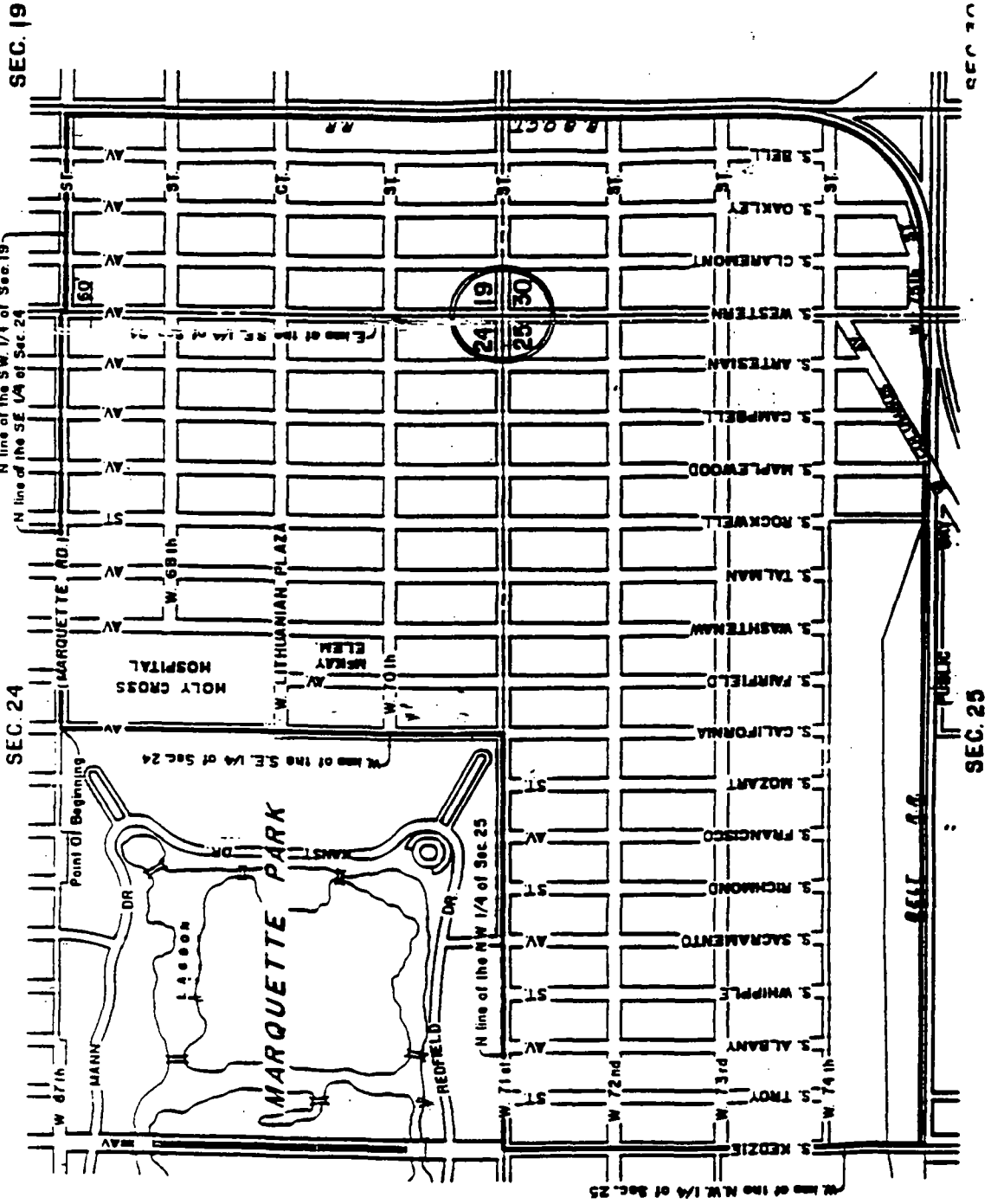
*Exhibit 1.**Marquette Park Special Service Area Number 14.
(Legal Description)*

That part of Sections 24 and 25 in Township 38 North, Range 13 East of the Third Principal Meridian and Sections 19 and 30 in Township 38 North, Range 14 East of the Third Principal Meridian described as follows:

beginning at the northwest corner of the southeast quarter of said Section 24 (being also the intersection of the center lines of South California Avenue and West Marquette Road); thence south along the west line of said southeast quarter to the northeast corner of the northwest quarter of said Section 25 (being also the intersection of the center lines of South California Avenue and West 71st Street); thence west along the north line of said northwest quarter to the northwest corner of the northwest quarter of said Section 25 (being also the intersection of the center lines of South Kedzie Avenue and West 71st Street); thence south along the west line of said northwest quarter to the northerly right-of-way line of the Belt Railway of Chicago; thence easterly along the northerly right-of-way line of said Belt Railway of Chicago across said Sections 25 and 30 to the westerly right-of-way line of the Baltimore and Ohio Chicago Terminal Railroad (B. & O.C.T. RR.); thence northerly along the westerly right-of-way line of said B. & O.C.T. RR. across said Sections 30 and 19 to the north line of the southwest quarter of said Section 19 (being also the center line of West Marquette Road); thence west along the north line of said southwest quarter to the northwest corner of the southwest quarter of said Section 19 being a point on the east line of the southeast quarter of said Section 24 (said northwest corner being also on the center line of West Marquette Road to the east and 60 feet west of the easterly line of South Western Avenue); thence north along the east line of the southeast quarter of said Section 24 to the northeast corner of said southeast quarter; thence west along the north line of said southeast quarter (being also the center line of West Marquette Road to the west) to the point of beginning, all in Chicago, Cook County, Illinois.

Exhibit 2.

MARQUETTE PARK SPECIAL SERVICE AREA NO. 14



APPROVAL OF REDEVELOPMENT PLAN AND REDEVELOPMENT
PROJECT FOR FULLERTON/NORMANDY
REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving the Fullerton/Normandy Redevelopment Project 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Banks 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, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition) as amended (the "Act"), for the proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the boundaries of the Municipality and within a proposed redevelopment project area to be known as the "Fullerton/Normandy Redevelopment Project Area" (the "Area") described in Section 1(a) of this ordinance, which area is contiguous and constitutes in the aggregate more than 1½ acres; and

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the Municipality, by authority of the City Council of the Municipality (the "Corporate Authorities"), called a public hearing (the "Hearing") relative to the Plan and the Project and the designation of the Area as a redevelopment project area under the Act on September 14, 1993; and

WHEREAS, Due notice of such hearing was given pursuant to Section 11-74.4-6 of the Act, said notice being given to taxing districts and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on July 30, 1993, by publication in the *Chicago Sun-Times* on August 17, 1993, and August 31, 1993, and by certified mail to taxpayers within the Area on August 17, 1993; and

WHEREAS, A meeting of the Joint Review Board on the Plan and Project and on the designation of the Area was convened on August 12, 1993 at 10:00 A.M., concerning the approval of the Plan and Project and designation of the Area; and

WHEREAS, The Plan and Project set forth the factors which cause the Area to be blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the Area which could cause such area to be a "blighted area" as said term is used in the Act; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the Area to determine whether private development would take place in the Area as a whole without the adoption of the Plan; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to real property in the Area to determine whether contiguous parcels of real property and improvements thereon in the Area would be substantially benefitted by the Project improvements; and

WHEREAS, The Corporate Authorities have reviewed the Plan and the Project and also the existing comprehensive plans for development of the Municipality as a whole to determine whether the Plan and the Project conform to such comprehensive plans of the Municipality; now, therefore,

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

SECTION 1. Findings. The Corporate Authorities hereby make the following findings:

(a) The Area is described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

(b) Conditions exist which cause the Area to be subject to designation as a redevelopment project area under the Act and to be classified as a blighted area as defined in Section 11-74.4-3(a) of the Act.

(c) The Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Plan.

(d) The Plan and Project conforms to the comprehensive plans for the development of the Municipality as a whole, or i) conforms to the strategic economic development or redevelopment plan issued by the designated planning authorities of the Municipality, or ii) includes land uses that have been approved by the planning commission of the Municipality.

(e) As set forth in the Plan the estimated date of completion of the Project is October 1, 2016, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined in the Plan is October 1, 2016.

(f) The Area would not reasonably be developed without the use of incremental revenues pursuant to Section 11-74.4-8 of the Act, and such incremental revenues will be used exclusively for the development of the Area.

(g) The parcels of real property in the Area are contiguous, and only those contiguous parcels of real property and improvements thereon will be substantially benefitted by the Project improvements area included in the Area.

SECTION 2. Exhibits Incorporated by Reference. A certified copy of the resolution of the Commission and the Plan and Project which were the subject matter of the Hearing held September 14, 1993, are hereby adopted and approved. Copies of the resolution and of the Plan and Project are set forth in Exhibit D and Exhibit E, respectively, and are attached hereto and incorporated herein as if set out in full by this reference.

SECTION 3. Invalidity of Any Section. 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 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

SECTION 5. Power of Eminent Domain. In compliance with Chapter 24, Section 11-74.4-4(c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition of Parcels contained within the Redevelopment Project Area. In the event the Corporation Counsel is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire said property; nothing herein shall be in derogation of any proper authority.

[Exhibit "C" attached to this ordinance printed
on page 38546 of this Journal.]

Exhibits "A", "B", "D" and "E" attached to this ordinance read as follows:

Exhibit "A".

The legal description for the Fullerton/Normandy Redevelopment Project Area is:

that part of the east half of the west half of the southeast quarter of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: beginning at the southwest corner of the east half of the west half of the southeast quarter of said Section 30; thence northerly, along the west line of the east half aforesaid, to the north line of the south 220 feet of the north half of said east half aforesaid; thence easterly, along the aforesaid line, to the west right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southerly, along said west railroad right-of-way to the

south line of the north 100 feet of the south half of the east half aforesaid; thence westerly, along the aforesaid line, to a line 150 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforesaid line, to a line 400 feet south of the north line of the south half of the east half aforesaid, as measured parallel with said west railroad right-of-way; thence westerly, along the aforesaid line, to a line 180 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforesaid line, to a point 900 feet south of the north line of the south half of the east half aforesaid, as measured parallel with said west railroad right-of-way; thence southwesterly to a point 997 feet south of the north line of the south half of the east half aforesaid, as measured along a line 200 feet west of and parallel with said west railroad right-of-way; thence southerly along the aforesaid line, to the south line of the east half aforesaid; thence westerly, along the aforesaid line, to the point of beginning, in Cook County, Illinois.

Exhibit "B".

The Fullerton/Normandy Redevelopment Project Area street location is:

6600 -- 6656 West Fullerton Avenue/2401 -- 2619 North Normandy Avenue. Its street boundaries are generally described as follows: Fullerton Avenue on the south, Normandy Avenue on the west, a private street just north of Wrightwood Avenue on the north, the Chicago, Milwaukee, St. Paul and Pacific Railroad tracks and the Commonwealth Edison substation property line on the east.

Exhibit "D".

State of Illinois)
)SS
 County of Cook)

Certificate.

I, Mari Morin-Taylor the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a regular meeting held on the 14th day of September, 1993, with the original resolution adopted at

said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 15th day of September, 1993.

(Signed) Mari Morin-Taylor
Assistant Secretary

Resolution attached to this Exhibit "D" reads as follows:

Community Development Commission

City Of Chicago

Resolution No. 93-CDC-42

Approve An Eligibility Report

And

A Redevelopment Plan And Project

And

*Recommend The Designation Of A
Tax Increment Redevelopment Project Area*

And

*Adopt Tax Increment Allocation Financing
In An Area Designated As The
Fullerton/Normandy Redevelopment Project Area.*

Whereas, Chapter 2-124 of the Municipal Code of the City of Chicago, Cook County, Illinois (the "City"), has heretofore established the Community Development Commission (the "Commission"); and

Whereas, The Commission is empowered by the corporate authorities of the City under Chapter 2-124 of the Municipal Code of the City of Chicago to exercise certain powers enumerated in 65 ILCS Section 11.74.4-4 (k) and Section 11.74.4-1, et seq., of the Tax Increment Allocation Redevelopment Act, as amended (the "Act"), including holding public hearings required by the Act; and

Whereas, The Commission's staff or its delegate has conducted investigations, studies and surveys to determine the eligibility of a study area as a blighted area or conservation area as defined by the Act; and

Whereas, The Eligibility Study and Report ("Report") and proposed Redevelopment Plan and Project ("Plan"), conducted by the Commission's staff or its delegate, have been completed; and

Whereas, The Commission's staff or its delegate has conducted an investigation of the Fullerton/Normandy Redevelopment Project Area ("Area") for eligibility for tax increment allocation financing; and

Whereas, The City has incurred, or will incur, certain expenses pursuant to the Plan and intends that those costs be reimbursed upon the City's adoption of tax increment allocation financing pursuant to the Act; and

Whereas, A public hearing (the "Hearing") on the Plan for the Area and on the designation of the Area was held by the Commission on September 14, 1993, at 2:00 P.M., local time in Room 201A, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 as the official public hearing, to hear testimony from all interested parties concerning the designation of the Area, approval of the Plan and use of tax increment financing monies within the Area; and

Whereas, A meeting of the Joint Review Board (the "Board") on the Plan for the Area and on the designation of the Area was convened by the City on August 12, 1993 at 10:00 A.M., local time in the Department of Planning and Development, 7th Floor Conference Room, 24 East Congress Parkway, Chicago, Illinois 60605, concerning eligibility for the designation of the Area and recommendation of the use of tax increment financing monies within the Area; and

Whereas, Notice of the Hearing was given by publication and mailing, said notice by publication was given at least twice, the first publication appearing not more than thirty (30) days nor less than ten (10) days prior to the Hearing in the *Chicago Sun-Times*, being a local metropolitan newspaper of general circulation within the taxing districts having property in the Area; and said notice by mailing was given by depositing such notice

in the United States mails by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Area, not less than ten (10) days prior to the date set for the Hearing; provided, however, that in the event taxes for the last preceding year were not paid, notice was also sent to the persons last listed on the tax rolls within the preceding three (3) years as the owners of such property; and

Whereas, Notice of the Hearing was given by mailing as hereinabove provided to all taxing districts of which taxable property is included within the Area, project, or plan and to the Illinois Department of Commerce and Community Affairs, not less than forty-five (45) days prior to the date set for the Hearing, and such notice also included an invitation to each taxing district and the Department of Commerce and Community Affairs to submit written comments to the City of Chicago, Valerie B. Jarrett, Commissioner, Department of Planning and Development, City of Chicago, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, concerning the subject of the matter of the Hearing, prior to the date of the Hearing;

Now, Therefore, Be It Resolved By The Community Development Commission Of The City Of Chicago That:

Section 1. The preambles hereto are incorporated by this reference as though set out herein in full.

Section 2. The Commission approves the Report.

Section 3. The Commission approves the Plan.

Section 4. The Commission recommends the designation by ordinance of the proposed Fullerton/Normandy Redevelopment Project Area as a "Redevelopment Project Area" pursuant to the Act.

Section 5. The Commission recommends the designation of Tax Increment Allocation Financing within the aforementioned Fullerton/Normandy Redevelopment Project Area.

Section 6. The Commission further finds that:

1) the proposed Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Plan,

2) the Plan conforms to the comprehensive plan for the development of the City as a whole or either:

i. conforms to the strategic economic development or redevelopment plan issued by the designated planning authorities of the City, or

ii. includes land uses that have been approved by the Plan Commission of the City,

3) as set forth in the Plan and at the Hearing, the estimated date of completion of the Project is October 1, 2016 and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as detailed in the Plan is October 1, 2016,

4) the Area would not reasonably be developed without the use of incremental revenues and that such revenues will be used exclusively for the development of the Area,

5) there exist conditions which cause the Area to be described as a blighted area, and

6) the parcels of real property in the Area are contiguous, and only those contiguous parcels of real property and improvements thereon, which will be substantially benefited by the Project improvements, are included in the Area.

Section 7. All resolutions or orders in conflict herewith are, to the extent of such conflict repealed.

Section 8. If any section, paragraph, clause, or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this resolution.

Section 9. This resolution shall bear the date of its adoption, and shall be effective upon its passage.

Section 10. The Chairman of the Commission is directed to deliver a certified copy of this resolution to the City Council of the City of Chicago.

Exhibit "E".

Fullerton/Normandy

Redevelopment Project Area

Tax Increment Allocation Finance Program.

Redevelopment Plan And Project.

Introduction.

The Fullerton/Normandy Redevelopment Project Area is located in the City of Chicago, Illinois. The Redevelopment Project Area contains approximately 16.88 acres. The Redevelopment Project Area is bounded on the west by North Normandy Avenue and on the south by West Fullerton Avenue. Fullerton, Grand, Narragansett and Harlem Avenues provide the major access to the Redevelopment Project Area. The Redevelopment Project Area is located in an area of the City of Chicago that has good transportation access especially to nearby suburban communities. The location and boundaries of the Redevelopment Project Area are shown on Map 1, Project Boundary.

The Redevelopment Project Area is located within the Galewood/Montclare community and was originally settled in the late 1880s but did not grow substantially until the 1920s, when the community became one of the first areas of residential development.

The Galewood community shares borders on the south with Oak Park and Elmwood Park on the west. Harlem Avenue has historically served as a commercial area. Within the last 20 years a commercial area has developed along Narragansett Avenue, between Diversey and Fullerton Avenues. This area is the site of the largest enclosed regional shopping mall within the City of Chicago, the Brickyard Mall. Also other retail centers exist throughout this area and include Brickyard Square.

The Redevelopment Area contains industrial buildings that were constructed in the early 1940s. These buildings were originally used for the manufacturing of radar equipment. The large highway ramp type structure along the Fullerton Avenue side of the parcel was used for calibrating the radar units. This plant operated as a radar manufacturing facility until after the Korean Conflict. In the mid 1950s after the radar production had ceased, the property was purchased for use as a printing facility by W.F. Hall. This facility closed in the mid 1980s and the buildings have been vacant ever since then. Only a portion of the unpaved parking area has been utilized since that time.

The Fullerton/Normandy Redevelopment Project Area is located within an area which is primarily of retail and residential orientation. The Redevelopment Project Area is underutilized and vacant. The current buildings are 100% vacant. In order to redevelop this site numerous and costly improvements will be necessary: including environmental remediation, site improvements, infrastructure, demolition, et cetera.

The purpose of the Redevelopment Plan is to create a mechanism to allow for the redevelopment of the existing building. The redevelopment of this building is expected to encourage economic revitalization within the community and surrounding area.

Tax Increment Allocation Redevelopment Act.

An analysis of conditions within this area indicates that it is appropriate for designation as a redevelopment project, utilizing the State of Illinois tax increment financing legislation. The area is characterized by conditions which warrant the designation as a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (hereafter referred to as the "Act"). The Act is found in 65 ILCS 5/11-74-1, et seq., as amended.

The Act provides a means for municipalities, after the approval of a "Redevelopment Plan and Project" to redevelop blighted areas by pledging the increase in tax revenues generated by public and private redevelopment in order to pay for the up front public costs which are required to stimulate such private investment in new redevelopment and rehabilitation. Municipalities may issue obligations to be repaid from the stream of real property tax increments that occur within the tax increment financing district.

The property tax increment revenue is calculated by determining the difference between the initial equalized assessed value (the Certified E.A.V. Base) for all real estate located within the district and the current year E.A.V.. Any increase in E.A.V. is then multiplied by the current tax rate, which determines the incremental real property tax.

The Fullerton/Normandy Redevelopment Area Project and Plan (hereafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private action in the Redevelopment Project Area. In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. This program is the "Redevelopment Project".

This Redevelopment Plan also specifically describes the Fullerton/Normandy Tax Increment Redevelopment Project Area (hereafter referred to as the "Redevelopment Project Area"). This area meets the eligibility requirement of the Act. The Redevelopment Project Area boundaries are described in Section II of the Redevelopment Plan and shown in Map 1, Boundary Map.

After its approval of the Redevelopment Plan, the City Council then formally designates the Redevelopment Project Area.

The purpose of this Redevelopment Plan is to ensure that new development occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land use, vehicular access, parking, service and urban design systems will meet modern-day principles and standards.
2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.
3. Within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities commensurate to its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. The adoption of the Redevelopment Plan makes possible the implementation of a logical program to stimulate redevelopment in the Redevelopment Project Area, an area which cannot reasonably be anticipated to be developed without the adoption of this Redevelopment Plan. Public investments will create the appropriate environment to attract the investment required for the rebuilding of the area.

Successful implementation of the Redevelopment Plan and Project requires that the City of Chicago take full advantage of the real estate tax increments attributed to the Redevelopment Project as provided in accordance with the Act. The Redevelopment Project Area would not be reasonably developed without the use of such incremental revenues.

Redevelopment Project Area And Legal Description.

The Fullerton/Normandy Redevelopment Project Area is located approximately 10 miles west of Chicago's Central Business District. The Redevelopment Project Area contains approximately 16.88 acres. The Redevelopment Project Area is generally bounded by West Fullerton Avenue on the south, and North Normandy Avenue on the west. The main arterial streets which provide major access to the Redevelopment Project Area include West Fullerton Avenue, West Grand Avenue, North Harlem Avenue and North Narragansett Avenue.

The legal description of the Fullerton/Normandy Redevelopment Project Area is as follows:

that part of the east half of the west half of the southeast quarter of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows:

beginning at the southwest corner of the east half of the west half of the southeast quarter of said Section 30; thence northerly, along the west line of the east half aforesaid, to the north line of the south 220 feet of the north half of said east half aforesaid; thence easterly, along the aforescribed line, to the west right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southerly, along said west railroad right-of-way to the south line of the north 100 feet of the south half of the east half aforesaid; thence westerly, along the aforescribed line to a line 150 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforescribed line, to a line 400 feet south of the north line of the south half of the east half aforesaid, as measured parallel with said west railroad right-of-way; thence westerly, along the aforescribed line, to a line 180 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforescribed line, to a point 900 feet south of the north line of the south half of the east half aforesaid, as measured parallel with said west railroad right-of-way; thence southwesterly to a point 997 feet south of the north line of the south half of the east half aforesaid, as measured along a line 200 west of and parallel with said west railroad right-of-way; thence southerly along the aforescribed line, to the south line of the east half aforesaid; thence westerly, along the aforescribed line, to the point of beginning, in Cook County, Illinois.

Redevelopment Project Area Goals And Objectives.

General Goals:

- Improve the quality of life in the City of Chicago by eliminating the influence of, as well as the manifestations of, both physical and economic blight in the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area.
- Revitalize the Redevelopment Project Area to make it an important center contributing to the revitalization of the Redevelopment Area.
- Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties in the Redevelopment Project Area.
- Create a suitable location for commercial activity.

- Create job opportunities.
- Create new retail centers and the accompanying job opportunities.

Redevelopment Objectives:

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a Blighted Area. Section IV of this document, Blighted Area Conditions Existing in the Redevelopment Project Area, describes the blighting conditions.
- Enhance the tax base of the City of Chicago and of the other taxing districts which extend into the Redevelopment Project Area by encouraging private investment in new commercial development.
- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.
- Encourage the assembly of land into parcels that are functionally adaptable with respect to shape and size for redevelopment needs and standards.
- Provide needed incentives to encourage improvements for new development efforts.
- Provide needed incentives to encourage a broad range of improvements in both new development and rehabilitation efforts.
- Encourage the participation of minorities and women in the development of the Redevelopment Project Area.

Development And Design Objectives:

- Establish a pattern of land use activities arranged in compact, compatible groupings to increase efficiency of operation and economic relationships.
- Encourage coordinated development of parcels and structures in order to achieve efficient building design.
- Achieve development which is integrated both functionally and aesthetically with nearby existing development.

- Ensure safe and adequate circulation pattern, adequate ingress and egress and capacity in the project area.
- Encourage a high-quality appearance of buildings, rights-of-way and open spaces, and encourage high standards of design.

*Blighted Area Conditions Existing In The
Redevelopment Project Area.*

Based upon surveys, inspections, research and analysis of the area by Louik/Schneider & Associates, Inc., the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. A separate report entitled Fullerton/Normandy Study Area Tax Increment Financing District Eligibility Report, dated June, 1993 describes in detail the surveys and analysis undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. Summarized below are the findings of the Eligibility Report. The area is characterized by the presence of seven of the blighting factors as listed in the Act, impairing the sound growth of the taxing districts in this area of the City. Specifically:

- Of the fourteen factors set forth in the law, seven are present in the Redevelopment Project Area.
- The blighting factors which are present are reasonably distributed throughout the Redevelopment Project Area.
- All areas within the Redevelopment Project Area show the presence of blighting factors.

The following factors are present within the improved area:

1. Age.

Age as a factor is present in three of the four parcels of the Redevelopment Project Area. Of the two primary buildings in the Redevelopment Project Area, all (100 percent) are 35 years of age or older. In addition, the former radar testing structure is also more than 35 years of age. Therefore, all structures in the Redevelopment Project Area are 35 years of age or older.

2. Dilapidation.

Dilapidation is not present in any buildings and/or parcels in the Redevelopment Project Area.

3. Obsolescence.

Obsolescence as a factor is present in the largest industrial building and the former radar testing facility. The condition contributing to this factor is an obsolete building that is not functional for contemporary industrial utilization due to its layout, height, and column spacing. The former radar testing structure has no functional use today. Two parcels are impacted by obsolete platting. Obsolescence is present in three of the four parcels in the Redevelopment Project Area.

4. Deterioration.

Deterioration as a factor is present in all four of the parcels and in all of the buildings within the Redevelopment Project Area. Conditions contributing to this factor include deteriorating structures, deteriorating off-street parking and storage areas and site surface areas, and deteriorating road pavement, curbs, gutters and sidewalks. The former radar testing structure is also deteriorating.

5. Illegal Use Of Individual Structures.

There were no structures which contained illegal uses as defined by municipal ordinance.

6. Structures Below Minimum Code Standards.

There were no structures which were found to be below minimum code standards as defined by municipal ordinance.

7. Excessive Vacancies.

Excessive vacancies as a factor is present in the Redevelopment Project Area. All three of the buildings containing a total of approximately 420,000 square feet are vacant. In addition a majority of the open area, primarily an unpaved parking area is not being utilized. The buildings in the Redevelopment Project Area have been vacant for in excess of six years. Excessive vacancies are present in all four of the parcels in the Redevelopment Project Area.

8. Overcrowding Of Structures And Community Facilities.

There was no evidence of overcrowding of structures in the Redevelopment Project Area.

9. Lack Of Ventilation, Light Or Sanitary Facilities.

There was no evidence of lack of ventilation, light or sanitary facilities in the Redevelopment Project Area.

10. Inadequate Utilities.

There was no evidence of inadequate utilities in the Redevelopment Project Area.

11. Excessive Land Coverage.

There was no evidence of excessive land coverage in the Redevelopment Project Area.

12. Deleterious Land-Use Or Layout.

Deleterious land-use or layout is present in the Redevelopment Project Area and is represented by the excessive vacancy of the building, and vacant land. All four parcels in the Redevelopment Project Area are impacted by deleterious land-use or layout.

13. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present in the Redevelopment Project Area. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and storage areas, and site improvements. Depreciation of physical maintenance impacts all four parcels in the Redevelopment Project Area.

14. Lack Of Community Planning.

Lack of community planning is present throughout the Redevelopment Project Area. The primary components of lack of community planning include inadequate street planning and unbuffered industrial uses adjacent to residential uses. The

Redevelopment Project Area lacks an overall plan for coordinated development on a parcel by parcel basis.

The analysis above was based upon data assembled by Louik/Schneider & Associates, Inc.. The surveys, research and analysis conducted include:

1. Exterior surveys of the condition and use of the Redevelopment Project Area;
2. Field surveys of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. Analysis of existing and previous uses and their relationships;
4. Comparison of current land use to current zoning ordinance and the current zoning maps;
5. Historical analysis of site uses and users;
6. Analysis of original and current platting and building size layout;
7. Analysis of tax delinquency; and
8. Review of previously prepared plans, studies and data.

Based upon the findings of the Eligibility Study for the Fullerton/Normandy Area, the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of this Redevelopment Plan.

Fullerton/Normandy Redevelopment Project.

A. Redevelopment Project Area Goals And Objectives.

The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including but not limited to tax increment financing, and by undertaking some or all of the following actions:

1. **Assemblage of Sites.** To achieve the renewal of the Redevelopment Project Area, property identified in Map 3, Development Activities, attached hereto and made a part hereof, may be acquired by the City of Chicago and cleared of all improvements, if any, and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or facilities. The City may determine that to meet the renewal objectives of this Redevelopment Plan, other properties in the Redevelopment Project Area not scheduled for acquisition should be acquired, or certain property currently listed for acquisition should not be acquired. Acquisition of land for public rights-of-way will also be necessary for the portions of said rights-of-way that the City does not own (see Map 3).

As a necessary part of the redevelopment process, the City may hold and secure property which it has acquired and place it in temporary uses until such property is scheduled for disposition and redevelopment. Such uses may include, but are not limited to, project office facilities, parking or other uses the City may deem appropriate.

2. **Provision of Public Improvements and Facilities.** Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to:
 - a. Reconstruction of interior streets.
 - b. Provision of utilities necessary to serve the redevelopment.
3. **Provision for Soil and Site Improvements.** Funds may be made available for improvements to properties for the purpose of making land suitable for development:
 - a. Entering into a redevelopment agreement for necessary site improvements in the Redevelopment Project Area.
 - b. Environmental remediation necessary for redevelopment of the Redevelopment Project Area.
4. **Redevelopment Agreements.** Land assemblage shall be conducted for (a) sale, lease, or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may

contain more specific controls than those stated in the Redevelopment Plan. Requirements for site improvements and public improvements may also be included in the Redevelopment Agreements.

In the event that the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements.

B. Redevelopment Plan.

The Redevelopment Plan proposes the redevelopment of the major facility in the Fullerton/Normandy Area, to stimulate or stabilize not only the Redevelopment Project Area but also the properties within the surrounding area. The present industrial buildings in their current configuration and condition are not properly designed to take advantage of the present industrial users. In order to accomplish the City of Chicago's objective of stimulating retail activity and redevelopment of unused properties, this Redevelopment Plan will also make approximately 15.3 acres of land available for a new retail facility development and will allow for the economic and functional redevelopment of the existing building.

The Plan proposes the redevelopment of the existing property into a modern retail store, which will be developed as a home improvement retail center. Additional future outlot retail development is also anticipated. When completed the Redevelopment Project Area will allow for the development of approximately 200,000 square feet of new retail facilities employing approximately 375 persons and in excess of 125 construction jobs.

The proposed Fullerton/Normandy Redevelopment Project Area will require planning and programming of improvements. The redevelopment agreement will generally provide for the City to provide funding for activities permitted by the Illinois Compiled Statutes. The funds for said improvements will come directly from the incremental increase in tax revenues generated from the entire Redevelopment Project Area or the City's issuance of bonds to be repaid from the incremental increase in tax revenues to be generated from the entire Redevelopment Project Area. A developer or user will undertake the responsibility for the required soil and site improvements, a portion of which may be paid for from the issuance of bonds, and will further be required to build any agreed to improvements and necessary ancillary improvements required for the project.

The estimated redevelopment project costs are shown in Table 1. To the extent that municipal obligations have been issued to pay for such redevelopment project costs incurred prior to, but in anticipation of, the adoption of tax increment financing, the City shall be reimbursed for such redevelopment project costs. The total redevelopment project costs provide

an upper limit on expenditures (exclusive of capitalized interest, issuance costs, interest and other financing costs).

C. General Land-Use Plan.

The Redevelopment Plan and the proposed projects described herein conform to the land uses and development policies for the City as a whole as currently provided by the City of Chicago Zoning Ordinance.

The proposed land use will be changed from industrial to commercial/retail. As a result of the proposed plan a Highest and Best Use and Real Estate Impact Study was conducted of the Redevelopment Area. Based upon the factors stated in the Study, it was determined that the proposed commercial development is consistent with the definition of the highest and best use and meets the Chicago Zoning Ordinance for the establishment of a Business Planned Development.

D. Estimated Redevelopment Project Costs.

Redevelopment project costs means the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan and Redevelopment Project pursuant to the State of Illinois Tax Increment Allocation Redevelopment Act. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan, including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures;
4. Costs of the construction of public works or improvements;
5. Costs of job training and retraining projects;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and

which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;

7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs;
8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
9. Payment in lieu of taxes;
10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code;
11. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;

- b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
 - d. the total of such interest payments paid pursuant to this Act may not exceed 30% of the total of (i) costs paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.
12. Unless explicitly stated in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.

The estimated redevelopment project costs are shown in Table 1. To the extent that municipal obligations have been issued to pay for such redevelopment project costs incurred prior to, but in anticipation of, the adoption of tax increment financing, the City shall be reimbursed for such redevelopment project costs. The total redevelopment project costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs, interest and other financing costs). Within this limit, adjustments may be made in line items without amendment to this Redevelopment Plan.

Table 1.

Estimated Redevelopment Project Costs.

Program Action/Improvements.

Demolition	\$1,500,000
Environmental Remediation	1,000,000
Site Preparation	300,000
Public Improvements	150,000
Planning, Legal, Studies, etc.	<u>150,000</u>
*TOTAL PROJECT COST:	\$3,100,000

E. Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for redevelopment project costs and/or municipal obligations which have been issued or incurred to pay for such costs are to be derived principally from tax increment revenues and/or proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and eligible redevelopment project costs shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued or incurred, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate such as municipal sales taxes, municipal amusement taxes, generated from the district. Without the use of such tax incremental revenues, the Redevelopment Project Area would not reasonably be developed. All incremental revenues utilized by the City of Chicago will be utilized exclusively for the development of the Redevelopment Project Area.

* Exclusive of capitalized interest, issuance costs and other financing costs.

Issuance Of Obligations.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the T.I.F. redevelopment area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds (including ad valorem taxes) as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund, or optional redemptions.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.

The total 1991 equalized assessed valuation for the entire Redevelopment Project Area is \$2,262,324. This equalized assessed valuation is subject to final verification by Cook County. After verification, the County Clerk of Cook County, Illinois will certify the amount, and this amount will serve as the "Initial Equalized Assessed Valuation".

Anticipated Equalized Assessed Valuation.

By the year 1996, when it is estimated that all the anticipated private development will be completed and fully assessed, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at between \$6,000,000 and \$9,000,000. These estimates are based on several key assumptions, including: 1) all commercial redevelopment will be completed in 1995; 2) the market value of the anticipated developments will increase following completion of the redevelopment activities described in the Redevelopment Project and Plan; 3) the most recent State Multiplier of 2.0523 as applied to 1991 assessed values will remain unchanged; and 4) for the duration of the project the tax rate for the entire Redevelopment Project Area is assumed to be the same and will remain unchanged from the 1991 level.

Provision For Amending Action Plan.

The Fullerton/Normandy Redevelopment Project Area Tax Increment Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

Affirmative Action Plan.

The City is committed to and will affirmatively implement the following principles with respect to the Fullerton/Normandy Redevelopment Project Area.

- A. The assurance of equal opportunity in all personnel and employment actions with respect to the Plan and Project, including but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed, or ancestry.
- B. This commitment to affirmative action will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

Legal Description:

That part of the east half of the west half of the southeast quarter of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows:

beginning at the southwest corner of the east half of the west half of the southeast quarter of said Section 30; thence northerly, along the west line of the east half aforesaid, to the north line of the south 220 feet of the north half of said east half aforesaid; thence easterly, along the aforescribed line, to the west right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southerly, along said west railroad right-of-way to the south line of the north 100 feet of the south half of the east half aforesaid; thence westerly, along the aforescribed line to a line 150 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforescribed line, to a line 400 feet south of the north line of the south half of the east half aforesaid, as measured parallel with said west railroad right-of-way; thence westerly, along the aforescribed line, to a line 180 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforescribed line, to a point 900 feet south of the north line of the south half of the east half aforesaid, as measured parallel with said west railroad right-of-way; thence southwesterly to a point 997 feet south of the north line of the south half of the east half aforesaid, as measured along a line 200 feet west of and parallel with said west railroad right-of-way; thence southerly along the aforescribed line, to the south line of the east half aforesaid; thence westerly, along the aforescribed line, to the point of beginning, in Cook County, Illinois.

Table 1.

Estimated Redevelopment Project Costs.

Program Action/Improvements.

Demolition	\$1,500,000
Environmental Remediation	1,000,000
Site Preparation	300,000

Public Improvements	\$ 150,000
Planning, Legal, Studies, etc.	<u>150,000</u>
*TOTAL PROJECT COST:	\$3,100,000

Table 2.

1991 Equalized Assessed Valuation.

Permanent Index Number	1991 E.A.V.
13-30-404-013	\$ 126,270
13-30-409-004	2,008,469
13-30-409-005	53,179
13-30-409-008	<u>74,406</u>
TOTAL E.A.V.:	\$2,262,324

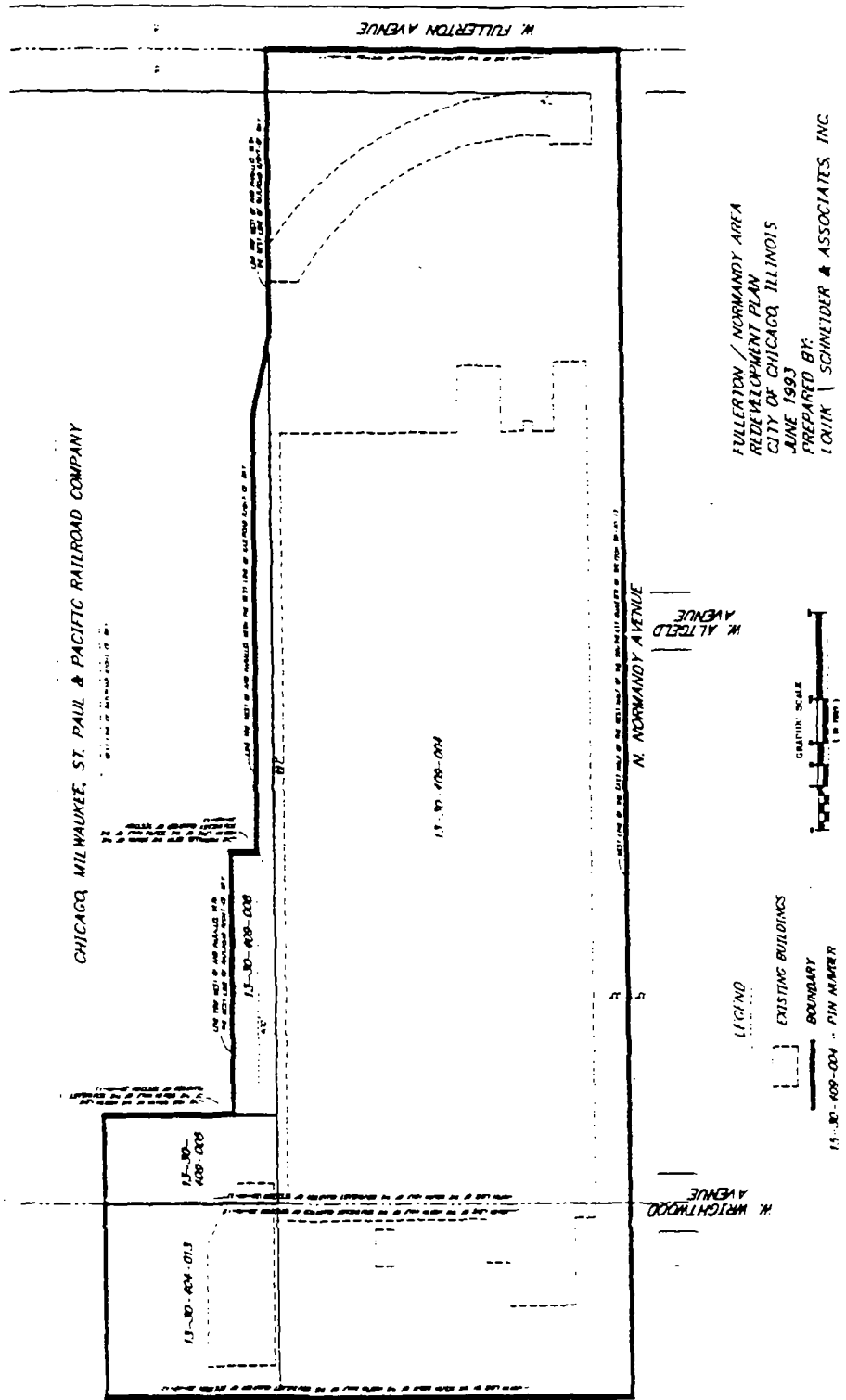
[Maps 1, 2 and 3 attached to this Exhibit "E" printed on pages 38543 through 38545 of this Journal.]

* Exclusive of capitalized interest, issuance costs and other financing costs.

Map 1.

Redevelopment Project Boundaries.

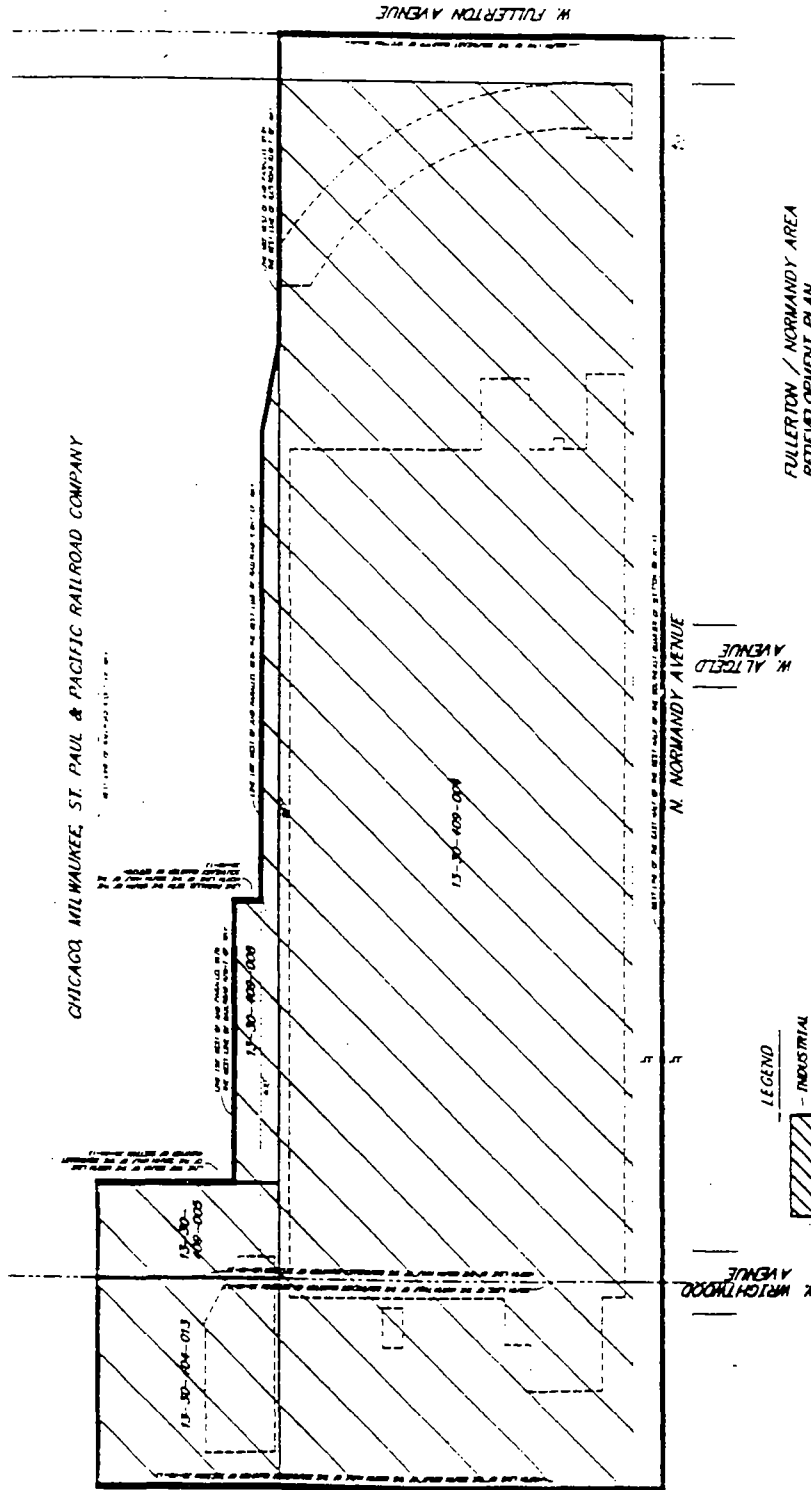
FULLERTON / NORMANDY AREA T.I.F. EXHIBIT



Map 2.

Existing Land Use.

FULLERTON / NORMANDY AREA T.I.F. EXHIBIT



FULLERTON / NORMANDY AREA
 REDEVELOPMENT PLAN
 CITY OF CHICAGO, ILLINOIS
 JUNE 1993
 PREPARED BY:
 LOUIE SCHNEIDER & ASSOCIATES, INC.

LEGEND
 - INDUSTRIAL
 - EXISTING BUILDINGS
 BOUNDARY
 15-30-409-004 - PIN NUMBER



Map 3.

Redevelopment Plan/Proposed Land Use.

FULLERTON / NORMANDY AREA T.I.F. EXHIBIT

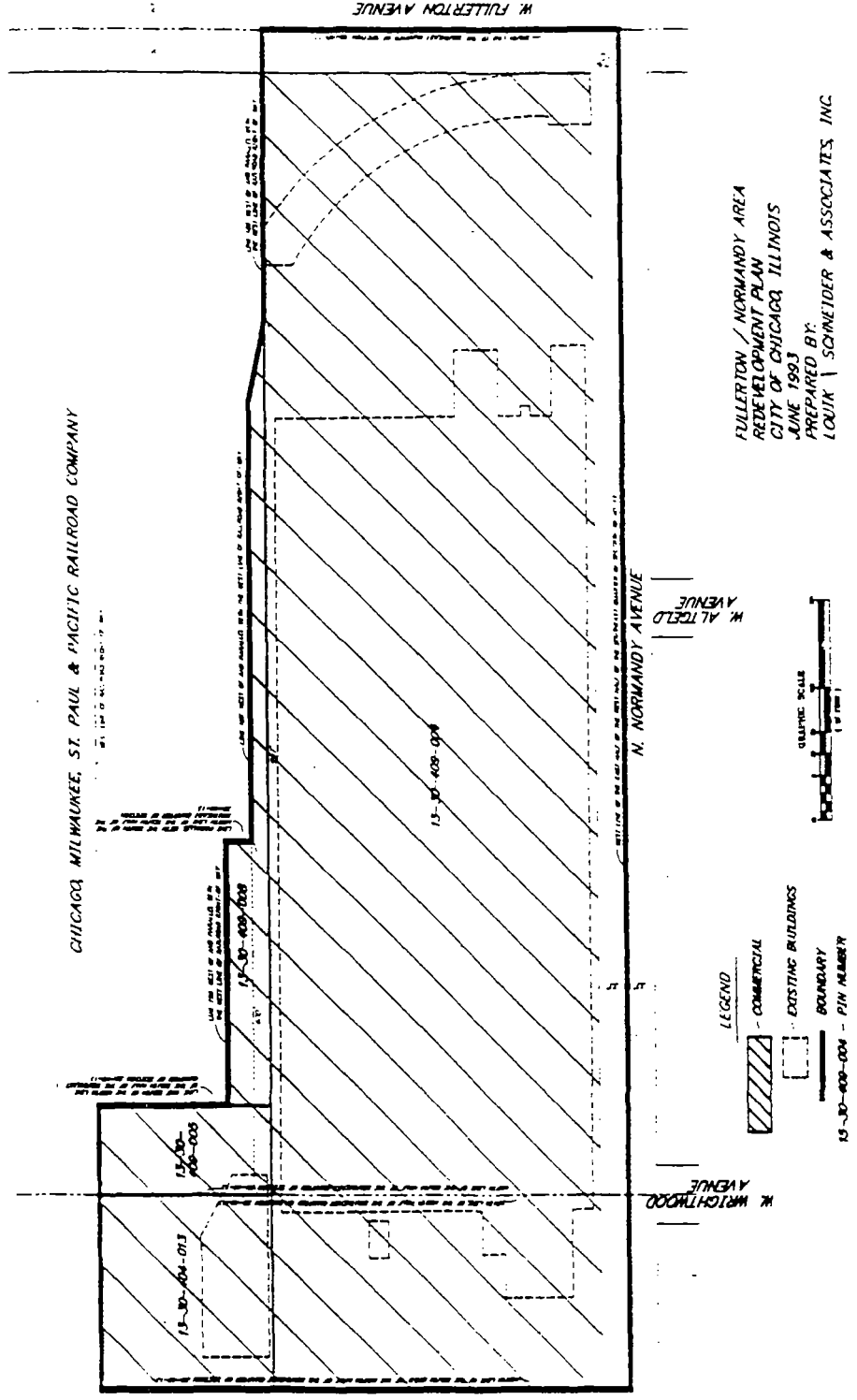
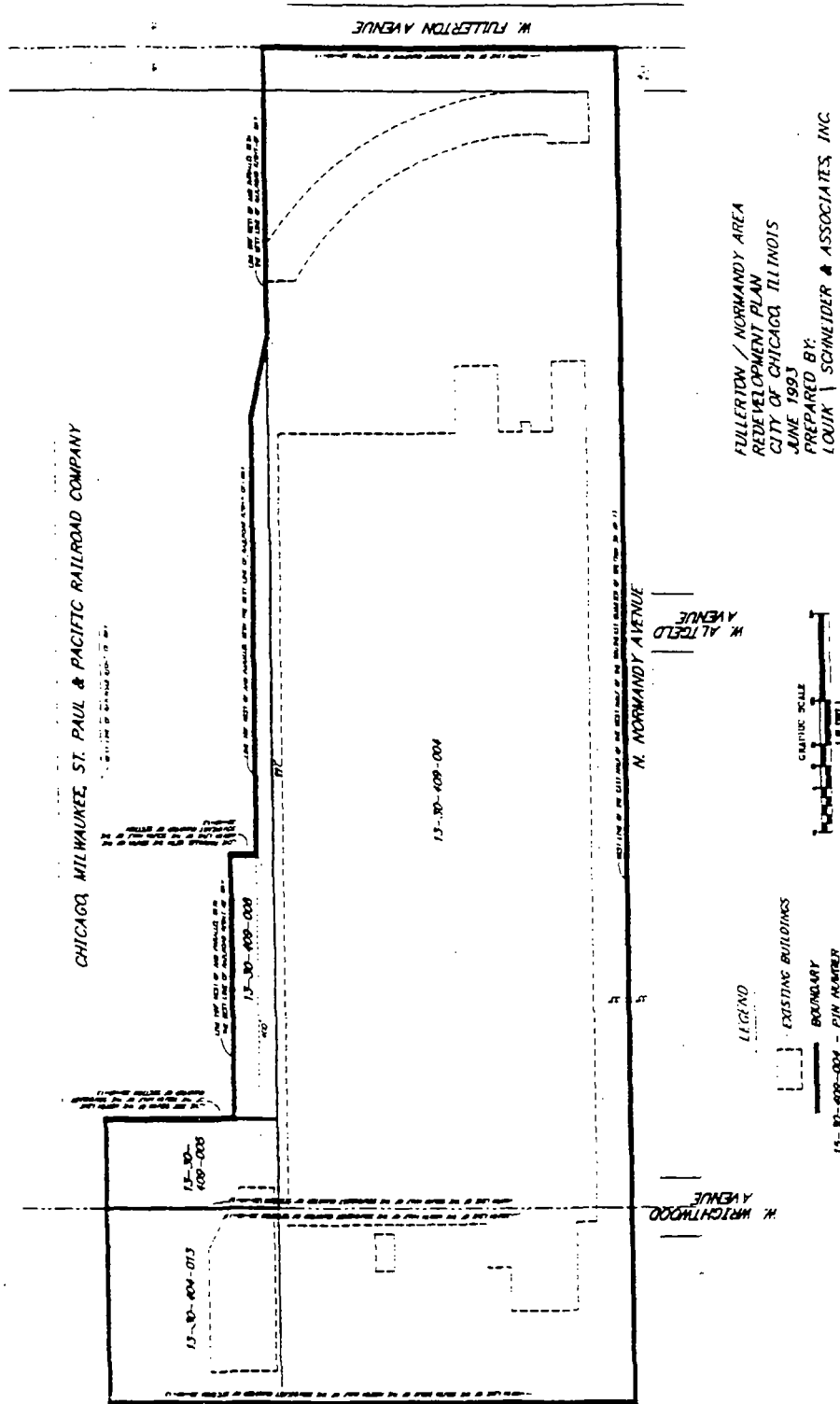


Exhibit "C".

Redevelopment Project Boundaries.

FULLERTON / NORMANDY AREA T.I.F. EXHIBIT



DESIGNATION OF FULLERTON/NORMANDY
REDEVELOPMENT PROJECT AREA AS
TAX INCREMENT FINANCING
DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance designating the Fullerton/Normandy Redevelopment Project Area as a Tax Increment Financing District, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Banks 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, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition) as amended (the "Act") for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area to be known as the "Fullerton/Normandy Redevelopment Project Area" (the "Area") described in Section 1 of this ordinance; and

WHEREAS, The Community Development Commission and the City Council of the Municipality (the "Corporate Authorities") have heretofore adopted and approved the Plan and Project, which Plan and Project were identified in An Ordinance Of The City Of Chicago, Illinois, Approving And Adopting A Redevelopment Plan And Redevelopment Project For The Fullerton/Normandy Redevelopment Project Area and were the subject, along with the Area designation hereinafter made, of a public hearing held on September 14, 1993; and

WHEREAS, It is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act; now, therefore,

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

SECTION 1. Area Designated. The Area, as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11.74.4-4 of the Act. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. The Area is not less in the aggregate than 1½ acres, and there exist conditions which cause the Area to be classified as a "blighted area" under the Act.

SECTION 3. The Area includes only those contiguous parcels of real property and improvements thereon substantially benefitted by the proposed redevelopment project improvements.

SECTION 4. Invalidity of Any Section. 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 5. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

[Exhibit "C" attached to this ordinance printed
on page 38551 of this Journal.]

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

Exhibit "A".

The legal description for the Fullerton/Normandy Redevelopment Project Area is:

that part of the east half of the west half of the southeast quarter of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at the southwest corner of the east half of the west half of the southeast quarter of said Section 30; thence northerly, along the west line of the east half aforesaid, to the north line of the south 220 feet of the north half of said east half aforesaid; thence easterly, along the aforesaid line, to the west right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southerly, along said west railroad right-of-way to the south line of the north 100 feet of the south half of the east half aforesaid; thence westerly, along the aforesaid line to a line 150 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforesaid line, to a line 400 feet south of the north line of the south half of the east half aforesaid, as measured parallel with said west railroad right-of-way; thence westerly, along the aforesaid line, to a line 180 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforesaid line, to a point 900 feet south of the north line of the south half of the east half aforesaid, as measured parallel with said west railroad right-of-way; thence southwesterly, to a point 997 feet south of the north line of the south half of the east half aforesaid, as measured along a line 200 feet

west of and parallel with said west railroad right-of-way; thence southerly, along the aforescribed line, to the south line of the east half aforesaid; thence westerly, along the aforescribed line, to the point of beginning, in Cook County, Illinois.

Exhibit "B".

The Fullerton/Normandy Redevelopment Project Area street location is:

6600 -- 6656 West Fullerton Avenue/2401 -- 2619 North Normandy Avenue. Its street boundaries are generally described as follows: Fullerton Avenue on the south, Normandy Avenue on the west, a private street just north of Wrightwood Avenue on the north, and the Chicago, Milwaukee, St. Paul and Pacific Railroad tracks and the Commonwealth Edison substation property line on the east.

ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR FULLERTON-NORMANDY
REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

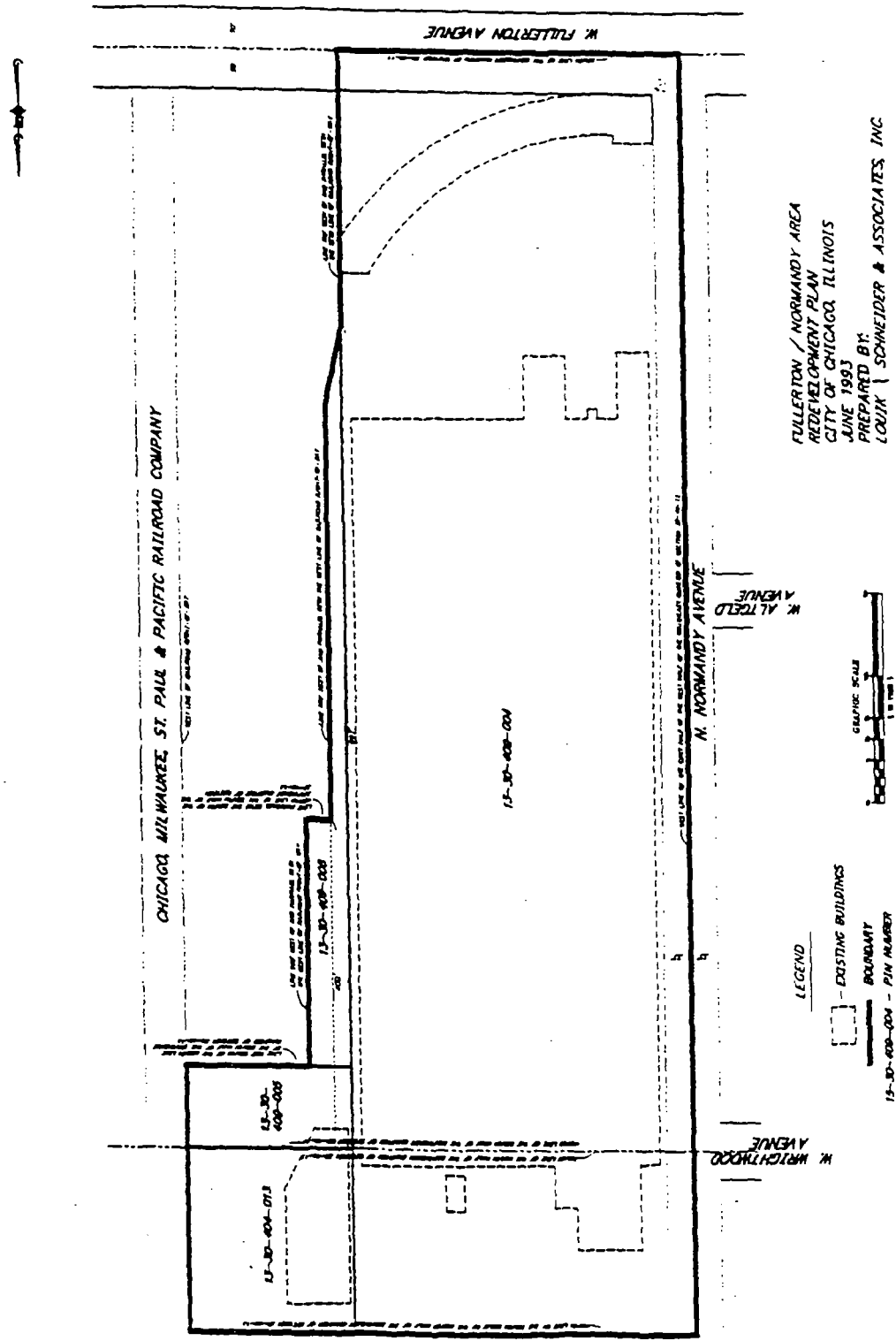
Your Committee on Finance, having had under consideration an ordinance adopting Tax Increment Financing for the Fullerton-Normandy Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 38552)

Exhibit "C".

Redevelopment Project Boundaries.

FULLERTON / NORMANDY AREA T.I.F. EXHIBIT



FULLERTON / NORMANDY AREA
 REDEVELOPMENT PLAN
 CITY OF CHICAGO, ILLINOIS
 PREPARED BY:
 LOUIE SCHNEIDER & ASSOCIATES, INC.

LEGEND
 - EXISTING BUILDINGS
 - BOUNDARY
 15-30-400-004 - PIN NUMBER

GRAPHIC SCALE
 1" = 100'

(Continued from page 38550)

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Banks 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, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition), as amended (the "Act"); and

WHEREAS, The Municipality has heretofore adopted a redevelopment plan and project (the "Plan" and "Project") as required by the Act by passage of An Ordinance Of The City Of Chicago, Illinois, Approving And Adopting A Redevelopment Plan And Redevelopment Project For The Fullerton/Normandy Project Area and has heretofore designated a redevelopment project area as required by the Act by passage of An Ordinance Of The City Of Chicago, Illinois, Designating

The Fullerton/Normandy Redevelopment Project Area Of Said City A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the redevelopment project area as described in Exhibit A (the "Area") attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated as if set out in full by this reference.

SECTION 2. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this ordinance until the Project costs and obligations issued in respect thereto, have been paid, shall be divided as follows:

(a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

(b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "Fullerton-Normandy Redevelopment Project Area Special Tax Allocation Fund" of the Municipality and such taxes be used for the purpose of paying Project costs and obligations incurred in payment thereof.

SECTION 3. Invalidity of Any Section. 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 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

[Exhibit "C" attached to this ordinance printed
on page 38556 of this Journal.]

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

Exhibit "A".

The legal description for the Fullerton/Normandy Redevelopment Project Area is:

that part of the east half of the west half of the southeast quarter of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at the southwest corner of the east half of the west half of the southeast quarter of said Section 30; thence northerly, along the west line of the east half aforesaid, to the north line of the south 220 feet of the north half of said east half aforesaid; thence easterly, along the aforescribed line, to the west right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southerly, along said west railroad right-of-way to the south line of the north 100 feet of the south half of the east half aforesaid; thence westerly, along the aforescribed line to a line 150 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforescribed line, to a line 400 feet south of the north line of the south half of the east half aforesaid, as measured parallel with said west railroad right-of-way; thence westerly, along the aforescribed line, to a line 180 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforescribed line, to a point 900 feet south of the north line of the south half of the east half aforesaid, as measured parallel with said west railroad right-of-way; thence southwesterly, to a point 997 feet south of the north line of the south half of the east half aforesaid, as measured along a line 200 feet west of and parallel with said west railroad right-of-way; thence southerly, along the aforescribed line, to the south line of the east half aforesaid; thence westerly, along the aforescribed line, to the point of beginning, in Cook County, Illinois.

Exhibit "B".

The Fullerton/Normandy Redevelopment Project Area street location is:

6600 -- 6656 West Fullerton Avenue/2401 -- 2619 North Normandy Avenue. Its street boundaries are generally described as follows: Fullerton Avenue on the south, Normandy Avenue on the west, a private street just north of Wrightwood Avenue on the north, and the Chicago, Milwaukee, St. Paul and Pacific Railroad tracks and the Commonwealth Edison substation property line on the east.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH CLOVERHILL PASTRY-VEND
CORPORATION FOR ACQUISITION OF
PROPERTY AND CONSTRUCTION
OF FACILITY AT 2035 NORTH
NARRAGANSETT
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 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 Cloverhill Pastry-Vend Corporation located at 2020 North Parkside Avenue, in an amount not to exceed \$6,000,000, 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,

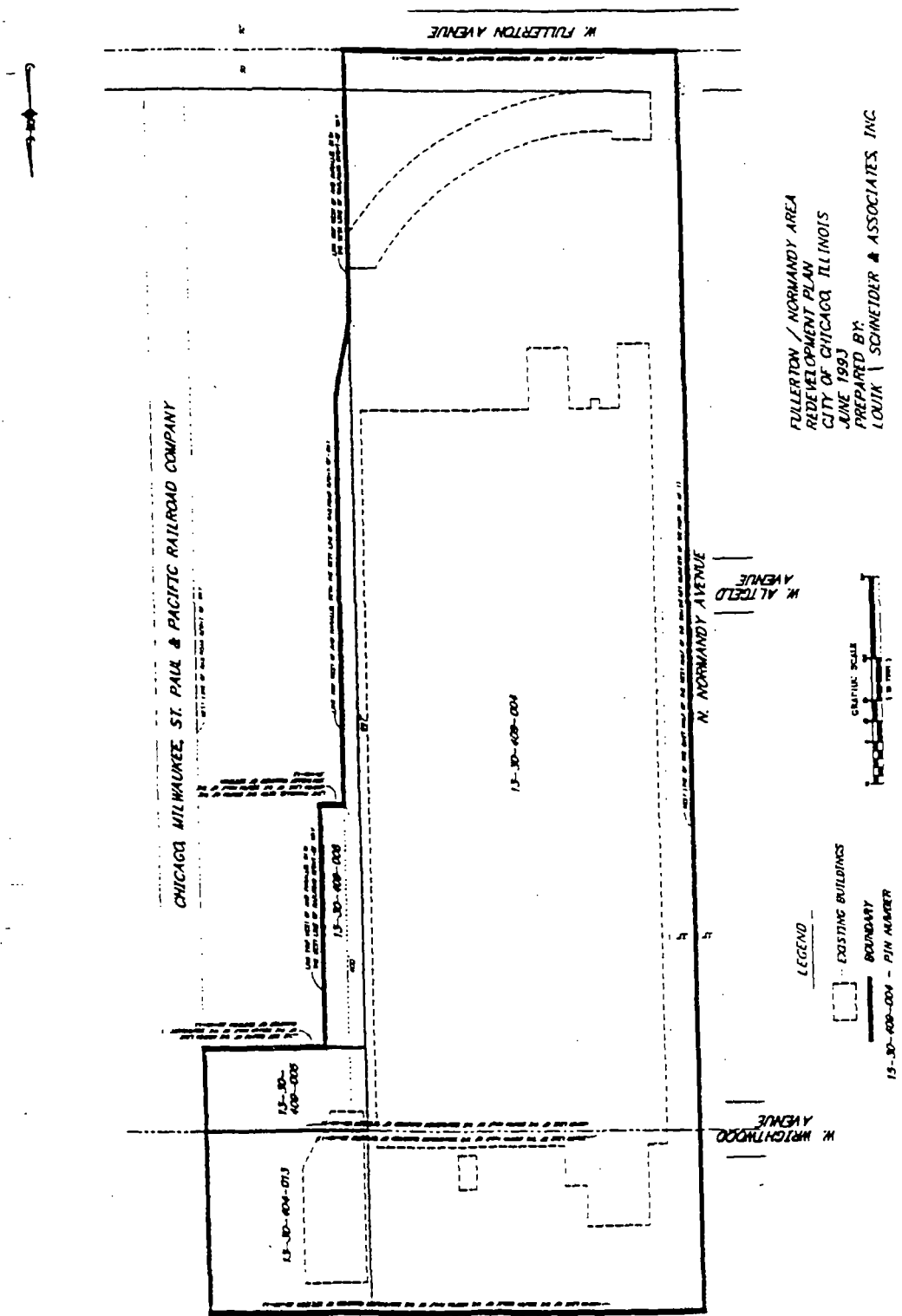
(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 38557)

Exhibit "C".

Redevelopment Project Boundaries.

FULLERTON / NORMANDY AREA T.I.F. EXHIBIT



(Continued from page 38555)

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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") is a home rule unit of government under Section (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 City's Department of Planning and Development ("D.P.D.") 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 Community Development Block Grant ("C.D.B.G.") Float Loan Program (the "Program") from C.D.B.G. Year XIX funds; and

WHEREAS, Cloverhill Pastry-Vend Corporation, an Illinois corporation (the "Borrower"), made an application to D.P.D. to borrow funds under the Program for the acquisition of certain property, demolition of existing structures thereon and construction of a new 54,000 square foot facility, and purchase of equipment therefor, for the baking, packaging and shipping of wholesale bakery goods, which will result in the creation of an estimated 50 new, permanent job opportunities for primarily low- and moderate-income persons residing in the City; and

WHEREAS, The C.D.B.G. Float Loan Committee has reviewed the Borrower's loan application and approved the making of a loan to the Borrower in an amount not to exceed \$6,000,000 (the "Loan"); 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. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to approval of the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts on behalf of the City as shall be necessary or advisable in connection with the implementation of the Loan. The Commissioner is hereby authorized, subject to 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.

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: Cloverhill Pastry-Vend Corporation, an Illinois corporation.

Present Address: 2020 North Parkside Avenue
Chicago, Illinois 60639.

Loan Program: C.D.B.G. Float Loan.

Amount: Not to exceed \$6,000,000.

Term: 24 months.

Interest Rate: 2.4 percent per annum.

Collateral: Letter of Credit to be issued by American National Bank and Trust Company of Chicago, Chicago, Illinois 60690 (or a financial institution meeting 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 Loan plus interest.

Purpose: To provide financial assistance for the acquisition of property, demolition of existing structures thereon and construction of a new 54,000 square foot facility at 2035 North Narragansett Avenue for the baking, packaging and shipping of wholesale bakery goods, and the purchase of equipment therefor.

APPROVAL OF REDEVELOPMENT PLAN AND REDEVELOPMENT
PROJECT FOR EASTMAN/NORTH BRANCH
REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving the Eastman/North Branch Redevelopment Project Area as a Tax Increment Financing District, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and for the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992), as amended (the "Act"), for the proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the boundaries of the Municipality and within a proposed redevelopment project area to be known as the "Eastman/North Branch Redevelopment Project Area" (the "Area") described in Section 1(a) of this ordinance, which Area is contiguous and constitutes in the aggregate more than 1 and 1/2 acres; and

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the Municipality, by authority of the City Council of the Municipality (the "Corporate Authorities"), called a public hearing (the "Hearing") relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act on August 10, 1993; and

WHEREAS, Due notice of such Hearing was given pursuant to Section 11-74.4-6 of the Act, said notice being given to taxing districts and to the Department of Commerce and Community Affairs of the State of Illinois by

certified mail on June 23, 1993, by publication in the *Chicago Sun-Times* on July 22, 1993 and July 29, 1993, and by certified mail to taxpayers within the Area on July 22, 1993; and

WHEREAS, A meeting of the Joint Review Board on the Plan and Project and on the designation of the Area was convened on July 7, 1993 at 10:00 A.M., concerning the approval of the Plan and Project and designation of the Area; and

WHEREAS, The Plan and Project set forth the factors which cause the Area to be blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the Area which cause such area to be a "blighted area" as said term is used in the Act; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to the lack of private investment in the Area to determine whether private development would take place in the Area as a whole without the adoption of the Plan; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to real property in the Area to determine whether contiguous parcels of real property and improvements thereon in the Area would be substantially benefitted by the Project improvements; and

WHEREAS, The Corporate Authorities have reviewed the Plan and the Project and also the existing comprehensive plans for development of the Municipality as a whole to determine whether the Plan and the Project conform to such comprehensive plans of the Municipality; now, therefore,

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

SECTION 1. Findings. The Corporate Authorities hereby make the following findings:

(a) The Area is described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

(b) Conditions exist which cause the Area to be subject to designation as a Redevelopment Project Area under the Act and to be classified as a blighted area as defined in Section 11-74.4-3(a) of the Act.

(c) The Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Plan.

(d) The Plan and Project conform to the comprehensive plans for the development of the Municipality as a whole, or i) conform to the strategic economic development or redevelopment plan issued by the designated planning authorities of the Municipality, or ii) include land uses that have been approved by the planning commission of the Municipality.

(e) As set forth in the Plan the estimated date of completion of the Project is September 1, 2016 and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined in the Plan is September 1, 2016.

(f) The Area would not reasonably be developed without the use of incremental revenues pursuant to Section 11-74.4-8 of the Act, and such incremental revenues will be used exclusively for the development of the Area.

(g) The parcels of real property in the Area are contiguous, and only those contiguous parcels of real property and improvements thereon will be substantially benefitted by the Project improvements area included in the Area.

SECTION 2. Exhibits Incorporated by Reference. A certified copy of the resolution of the Commission and the Plan and Project which were the subject matter of the Hearing held August 10, 1993, are hereby adopted and approved. Copies of the resolution and of the Plan and Project are set forth in Exhibit D and Exhibit E, respectively, and are attached hereto and incorporated herein as if set out in full by this reference.

SECTION 3. Invalidity of Any Section. 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 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

SECTION 5. Powers of Eminent Domain. In compliance with Chapter 24, Section 11-74.4-4(c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition of parcels contained within the Redevelopment Project Area. In the event the Corporation Counsel is unable to acquire any of said parcels through

negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire said property; nothing herein shall be in derogation of any proper authority.

[Exhibit "C" attached to this ordinance printed
on page 38594 of this Journal.]

Exhibits "A", "B", "D" and "E" attached to this ordinance read as follows:

Exhibit "A".

Legal Description Of Boundary.

That part of Elston's Addition to Chicago, being a subdivision in the west half of the northeast quarter of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the southwest corner of Lot 11 in Block 50 in said Elston's Addition, said point being also the point of intersection of the north line of Blackhawk Street and the easterly line of the North Branch of the Chicago River; thence east on an assumed bearing of north 90 degrees 00 minutes 00 seconds east along the south line and the easterly extension of said Lot 11, a distance of 604.00 feet to a point in the east line of North Cherry Avenue; thence south 1 degree 20 minutes 21 seconds east along said east line of North Cherry Avenue, and the southerly extension thereof, a distance of 833.83 feet to a point in the northeasterly extension of the southerly line of Eastman Street; thence south 58 degrees 58 minutes 54 seconds west along said southerly line a distance of 288.35 feet to a point in the easterly line of Branch Street; thence north 31 degrees 01 minutes 06 seconds west along said easterly line a distance of 132.10 feet to a bend point in said easterly line of Branch Street; thence north 1 degree 20 minutes 21 seconds west along said easterly line a distance of 358.20 feet to a point in a line, said line being the easterly extension of the south line of Lot 9 in Block 51 in said Elston's Addition; thence south 90 degrees 00 minutes 00 seconds west along said south line and easterly extension thereof a distance of 354.00 feet to the southwest corner of said Lot 9, said point being also on the easterly line of the North Branch of said Chicago River; thence northeasterly along said easterly line a distance of 513.7 feet, more or less, to the place of beginning, all in Cook County, Illinois.

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	17-05-202-005
	17-05-202-006
	17-05-202-007
	17-05-202-008
	17-05-202-009

Exhibit "B".

The boundaries of the redevelopment project area are generally described as West Blackhawk Street between the east bank of the North Branch of the Chicago River and North Cherry Street; North Cherry Street between West Blackhawk Street and West Eastman Street; West Eastman Street between North Cherry Street and North North Branch Street; North North Branch Street between West Eastman Street and the southern east/west boundary line of the National-By-Products property located west of North North Branch Street; the southern east/west boundary line of the National-By-Products property between North North Branch Street and the east bank of the North Branch of the Chicago River; and the east bank of the North Branch of the Chicago River between the southern east/west boundary line of the National-By-Products property and West Blackhawk Street.

Exhibit "D".

*Eastman/North Branch
Tax Increment Financing
Redevelopment Project And Plan.*

1.

Introduction.

The City of Chicago has recognized the importance of its industrial sector, and has taken a number of steps which should help it maintain its industrial base and provide potential sites for relocating or expanding manufacturing and related firms. One such step was the passage of the enabling ordinance for the Planned Manufacturing District (P.M.D.) in April, 1988.

This ordinance states that its objectives are to:

1. Promote the City's industrial base and maintain the City's diversified economy for the benefit of its citizens;
2. Strengthen the existing manufacturing areas which are suitable in size, location, and character for these types of uses;
3. Encourage industrial investment, modernization, and expansion by providing for stable and predictable industrial environments.

Presently, the City has designated three areas as P.M.D.s -- Clybourn Corridor, Elston Corridor and Goose Island, the location of the property which is the subject of this Redevelopment Project and Plan. All are located on the north side of the City, proximate to the North Branch of the Chicago River and the North Branch Canal.

The City has given Goose Island P.M.D. designation for a number of reasons.

- Location. Goose Island is at the southern edge of the North Branch Industrial Corridor. This area benefits from accessibility to O'Hare Airport, Kennedy Expressway, railroads, and the Chicago River as well as proximity to markets, suppliers, and a large skilled labor force.
- Available Land. According to a City of Chicago Planning Department Staff Report to the Chicago Plan Commission, dated August 1990, of the approximately 50 acres of vacant industrial land on the City's north side, excluding that which is adjacent to O'Hare, 27 acres are found on Goose Island. Also, the only industrial site on the north side in excess of five acres is on the Island. This land, however, is underutilized and, prior to the designation, was threatened by residential and commercial development.

- Relocation Potential. Existing Chicago industries, desirous of expansion or relocation, are increasingly moving to the suburbs where land is available, acquisition costs are less, and land use is relatively more stable for long term capital investments. Goose Island could help the City retain and attract a larger share of the metropolitan area's industrial growth and development.

Existing site and development constraints must be overcome before achievement of the City's objectives for the Goose Island P.M.D. can be realized. Since 1983, the City has spent over \$15 Million on industrial infrastructure improvements on Goose Island, and additional infrastructure improvements are planned. Although City initiatives and expenditures have stimulated private investment in rehabilitation and new construction within parts of the Goose Island P.M.D. area, the Eastman/North Branch Redevelopment Area (hereinafter designated and defined as the "Redevelopment Project Area") has historically not been subject to growth and development through investment by private enterprise, and is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Tax Increment Financing Redevelopment Project and Plan and the substantial investment of public funds. Historically, private investment has not occurred to any major extent in the Goose Island area except in those areas in which the City has made a substantial investment of public funds.

Tax Increment Financing.

In January, 1977, tax increment financing ("T.I.F.") was made possible by the Illinois General Assembly through passage of the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "Act"). The Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74.4-1, et seq., as amended. The Act provides a means for municipalities after the approval of a "redevelopment plan and project" to redevelop "blighted", "conservation" or "industrial park conservation" areas and to finance public redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue ("tax increment revenue") is derived from the increase in the equalized assessed valuation ("E.A.V.") of real property within the T.I.F. redevelopment area over and above the certified initial E.A.V. of the real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in tax increment revenue. A decline in current E.A.V. does not result in a negative real estate tax increment.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the redevelopment project area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and

credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax Increment financing does not generate revenues by increasing tax rates; it generates revenues by allowing the municipality to capture, temporarily, new tax revenues resulting from redevelopment. Further, under tax increment financing, all taxing districts continue to receive the tax revenue they received prior to redevelopment from property in the area. Moreover, taxing districts can receive distributions of excess increment when more tax increment revenue is received than is necessary to pay for expected redevelopment project costs and principal and interest obligations issued to pay such costs. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

The Eastman/North Branch Tax Increment Redevelopment Plan And Project.

This Eastman/North Branch Tax Increment Redevelopment Project and Plan (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private actions in the Redevelopment Project Area.

This Redevelopment Plan also specifically describes the Redevelopment Project Area and sets forth the blighting factors which qualify the Redevelopment Project Area for designation as a blighted area as defined in the Act.

In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. The "Redevelopment Project" as used herein means any development project which may, from time to time, be undertaken to accomplish the objectives of the Redevelopment Plan.

The Redevelopment Project represents an important economic opportunity for the City of Chicago. By creating an environment for private development, Chicago will strengthen its tax base and establish an atmosphere that creates and retains jobs and a real alternative for companies that might otherwise move to the suburbs or out of state.

The goal of the City of Chicago, however, is to ensure that the entire Redevelopment Project Area be redeveloped on a comprehensive and planned development basis in order to ensure that new development occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land use, pedestrian access, vehicular circulation, parking, service and urban design systems will functionally come together, meeting modern-day principles and standards.

2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.
3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City.

Redevelopment of the Redevelopment Project Area is a complex undertaking, and it presents challenges and opportunities commensurate with its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. The adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for the redevelopment of the Redevelopment Project Area. By means of public investment, the area will become a stable environment that will again attract private investment. Public investment will set the stage for the rebuilding of the area with private capital.

Public and private investment is possible only if tax increment financing is used pursuant to the terms of the Act. The revenue generated by the development play a decisive role in encouraging private development. Conditions of blight that have precluded intensive private investment in the past will be eliminated. Through this Redevelopment Plan, the City of Chicago will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public/private redevelopment effort. Implementation of this Redevelopment Plan will benefit the City, its neighborhoods and all the taxing districts which encompass the Goose Island area in the form of an expanded tax base, employment opportunities and a wide range of other benefits.

2.

Redevelopment Project Area Description.

The boundaries of the Eastman/North Branch Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only the real property and improvements thereon substantially benefited by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, Boundary Map, and more particularly described as follows:

that part of Elston's Addition to Chicago, being a subdivision in the west half of the northeast quarter of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the southwest corner of Lot 11 in Block 50 in said Elston's Addition, said point being also the point of intersection of the north line of Blackhawk Street and the easterly line of the North Branch of the Chicago River; thence east on an assumed bearing of north 90 degrees 00 minutes 00 seconds east along the south line and the easterly extension of said Lot 11, a distance of 604.00 feet to a point in the east line of Cherry Avenue; thence south 1 degree 20 minutes 21 seconds east along said east line of Cherry Avenue, and the southerly extension thereof, a distance of 833.83 feet to a point in the northeasterly extension of the southerly line of Eastman Street; thence south 58 degrees 58 minutes 54 seconds west along said southerly line a distance of 288.35 feet to a point in the easterly line of Branch Street; thence north 31 degrees 01 minutes 06 seconds west along said easterly line a distance of 132.10 feet to a bend point in said easterly line of Branch Street; thence north 1 degree 20 minutes 21 seconds west along said easterly line a distance of 358.20 feet to a point in a line, said line being the easterly extension of the south line of Lot 9 in Block 51 in said Elston's Addition; thence south 90 degrees 00 minutes 00 seconds west along said south line and easterly extension thereof a distance of 354.00 feet to the southwest corner of said Lot 9, said point being also on the easterly line of the North Branch of said Chicago River; thence northeasterly along said easterly line a distance of 513.7 feet, more or less, to the place of beginning, all in Cook County, Illinois.

3.

Redevelopment Project Area Goals And Policies.

Managed growth in the form of investment in new development and facilities is essential in the Redevelopment Project Area. Redevelopment efforts in the Redevelopment Project Area will strengthen the entire City through environmental improvements, increased tax base and additional employment opportunities.

The Act encourages the public and private sectors to work together to address and solve the problems of urban growth and development. The joint effort between the City and the private sector to redevelop parts of the Redevelopment Project Area will receive significant support from the financing methods made available by the Act.

This section of the Redevelopment Plan identifies the goals and policies of the City for the Redevelopment Project Area. A later section of this Redevelopment Plan identifies the more specific program which the City plans to undertake in achieving the redevelopment goals and policies which have been identified.

General Goals.

- Provide infrastructure improvements within the Redevelopment Project Area.
- Encourage industrial development by eliminating the influences and the manifestations of physical and economic deterioration and obsolescence within the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area.
- Revitalize the Redevelopment Project Area to establish it as an important activity center contributing to the regional and national focus of the City.
- Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties adjacent to the Redevelopment Project Area.
- Provide an increased real estate and sales tax basis for the City of Chicago, the State of Illinois and other taxing districts extending into the Redevelopment Project Area.

Policies.

It is the policy of the City of Chicago to:

- Foster the City's industrial base and to maintain the City's diversified economy for the general welfare of its citizens;
- Strengthen existing manufacturing areas which are suitable in size, location and character and which the City Council deems may benefit from designation;
- Encourage industrial investment, modernization, and expansion by providing for stable and predictable industrial environments.

4.

*Blighted Area Conditions Existing In The
Redevelopment Project Area.*

The findings presented in this section are based on surveys and analysis conducted for an area of approximately 11 acres, consisting of nine parcels in a two-block area, including street rights-of-way. The Redevelopment Project Area includes the area generally bounded by West Blackhawk Street, North Cherry Street, West Eastman Street, North Branch Street and the North Branch of the Chicago River.

As set forth in the "Act", "blighted area" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of 5 or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; or lack of community planning, is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the taxing districts is impaired by, (1) a combination of 2 or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused railyards, rail tracks or railroad rights-of-way, or (5) the area, prior to the area's designation, is subject to chronic flooding which adversely impacts on real property which is included in or (is) in proximity to any improvements on real property which has been in existence for at least 5 years and which substantially contributes to such flooding, or (6) the area consists of an unused disposal site, containing earth, stone, building debris or similar material, which was removed from construction, demolition, excavation or dredge sites, or (7) the area is not less than 50 nor more than 100 acres, 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, which area meets at least one of the factors itemized in provision (1) of the subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

While it may be concluded that the mere presence of the minimum number of stated factors is sufficient to make a finding of blight, the following evaluation was made on the basis that the blighting factors must be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the distribution of blighting factors throughout the study area must be reasonable so that basically good areas are not arbitrarily found to be blighted simply because of their proximity to areas which are blighted.

On the basis of this approach, the Redevelopment Project Area qualifies as an improved "blighted area" as defined by the Act.

- Of the fourteen factors set forth in the Act, nine are present in the area.
- The factors present are reasonably distributed throughout the area.
- All parcels within the area show the presence of blight factors.
- The area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

The factors described below and shown in Figure 2, Summary of Blight Factors are present in the area:

1. Age.
Age as a factor is present to a major extent. All three buildings within the area are 35 years of age or older.
2. Obsolescence.
Obsolescence as a factor is present to a major extent. Characteristics include obsolete buildings, obsolete streets and obsolete platting.
3. Deterioration.
Deterioration as a factor is present to a major extent throughout the area. Conditions contributing to this factor include deteriorating structures and deteriorating streets.

4. Existence Of Structures Below Minimum Code.

Structures below minimum code as a factor are present to a major extent, affecting all buildings with advanced defects which are below the City's code standards for existing buildings.

5. Excessive Vacancies.

Excessive vacancies as a factor are present to a major extent and includes two of the three large buildings and property within the area.

6. Excessive Land Coverage.

Excessive land coverage as a factor is present to a major extent. Of the three properties, buildings coverage includes 100 percent on one site and 75 percent on the remaining sites. Excessive land coverage conditions result in limited provision for off-street parking, loading and service.

7. Deleterious Land Use Or Layout.

Deleterious land use or layout is present to a major extent throughout the area. Conditions contributing to this factor include parcels of limited size and irregular shape and lack of proper placement/setback of buildings.

8. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and storage areas, and streets.

9. Lack Of Community Planning.

Lack of community planning as a factor is present to a major extent throughout the area. Conditions contributing to this factor include parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, the existence of a poorly arranged system of streets and lack of reasonable development controls for building setbacks, and off-street parking. Additionally, the area

was developed without the benefit of community planning guidelines and standards.

The analysis above is based upon surveys and analyses conducted by Trkla, Pettigrew, Allen & Payne, Inc.. The surveys and analyses conducted include:

1. Exterior surveys of the condition and use of each building, and interior survey of one building;
2. Field surveys of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. Analysis of existing uses and their relationships;
4. Comparison of current land use to current zoning ordinance and the current zoning maps;
5. Comparison of surveyed buildings to property maintenance and other codes of the City;
6. Analysis of original and current platting and building size and layout;
7. Analysis of building floor area and site coverage; and
8. Review of previously prepared plans, studies and data.

5.

*Eastman/North Branch Tax Increment Financing
Redevelopment Project.*

This section presents the overall program to be undertaken by the City of Chicago or by private developers acting under redevelopment agreements with the City. It includes a description of redevelopment plan and project objectives, a description of redevelopment activities, a general land use plan, estimated redevelopment project costs, a description of sources of funds to pay redevelopment project costs, a description of obligations that may be issued, identification of the most recent equalized assessed valuation of properties in the Redevelopment Project Area, and an estimate of anticipated equalized assessed valuation.

In the event the City determines that implementation of certain activities or improvements is not feasible, the City may reduce the scope of the overall program and Redevelopment Project.

Redevelopment Objectives.

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a blighted area. Section 4 of this Redevelopment Plan Blighted Area Conditions Existing in the Redevelopment Project Area, describes existing blighting conditions.
- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.
- Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with contemporary development needs and standards.
- Create an environment which stimulates private investment in new construction, expansion, and rehabilitation.
- Achieve development which is integrated both functionally and aesthetically with nearby existing development, and which contains a complementary mix of uses.
- Encourage a high-quality appearance of buildings, rights-of-way, and open spaces, and encourage high standards of design.
- Provide sites for needed public improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with accepted design criteria for such facilities.
- Provide needed incentives to encourage a broad range of improvements in both rehabilitation and new development efforts.
- Encourage the participation of minorities and women in professional and investment opportunities involved in the development of the Redevelopment Project Area.
- Implement and achieve the Redevelopment Project Area Goals and Policies as set forth in Section 3 of this Redevelopment Plan.

Redevelopment Plan And Project Activities.

The City proposes to achieve its redevelopment goals, policies and objectives for the Redevelopment Project through public financing techniques including tax increment financing and by undertaking some or all of the following actions:

1. Property Acquisition, Site Preparation, Demolition And Relocation.

Property acquisition and land assembly by the private sector for redevelopment in accordance with this Redevelopment Plan will be encouraged. To achieve the renewal of the Redevelopment Project Area, property identified in Development Program, Figure 3, attached hereto and made a part hereof, may be acquired by purchase, exchange or long-term lease by the City of Chicago and cleared of all improvements and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or recreational facilities. The City may determine that to meet the goals, policies or objectives of this Redevelopment Plan property may be acquired where: a) the current use of the property is not permitted under this Redevelopment Plan; b) the exclusion of the property for acquisition would have a detrimental effect on the disposition and development of adjacent and nearby property; or c) the owner or owners are unwilling or unable to conform the property to the land-use and development objectives of this Redevelopment Plan. Further, the City may require written redevelopment agreements with developers before acquiring any properties.

Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized. Clearance and demolition activities will include demolition of buildings, breaking-up and removal of old foundations, excavation and removal of soil and other materials to create suitable sites for new development and to provide for storm drainage.

As an incidental but necessary part of the redevelopment process, the City may devote property which it has acquired to temporary uses until such property is scheduled for disposition and redevelopment.

2. Provision Of Public Improvements.

Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to the following:

A. Seawall Reconstruction.

The existing seawall along the west line of the redevelopment site is in a seriously deteriorated condition and will require complete reconstruction.

B. Utility Relocation.

Existing on-site utilities, including sewer and water lines, are improperly located and of inadequate size and capacity to serve new industrial development. Relocation or replacement of utilities will be required.

3. Job Training And Related Educational Programs.

Separate or combined programs designed to increase the skills of the labor force to take advantage of the employment opportunities within the Redevelopment Project Area will be implemented. This will be particularly important in conjunction with development of international trade operations and related services.

4. Analysis, Administration, Studies, Surveys, Legal, Et Al.

Activities include the long-term management of the T.I.F. Program as well as the costs of establishing the Program and designing its components.

5. Redevelopment Agreements.

Land assemblage which may be by purchase, exchange, donation, lease, or eminent domain shall be conducted for (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may contain more specific controls than those stated in this Redevelopment Plan.

General Land Use Plan.

The Land Use Plan, Figure 4, attached hereto and made a part hereof, identifies land uses and public rights-of-way to be in effect upon adoption of this Redevelopment Plan. The major land use category included within the Redevelopment Project Area is Planned Manufacturing.

The Redevelopment Plan and the Redevelopment Project conform to the 1966 Comprehensive Plan for development of the City of Chicago as a whole. Further, the Redevelopment Plan and Redevelopment Project are consistent with, and are established pursuant to implementation of, general municipal development objectives and policies contained in development plans previously adopted by the City of Chicago.

All major thoroughfares and street rights-of-way are shown on the Land Use Plan Map. Their locations are subject to modification.

The Land Use Plan as designated in Figure 4 provides a guide for future land use improvements and developments within the Redevelopment Project Area.

The following uses are permitted in the Goose Island Planned Manufacturing District, inclusive, provided that within 300 feet of a Residential District all business, servicing or processing shall take place within completely enclosed buildings. Within 300 feet of a Residential District, all storage, except of motor vehicles, shall be within completely enclosed buildings or may be located out-of-doors if it is effectively screened by a solid wall or fence (including solid entrance and exit gates).

1. Any production, processing, cleaning, servicing, testing, repair, or storage of materials, goods, products or information.
2. Cartage and express facilities.
3. Contractor, construction or demolition offices, shops or yards.
4. Dwelling units for watchmen.
5. Earth station antennas not to exceed 8 feet.
6. Fuel and ice sales, if located in completely enclosed buildings.
7. Garage and parking lots for motor vehicles.
8. Occupational health and safety medical clinics.
9. Offices, business and professional, not below the second floor.

10. Public utility and public services uses.
11. Recycling facilities, Class I, II, III.
12. Retail sales rooms or areas, provided that the sales conducted therein (i) are limited to materials, goods, products, or information which, in whole or in part, are manufactured or processed (including production, fabrication, conversion, alteration or recycling) upon the same zoning lot as such sales rooms or areas are located and (ii) do not exceed 20 percent of the floor area upon the zoning lot devoted to such manufacture or processing.
13. Signs, as regulated.
14. Storage, warehousing and wholesale establishments.
15. Storage of flammable liquids, above ground in tanks in excess of capacity limits set forth in Section 10.10-3(1)a, only as provided for in Chapter 60-52 of the Municipal Code of Chicago, as amended, as a planned development.
16. Temporary buildings for construction purposes, for a period not to exceed the duration of such construction.
17. Accessory uses.

Special uses, performance standards, and use and bulk regulations as set forth in the Chicago Zoning Ordinance are applicable to development within the Redevelopment Project Area.

Estimated Redevelopment Project Costs.

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan, including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests

- therein, demolition of buildings, and the clearing and grading of land;
3. Cost of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;
 4. Costs of the construction of public works or improvements;
 5. Costs of job training and retraining projects;
 6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto;
 7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such Costs;
 8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
 9. Payment in lieu of taxes as defined in the Act;
 10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-

38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code;

11. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph 11 then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
 - d. the total of such interest payments incurred pursuant to this Act may not exceed 30% of the total redevelopment project costs excluding any property assembly costs and any relocation costs incurred pursuant to this Act or such greater amount as may be hereinafter authorized by law, including by P.A. 86-1398.

A range of activities and improvements will be required to implement the tax increment redevelopment project. The necessary improvements and their costs are shown in Table 1, Estimated Redevelopment Project Costs. To the extent that the City has incurred costs or municipal obligations have been issued to pay for such Redevelopment Project costs in anticipation of the adoption of tax increment financing, the City shall be reimbursed from real estate tax increment revenues for such redevelopment costs. The total redevelopment project costs are intended to provide an upper limit on expenditures. Within this limit, adjustments may be made in line items without amendment of this Redevelopment Plan. Additional funding in the form of state and federal grants, and private developer contributions will be pursued by the City as means of financing improvements and facilities which are of a general community benefit.

Table 1.

Division/North Branch Redevelopment Program.

Estimated Redevelopment Project Costs.

Program Action/Improvement.

Demolition and Site Preparation	\$ 200,000
Street and Utility Improvements	1,400,000
Seawall Improvements	500,000
Relocation	500,000
Job Training and Related Educational Programs	160,000
Analysis, Studies, Surveys, Legal, et al.	<u>75,000</u>
GROSS PROJECT COST:	\$2,835,000*

Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

* Exclusive of capitalized interest, issuance cost, administrative cost, interest and other financing costs.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributable to the increase in the current E.A.V. of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial E.A.V. of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

Issuance Of Obligations.

The City may issue obligations secured by the tax increment special tax allocation fund pursuant to Section 11-74.4-7 of the Act.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area, such ultimate retirement date occurring in the year 2016. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal of and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory sinking fund redemptions.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, may be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.

Table 2 lists the most recent proposed 1992 equalized assessed valuation of property in the Redevelopment Project Area. The total estimated equalized assessed valuation for the Redevelopment Project Area is \$2,096,729.

Anticipated Equalized Assessed Valuation.

By the year 1996, when the initial phase of redevelopment is expected to be completed, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at approximately \$3,000,000. This estimate is based on several key assumptions, including: 1) redevelopment for the uses specified in this Redevelopment Plan will occur in a timely manner; 2) the market value of the recommended industrial development will increase following completion of the redevelopment activities described in the Redevelopment Plan; and 3) the four-year average for the State Multiplier of 1.9717 as applied to 1992 assessed values will remain unchanged.

Table 2.

Summary Of Proposed 1992 Equalized Assessed Valuations.

Block Number	Equalized Assessed Value
17-05-201	\$ 451,837
17-05-202	<u>1,644,893</u>
TOTAL:	\$ 2,096,729

This figure is subject to final verification. Initial E.A.V. is estimated to be \$2,096,729. After verification, the correct figures shall be certified to by the County Clerk of Cook County, Illinois.

6.

Phasing And Scheduling Of Redevelopment Project.

A phased implementation strategy will be utilized to achieve a timely and orderly redevelopment of the project area.

It is anticipated that City expenditures for redevelopment project cost will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers.

7.

Provisions For Amending This Redevelopment.

This Eastman/North Branch Tax Increment Redevelopment Project and Plan may be amended pursuant to the provisions of the Act.

8.

Affirmative Action Plan.

The City is committed to and will affirmatively implement the following principles with respect to the Eastman/North Branch Tax Increment Redevelopment Plan and Project:

- A. The assurance of equal opportunity in all personnel and employment actions with respect to the Plan and Project, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
- B. This commitment to affirmative action will ensure that all members of the protected groups, are sought out to compete for all job openings and promotional opportunities.

In order to implement these principles for this Plan and Project, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties contracting for work on the Project shall be required to agree to the principles set forth in this section.

[Figures 1, 2, 3 and 4 attached to this Exhibit "D"
printed on pages 38590 through 38593
of this Journal.]

Exhibit "E".

State of Illinois)
) SS:
County of Cook)

Certificate.

I, Mari Morin-Taylor the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a regular meeting held on the 10th day of August, 1993, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 11th day of August, 1993.

(Signed) Mari Morin-Taylor
 Assistant Secretary

Resolution attached to this Exhibit "E" reads as follows:

Community Development Commission

City Of Chicago

Resolution No. 93-CDC-33

Approving An Eligibility Report

And

A Redevelopment Plan And Project;

And

*Recommending The Designation Of A Tax Increment
Redevelopment Project Area*

And

*Adoption Of Tax Increment Allocation Financing In An Area
Designated As The Eastman/North Branch
Redevelopment Project Area.*

Whereas, Chapter 2-124 of the Municipal Code of the City of Chicago, Cook County, Illinois (the "City"), has heretofore established the Community Development Commission (the "Commission"); and

Whereas, The Commission is empowered by the corporate authorities of the City under Chapter 2-124 of the Municipal Code of the City of Chicago to exercise certain powers enumerated in 65 ILCS Section 11.74.4-4(k) and Sections 11.74.4-1, et seq. of the Tax Increment Allocation Redevelopment Act, as amended (the "Act"), including holding public hearings required by the Act; and

Whereas, The staff of the Department of Planning and Development of the City ("Department of Planning and Development") has conducted investigations, studies and surveys in order to determine the eligibility of a study area as a blighted area or conservation area as defined by the Act; and

Whereas, The Eligibility Study and Report ("Report") and proposed Redevelopment Plan and Project ("Plan"), conducted by the Department of Planning and Development staff, have been completed; and

Whereas, The Department of Planning and Development staff has conducted an investigation of the Eastman/North Branch Redevelopment Project Area ("Area") for eligibility for tax increment allocation financing; and

Whereas, The City has incurred, or will incur, certain expenses pursuant to the Plan and intends that those costs be reimbursed upon the City's adoption of tax allocation financing pursuant to the Act; and

Whereas, A public hearing (the "Hearing") on the Plan for the Area and on the designation of the Area was held by the Commission on August 10, 1993, at 2:00 P.M., Central Standard Time in Room 201A, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 as the official public hearing, to hear testimony from all interested parties concerning the designation of the Area, approval of the Redevelopment Plan and Project, and use of tax increment financing monies within the Area; and

Whereas, A meeting of the joint review board (the "Board") on the proposed redevelopment plan and redevelopment project for the Area and on the designation of the project area was convened by City on July 7, 1993 at 10:00 A.M., Central Standard Time in Room 1003A City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, concerning eligibility for the designation of the Area and recommendation of the use of tax increment financing monies within the Area; and

Whereas, Notice of the Hearing was given by publication and mailing, said notice by publication was given at least twice, the first publication appearing not more than 30 days nor less than 10 days prior to the Hearing in the *Chicago Sun-Times*, being a local metropolitan newspaper of general circulation within the taxing districts having property in the Area; and said notice by mailing was given by depositing such notice in the United States mail by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Area, not less than 10 days prior to the date set for the Hearing; provided, however, that in the event taxes for the last preceding year were not paid, notice was also sent to the persons last listed on the tax rolls within the preceding 3 years as the owners of such property; and

Whereas, Notice of the Hearing was given by mailing as hereinabove provided to all taxing districts of which taxable property is included within the Area, project, or plan and to the Illinois Department of Commerce and Community Affairs, not less than 45 days prior to the date set for the Hearing, and such notice also included an invitation to each taxing district and the Department of Commerce and Community Affairs to submit written comments to the City of Chicago, Valerie B. Jarrett, Commissioner, Department of Planning and Development, City of Chicago, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, concerning the subject of the matter of the Hearing, prior to the date of the Hearing;

Now, Therefore, Be It Resolved By The Community Development Commission Of The City Of Chicago That:

Section 1. The preambles hereto are incorporated by this reference as though set out herein in full.

Section 2. The Commission approves the Report.

Section 3. The Commission approves the Plan.

Section 4. The Commission recommends the designation by ordinance of the proposed Eastman/North Branch Redevelopment Project Area as a "Redevelopment Project Area" pursuant to the Act.

Section 5. The Commission recommends designation of Tax Increment Allocation Financing within the aforementioned Eastman/North Branch Redevelopment Project Area.

Section 6. The Commission further finds that 1) the proposed Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Plan, 2) the Plan conforms to the comprehensive plan for the development of the City as a whole or either i) conforms to the strategic economic development or redevelopment plan issued by the designated planning authorities of the City, or ii) includes land uses that have been approved by the Plan Commission of the City, 3) as set forth in the Plan and at the Hearing, the estimated date of completion of the Project is June 1994, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as detailed in the Plan is September, 2017, 4) the Area would not reasonably be developed without the use of incremental revenues and that such revenues will be exclusively used for the development of the Area, 5) there exist conditions which cause the Area to be described as a blighted area, and 6) the parcels of real property in the Area are contiguous, and only those contiguous parcels of real property and improvements thereon, which will be substantially benefitted by the Project improvements, are included in the Area.

Section 7. All resolutions or orders in conflict herewith are, to the extent of such conflict, repealed.

Section 8. If any section, paragraph, clause, or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this resolution.

Section 9. This resolution shall bear the date of its adoption, and shall be effective upon its passage.

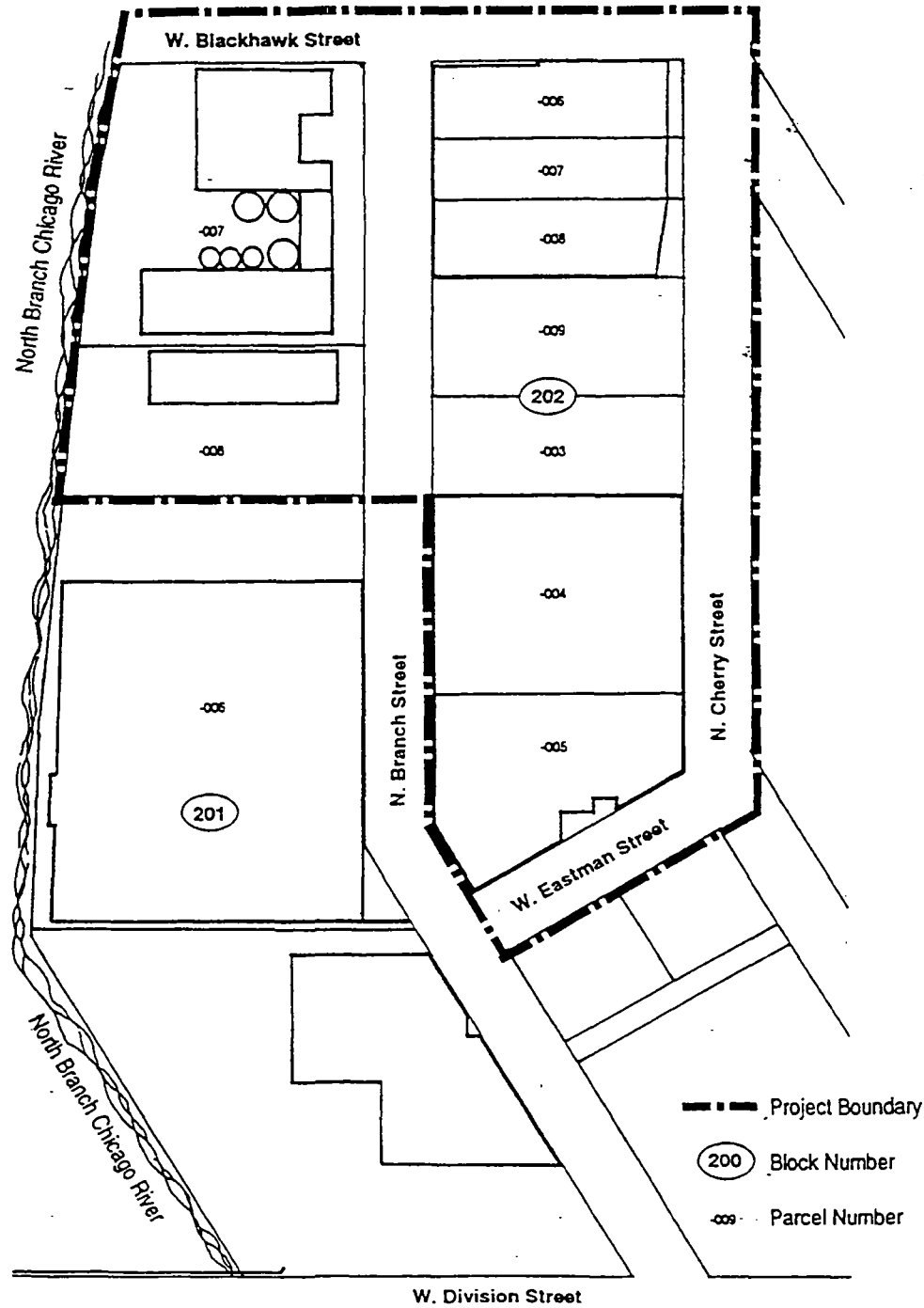
Section 10. A certified copy of this resolution shall be transmitted to the City Council of the City of Chicago.

DESIGNATION OF EASTMAN/NORTH BRANCH REDEVELOPMENT
PROJECT AREA AS TAX INCREMENT
FINANCING DISTRICT.

The Committee on Finance submitted the following report:

(Continued on page 38595)

Figure 1.
Project Boundary Map.



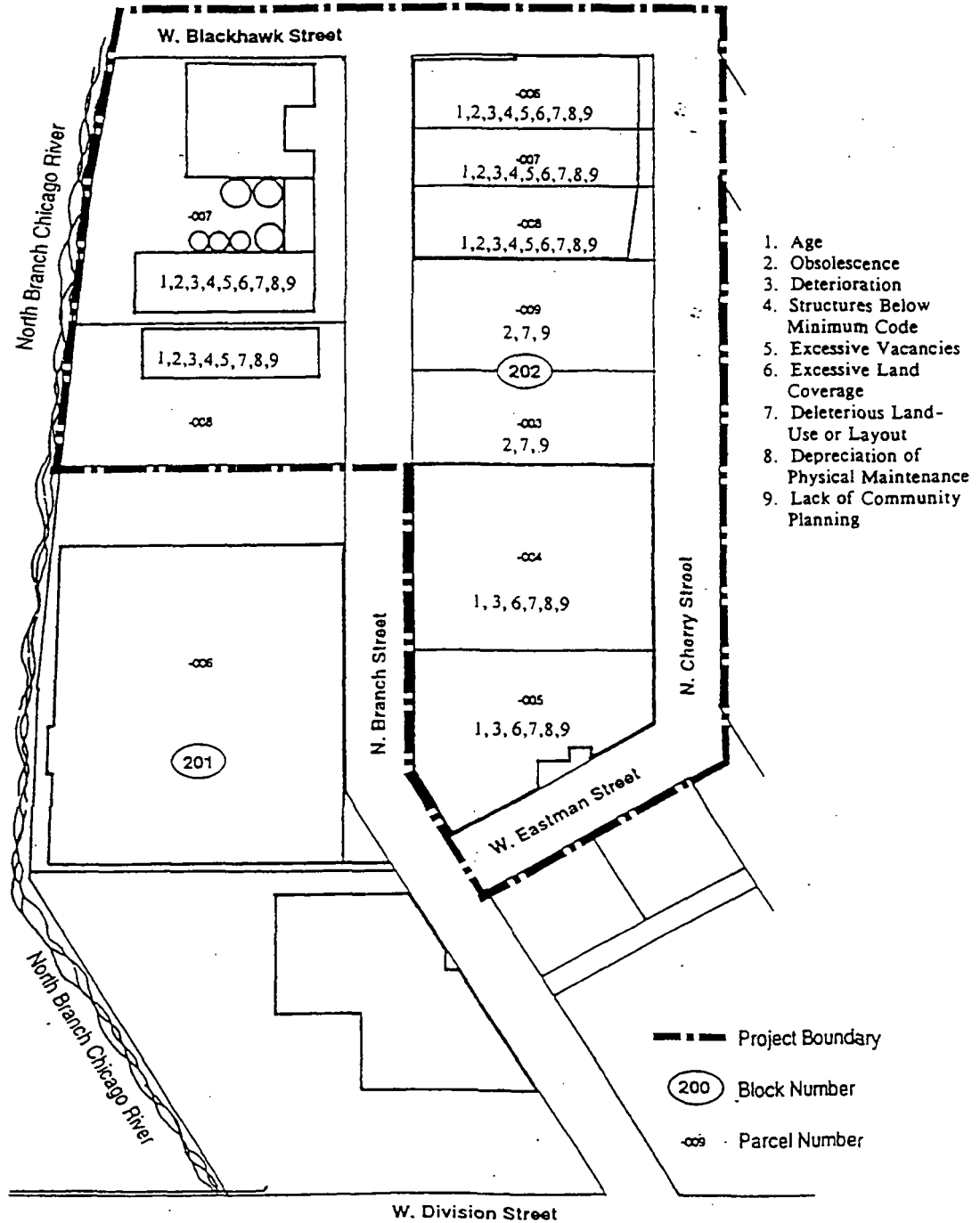
**EASTMAN/NORTH BRANCH
TAX INCREMENT REDEVELOPMENT PROJECT**

Chicago, Illinois



Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

Figure 2.
Summary Of Blight Factory.

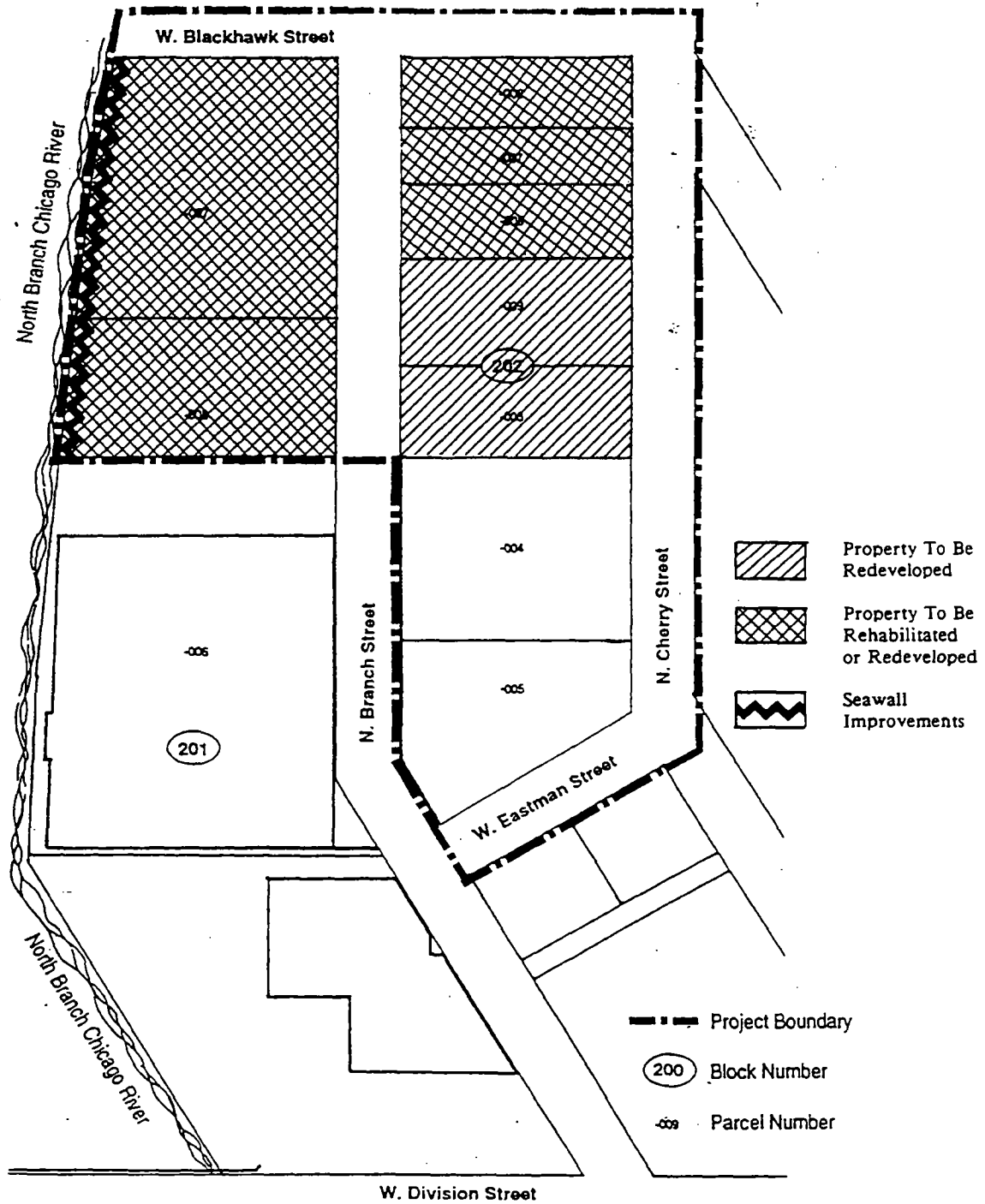


EASTMAN/NORTH BRANCH
TAX INCREMENT REDEVELOPMENT PROJECT
Chicago, Illinois



Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

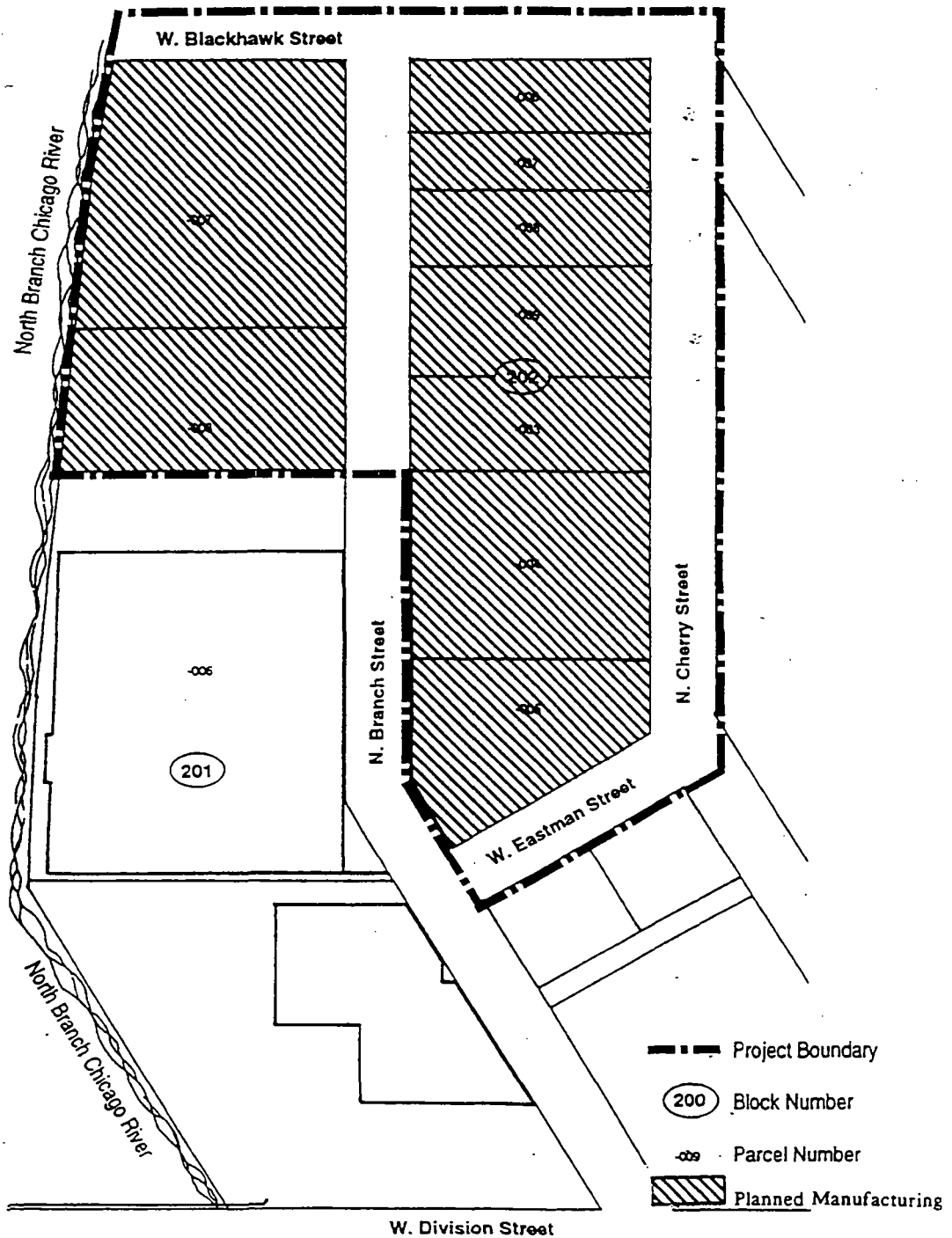
Figure 3.
Development Program.



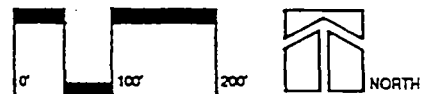
EASTMAN/NORTH BRANCH
 TAX INCREMENT REDEVELOPMENT PROJECT
 Chicago, Illinois

0' 100' 200' NORTH
 Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

Figure 4.
Land Use Plan.

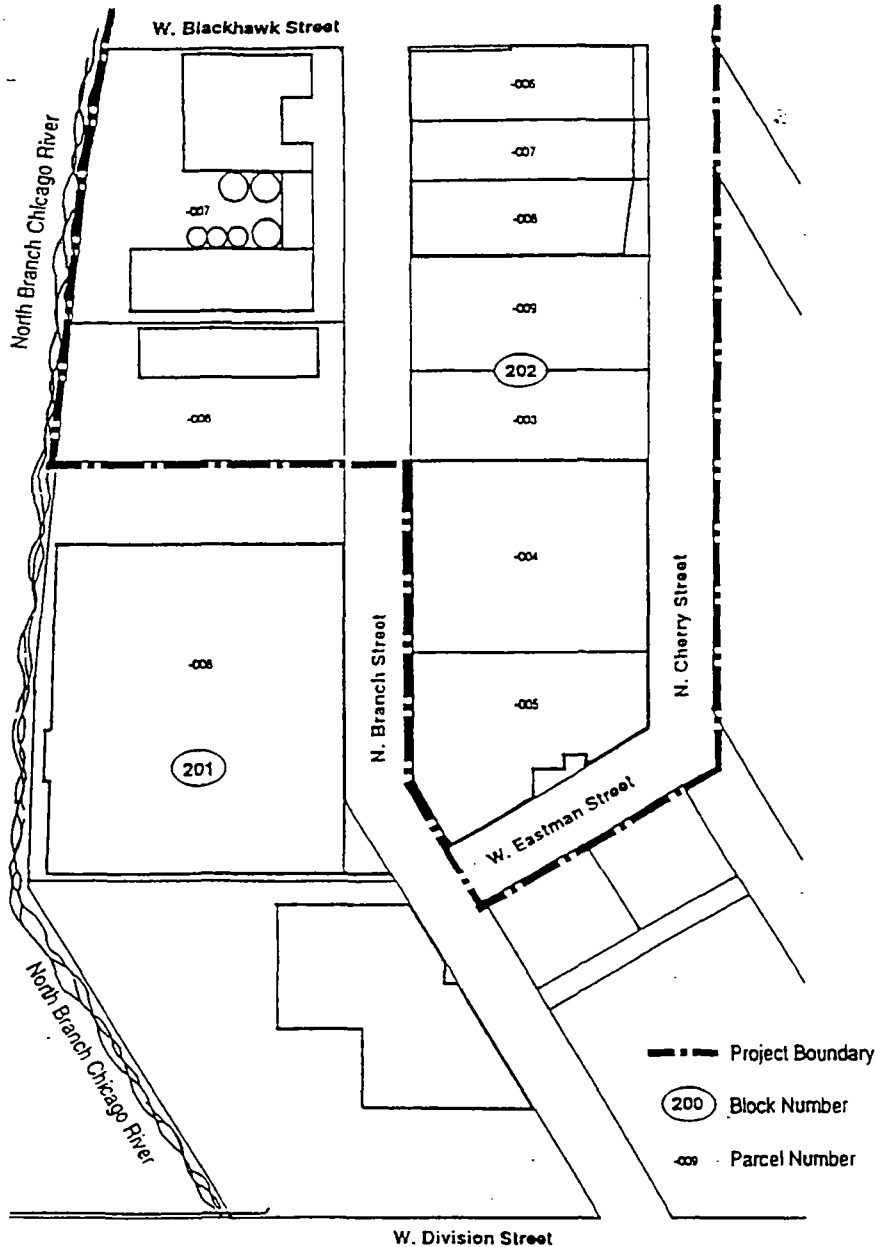


EASTMAN/NORTH BRANCH
TAX INCREMENT REDEVELOPMENT PROJECT
Chicago, Illinois



Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

Exhibit "C".
Project Boundary Map.



EASTMAN/NORTH BRANCH
TAX INCREMENT REDEVELOPMENT PROJECT
Chicago, Illinois



Prepared by: Trkla, Pettigrew, Allen & Payne, Inc.

(Continued from page 38589)

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance designating the Eastman/North Branch Redevelopment Project Area as a Tax Increment Financing District, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992), as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project

area to be known as "Eastman/North Branch Redevelopment Project Area" (the "Area") described in Section 1 of this ordinance; and

WHEREAS, The Community Development Commission and the City Council of the Municipality (the "Corporate Authorities") have heretofore adopted and approved the Plan and Project, which Plan and Project were identified in An Ordinance Of The City Of Chicago, Illinois, Approving And Adopting A Redevelopment Plan And Redevelopment Project For The Eastman/North Branch Redevelopment Project Area and were the subject, along with the Area designation hereinafter made, of a public hearing held on August 10, 1993; and

WHEREAS, It is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act; now, therefore,

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

SECTION 1. Area Designated. The Area, as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11.74.4-4 of the Act. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. The Area is not less in the aggregate than 1½ acres, and there exist conditions which cause the Area to be classified as a "blighted area" under the Act.

SECTION 3. The Area includes only those contiguous parcels of real property and improvements thereon substantially benefitted by the proposed redevelopment project improvements.

SECTION 4. Invalidity of Any Section. 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 5. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

[Exhibit "C" attached to this ordinance printed
on page 38599 of this Journal.]

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

*Exhibit "A".**Legal Description Of Boundary.*

That part of Elston's Addition to Chicago, being a subdivision in the west half of the northeast quarter of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the southwest corner of Lot 11 in Block 50 in said Elston's Addition, said point being also the point of intersection of the north line of Blackhawk Street and the easterly line of the North Branch of the Chicago River; thence east on an assumed bearing of north 90 degrees 00 minutes 00 seconds east along the south line and the easterly extension of said Lot 11 a distance of 604.00 feet to a point in the east line of Cherry Avenue; thence south 1 degree 20 minutes 21 seconds east along said east line of Cherry Avenue, and the southerly extension thereof, a distance of 833.83 feet to a point in the northeasterly extension of the southerly line of Eastman Street; thence south 58 degrees 58 minutes 54 seconds west along said southerly line a distance of 288.35 feet to a point in the easterly line of Branch Street; thence north 31 degrees 01 minutes 06 seconds west along said easterly line a distance of 132.10 feet to a bend point in said easterly line of Branch Street; thence north 1 degree 20 minutes 21 seconds west along said easterly line a distance of 358.20 feet to a point in a line, said line being the easterly extension of the south line of Lot 9 in Block 51 in said Elston's Addition; thence south 90 degrees 00 minutes 00 seconds west along said south line and easterly extension thereof a distance of 354.00 feet to the southwest corner of said Lot 9, said point being also on the easterly line of the North Branch of said Chicago River; thence northeasterly along said easterly line a distance of 513.7 feet, more or less, to the place of beginning, all in Cook County, Illinois.

Permanent Index Numbers:	17-05-201-007
	17-05-201-008
	17-05-202-003
	17-05-202-004
	17-05-202-005
	17-05-202-006
	17-05-202-007

Permanent Index Numbers: 17-05-202-008
17-05-202-009

Exhibit "B".

The boundaries of the redevelopment project area are generally described as West Blackhawk Street between the east bank of the North Branch of the Chicago River and North Cherry Street; North Cherry Street between West Blackhawk Street and West Eastman Street; West Eastman Street between North Cherry Street and North North Branch Street; North North Branch Street between West Eastman Street and the southern east/west boundary line of the National-By-Products property located west of North North Branch Street; the southern east/west boundary line of National-By-Products property between North North Branch Street and the east bank of the North Branch of the Chicago River; and the east bank of the North Branch of the Chicago River between the southern east/west boundary line of the National-By-Products property and West Blackhawk Street.

ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR EASTMAN/NORTH BRANCH
REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

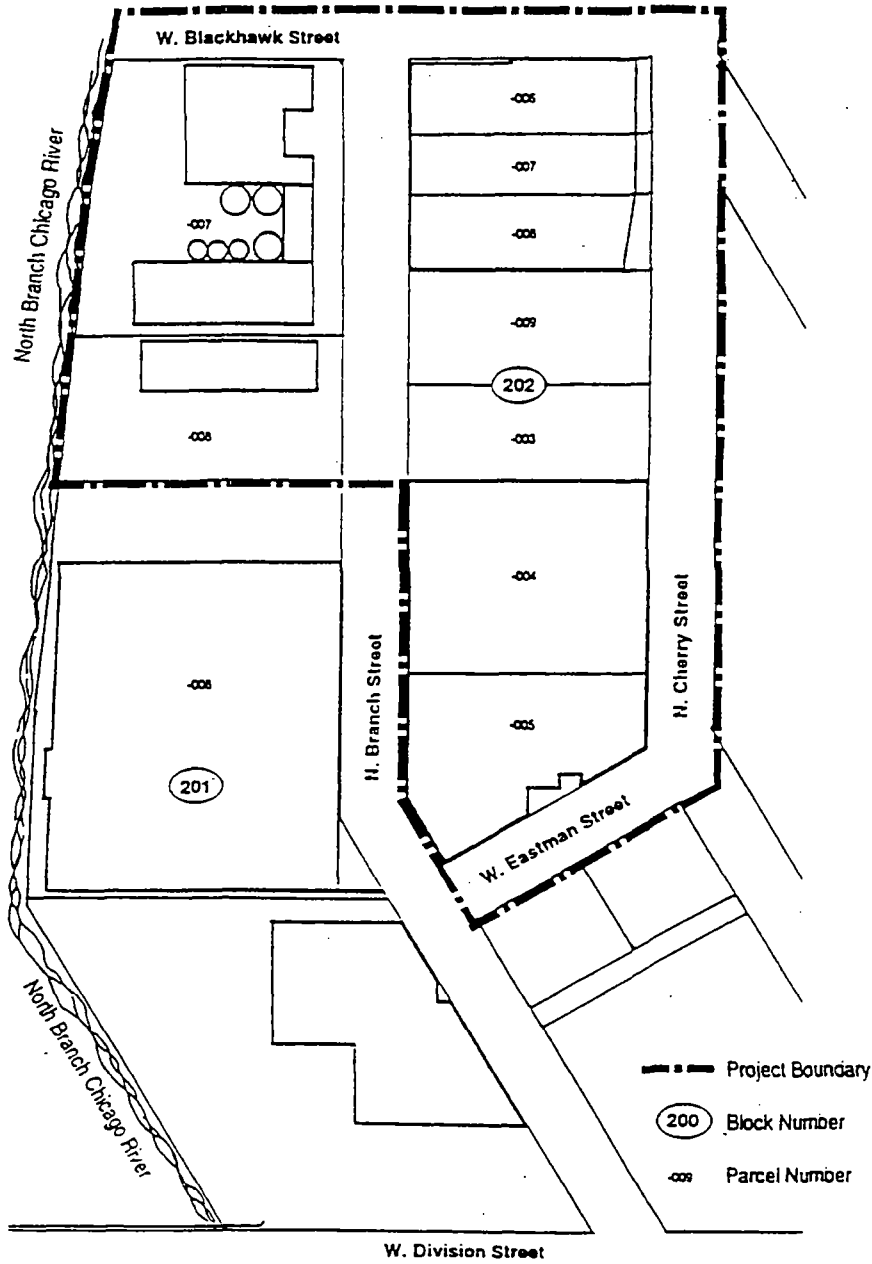
CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance adopting Tax Increment Financing for the Eastman/North Branch Project Area, 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 38600)

Exhibit "C".
Project Boundary Map.



EASTMAN/NORTH BRANCH
TAX INCREMENT REDEVELOPMENT PROJECT
Chicago, Illinois

A graphic scale bar at the bottom right shows three segments labeled 0, 100, and 200. To the right of the scale is a north arrow pointing upwards, labeled "NORTH". Below the scale and arrow, the text reads "Prepared by: Trkla, Pettigrew, Allen & Payne, Inc."

(Continued from page 38598)

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992), as amended (the "Act"); and

WHEREAS, The Municipality has heretofore adopted a redevelopment plan and project (the "Plan" and "Project") as required by the Act by passage of An Ordinance Of The City Of Chicago, Illinois, Approving And Adopting A Redevelopment Plan And Redevelopment Project For The Eastman/North Branch Project Area and has heretofore designated a redevelopment project area as required by the Act by passage of An Ordinance Of The City Of Chicago, Illinois, Designating The Eastman/North Branch Redevelopment Project Area Of Said City A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the redevelopment project area as described in Exhibit A (the "Area") attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated as if set out in full by this reference.

SECTION 2. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this ordinance until the Project costs and obligations issued in respect thereto, have been paid, shall be divided as follows:

(a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

(b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "Eastman/North Branch Redevelopment Project Area Special Tax Allocation Fund" of the Municipality and such taxes be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

SECTION 3. Invalidity of Any Section. 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 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

[Exhibit "C" attached to this ordinance printed
on page 38604 of this Journal.]

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

Exhibit "A".

Legal Description Of Boundary.

That part of Elston's Addition to Chicago, being a subdivision in the west half of the northeast quarter of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the southwest corner of Lot 11 in Block 50 in said Elston's Addition, said point being also the point of intersection of the north line of Blackhawk Street and the easterly line of the North Branch of the Chicago River; thence east on an assumed bearing of north 90 degrees 00 minutes 00 seconds east along the south line and the easterly extension of said Lot 11 a distance of 604.00 feet to a point in the east line of Cherry Avenue; thence south 1 degree 20 minutes 21 seconds east along said east line of Cherry Avenue, and the southerly extension thereof, a distance of 833.83 feet to a point in the northeasterly extension of the southerly line of Eastman Street; thence south 58 degrees 58 minutes 54 seconds west along said southerly line a distance of 288.35 feet to a point in the easterly line of Branch Street; thence north 31 degrees 01 minutes 06 seconds west along said easterly line a distance of 132.10 feet to a bend point in said easterly line of Branch Street; thence north 1 degree 20 minutes 21 seconds west along said easterly line a distance of 358.20 feet to a point in a line, said line being the easterly extension of the south line of Lot 9 in Block 51 in said Elston's Addition; thence south 90 degrees 00 minutes 00 seconds west along said south line and easterly extension thereof a distance of 354.00 feet to the southwest corner of said Lot 9, said point being also on the easterly line of the North Branch of said Chicago River; thence northeasterly along said easterly line a distance of 513.7 feet, more or less, to the place of beginning, all in Cook County, Illinois.

Permanent Index Numbers:	17-05-201-007
	17-05-201-008
	17-05-202-003
	17-05-202-004

Permanent Index Numbers:	17-05-202-005
	17-05-202-006
	17-05-202-007
	17-05-202-008
	17-05-202-009

Exhibit "B".

The boundaries of the redevelopment project area are generally described as West Blackhawk Street between the east bank of the North Branch of the Chicago River and North Cherry Street; North Cherry Street between West Blackhawk Street and West Eastman Street; West Eastman Street between North Cherry Street and North North Branch Street; North North Branch Street between West Eastman Street and the southern east/west boundary line of the National-By-Products property located west of North North Branch Street; the southern east/west boundary line of National-By-Products property between North North Branch Street and the east bank of the North Branch of the Chicago River; and the east bank of the North Branch of the Chicago River between the southern east/west boundary line of the National-By-Products property and West Blackhawk Street.

AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH TRU VUE, INC. FOR PROPERTY
ADJACENT TO 1315 NORTH NORTH
BRANCH STREET.

The Committee on Finance submitted the following report:

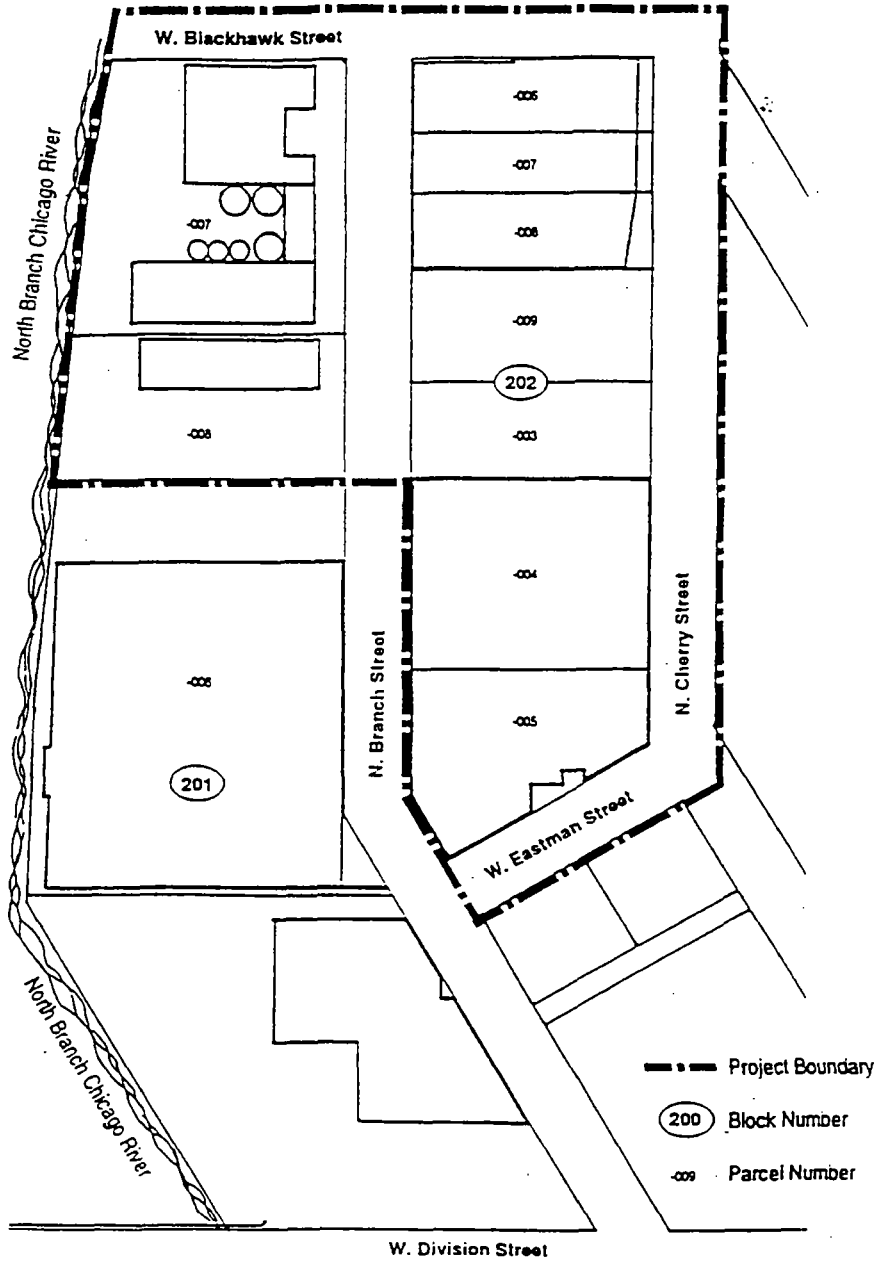
CHICAGO, October 7, 1993.

To the President and Members of the City Council:

(Continued on page 38605)

Exhibit "C".

Project Boundary Map.



EASTMAN/NORTH BRANCH
 TAX INCREMENT REDEVELOPMENT PROJECT
 Chicago, Illinois

07 107 207 NORTH

Prepared by: Tkla, Pettigrew, Allen & Payne, Inc.

(Continued from page 38603)

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a redevelopment agreement with Tru Vue, Inc. for the redevelopment of the Eastman/North Branch Project 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Resolution 93-C.D.C.-34, adopted by the Community Development Commission ("C.D.C.") of the City of Chicago on August 10, 1993, the Department of Planning and Development ("Department") advertised its intention to negotiate a redevelopment agreement with Tru Vue, Inc. ("Tru Vue") and to request alternate proposals for the redevelopment of Tru Vue's property located on the northeast corner of North North Branch Street and West Eastman Street, which site includes Tax Parcels 17-05-202-003, 17-05-202-004, 17-05-202-005 and 17-05-202-009 (collectively, the "Property"); and

WHEREAS, Since no other proposals were received for the redevelopment of the Property at the conclusion of the advertising period, pursuant to Resolution 93-C.D.C.-34, the C.D.C. has recommended Tru Vue as the designated developer of the Property, and has requested the Commissioner of the Department ("Commissioner") to forward that recommendation to City Council; and

WHEREAS, Tru Vue proposed to develop part of the Property as a new manufacturing facility of no less than 40,000 square feet to consolidate its operations within the City of Chicago which will employ a total of approximately eighty (80) people; and

WHEREAS, Tru Vue has proposed to undertake the construction of the manufacturing facility; any related improvements or costs; and T.I.F.-Funded Improvements, including site preparation, off-site work, rehabilitation of existing building, and infrastructure which are necessary to secure redevelopment of the Property pursuant to the terms and conditions of the Redevelopment Agreement with the City attached hereto; now, therefore,

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

SECTION 1. The Commissioner of the Department or her designee is authorized, with the approval of Corporation Counsel as to form and legality, to enter into a redevelopment agreement with Tru Vue for the redevelopment of the Property consistent with the terms set forth in the redevelopment agreement which is attached hereto, with such changes as the Commissioner shall approve.

SECTION 2. The Commissioner of the Department or her designee, on behalf of the City of Chicago, is authorized to execute and the City Clerk to attest, a redevelopment agreement in accordance with the terms of the ordinance.

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

Redevelopment Agreement attached to this ordinance reads as follows:

Redevelopment Agreement

Between

City Of Chicago

And

Tru Vue, Inc.

This Tru Vue, 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 Tru Vue, 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 October 7, 1993: (1) "An Ordinance of the City of Chicago, Illinois, Concerning the Approval of Tax Increment Redevelopment Plan and Project for Eastman/North Branch Redevelopment Area Tax Increment Financing Project"; (2) "An Ordinance of the City of Chicago, Illinois, Concerning the Designation of Eastman/North Branch 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 Eastman/North Branch 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 Exhibit A hereto.

D. The Project: Developer has purchased certain property located within the Redevelopment Area at 1315 North North Branch Street, Chicago, Illinois 60622 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.02 hereof, shall commence and complete rehabilitation of the existing building located at 1315 North North Branch Street and construction of a new building consisting of not less than 40,000 square feet located immediately to the north and adjacent to the existing building, collectively referred to herein as the "Facilities", and related improvements (including but not limited to those improvements and related activities for T.I.F. Financing (as defined below) and described in

Exhibit C hereto and referred to herein as the "T.I.F.-Funded Costs") 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 Eastman/North Branch Redevelopment Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as Exhibit D.

F. **T.I.F.-Funded Costs:** Developer agrees to implement the T.I.F.-Funded Costs pursuant to the terms and conditions of this Agreement. Each of the T.I.F.-Funded Costs 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 Costs 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 Costs to be financed from proceeds of the Bonds shall be 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.

"City Fee" shall mean the fee described in Section 4.03(b) 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.]

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.02, Section 3.03 and Section 3.04, respectively.

"Closing Date" shall mean the date on which City will be required to fund the first draw request pursuant to this Agreement and the Escrow Agreement.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as 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.]

"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 the Escrow, to be entered into as of the date hereof by City, the Title Company and Developer, substantially in the form of Exhibit F attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Financial Statements" shall mean complete unaudited financial statements of Developer prepared by a certified public accountant.

"First Construction Disbursement" shall mean the first disbursement from the Escrow on or 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.

"H.U.D." shall mean the United States Department of Housing and Urban Development.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean those taxes deposited or to be deposited in City's special tax allocation fund for the purpose of paying certain Project costs and obligations as described in Section 5/11-74.4-8(b) of the Act, as amended from time to time.

"Inspecting Agent" shall have the meaning set forth in Section 3.08 of this Agreement.

"Lender Financing" shall mean Developer funds borrowed from private lenders or from Affiliates of Developer and irrevocably available for the Project, in the amount set forth in Section 4.02 hereof.

"M.B.E.(s)" or minority-owned business shall mean a local business which is at least 51 percent owned by one or more members of one or more minority groups or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of one or more minority groups, whose management and daily business operations are controlled by one or more members of one or more minority groups,

and which is not an Established Business, as that term is defined in Section 2-92-420(1) of the Municipal Code of Chicago.

"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 Property and/or the Project set forth on Exhibit H hereto.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.03(a) hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit I, showing the total cost of the Project by line item, furnished by Developer to D.P.D. (including but not limited to the T.I.F.-Funded Costs) in accordance with Section 3.03 hereof.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean a plat of an A.L.T.A. 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 an "as built" survey to reflect the completed 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 Costs; 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 September 1, 2016).

"Title Company" shall mean Near North National Title Corporation.

"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 local business which is at least 51 percent owned by one or more women or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women, whose management and daily business operations are controlled by one or more women, and which is not an Established Business, as that term is defined in Section 2-92-420 (1) of the Municipal Code of Chicago.

Section 3.

The Project.

3.01 The Project.

Developer shall, pursuant to the Plans and Specifications:

(i) commence construction no later than _____, 1993, provided that Developer receives the approvals described in Section 3.02 by _____, 1993; in the event that such approvals are delayed, Developer shall commence construction within ____ days of receipt of such approvals; and

(ii) complete construction and conduct business operations therein no later than ____ days of receipt of such approvals and subject to the provisions of Section 18.17 of this Agreement. The dates for commencement and completion of construction shall not apply to the construction of the Traffic Light, as defined in Section 3.13 hereof.

3.02 The 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. No later than fifteen (15) business days prior to the Closing Date, Developer shall deliver the Scope Drawings to D.P.D. for its review and written approval, which shall not be unreasonably withheld or delayed. No later than _____, 1993, Developer shall deliver the Plans and Specifications to D.P.D. for its review and written approval, which shall not be unreasonably withheld or delayed. D.P.D. shall respond within fifteen (15) days of receipt of the Scope Drawings or the Plans and Specifications, as

the case may be, with either a written approval or rejection stating the reasons for such rejection. Developer shall simultaneously submit all such documents to City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project. Any D.P.D. approvals of the Scope Drawings, Plans and Specifications and Change Orders are for purposes of this Agreement only and do not affect or constitute approvals required for building permits or the approvals required pursuant to any City ordinance, code, regulation or any other governmental approvals, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of 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 3.02(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. D.P.D. shall respond within fifteen (15) days of receipt of such revised or corrected documents, as provided in Section 3.02(a). After the initial approval, subsequent proposed changes shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof.

3.03 Project Budget.

Developer has furnished to D.P.D., and D.P.D. has approved, the Project Budget set forth in Exhibit I attached hereto, dated as of the date hereof showing total costs for the Project in an amount not less than \$4,914,000. 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 complete in all material respects. Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) must be submitted by Developer to D.P.D. for D.P.D.'s prior written approval, which shall not be unreasonably withheld or delayed. D.P.D. shall respond within ten (10) business days of receipt of such Change Order with either a written approval or rejection stating the reasons for such rejection. Developer shall not authorize or permit the performance of any work relating to such Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of D.P.D.'s written approval. The

Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of 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 3.04, Change Orders costing less than Twenty-five Thousand Dollars (\$25,000.00) each, to an aggregate amount of One Hundred Thousand Dollars (\$100,000.00), do not require D.P.D.'s prior written approval as set forth in this Section 3.04, 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, provided, however, that although reallocation is permissible among Private Cost line items of the Project Budget, as shown in Exhibit I, and among T.I.F.-Funded Cost line items, there shall be no reallocation between Private Cost line items and T.I.F.-Funded Cost line items).

3.05 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.

3.06 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 5.02 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 on any work that is to be performed on the public way.

3.07 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, unless such delay results from the approval process described in Section 3.02 or

from Force Majeure, as described in Section 18.17). Developer shall provide three (3) copies of an "as built" survey to D.P.D. upon the request of D.P.D. or any lender providing Lender Financing, reflecting the completed improvements made to the Property.

3.08 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. 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.

3.09 Barricades.

Prior to commencing any construction requiring barricades, Developer shall install a construction barricade of a type and appearance reasonably 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.

3.10 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.

3.11 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 of general applicability governing such connections, including the payment of customary fees and costs related thereto.

3.12 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 and are of general applicability to other property within the City.

3.13 Traffic Light.

The City shall prepare the plans and specifications for and construct a traffic light at the intersection of North North Branch Street and West Division Street (the "Traffic Light"). The sum of \$120,000 is allocated from proceeds of the Bonds for construction of the Traffic Light. Developer and City agree that the installation and maintenance of the Traffic Light is solely the City's responsibility and solely for the benefit of the City, and no obligation on the part of the Developer is implied to install or maintain the Traffic Light. The City agrees to indemnify, defend and hold harmless the Developer in connection with all claims, liabilities, costs and expenses arising from the Traffic Light, except those claims, liabilities, costs and expenses arising from Developer's negligence.

3.14 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.

Section 4.

Financing.

4.01 City Funds For T.I.F.-Funded Costs.

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 Costs only (the "City Funds"). 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 Costs for each such line item. Costs and expenses for T.I.F.-Funded Costs may be reallocated among the line items of T.I.F.-Funded Costs only, with transfers of costs and expenses between T.I.F.-Funded Costs line items and Private Costs line items being prohibited. 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.

4.02 Estimated Cost And Sources.

(a) The total estimated cost of the Project is \$4,914,000, to be applied in the manner set forth in Exhibit I. Such costs shall be funded from the following sources:

Equity/Lender Financing	\$4,234,000.00
Estimated City Funds (subject to Section 4.01)	<u>680,000.00</u>
ESTIMATED TOTAL:	\$4,914,000.00

4.03 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by Developer 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 (which approval shall not be unreasonably withheld or delayed) shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right to disallow any such expenditure as a Prior Expenditure. The AIA form Owner's Sworn Statement, being Exhibit J hereto, sets forth the prior expenditures approved by D.P.D. as Prior Expenditures.

(b) City Fee. City may allocate the sum of Sixty Thousand Dollars (\$60,000.00) for payment of costs incurred by City for the administration and monitoring of the Project from Bond Funds. 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.

(c) Developer's Disbursements. All subsequent expenditures, up to a maximum cap in an amount equal to \$_____ (constituting the total Project Budget or such lesser amount approved by D.P.D. pursuant to Change Orders, less the total Project Budget for the T.I.F.-Funded Costs, as set forth on Exhibits C and I hereof) plus any additional amounts required to be contributed by Developer pursuant to cost overruns as described in Section 4.04 hereof, less approved Prior Expenditures, 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").

(d) City's Disbursements. [Language to come providing that Developer's funds (except for Prior Expenditures and relocation costs) be spent on a pro-rata basis with City funds other than the Traffic Light and City fee.]

4.04 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Costs exceeds City Funds available pursuant to Sections 4.01 and 4.02 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 Costs in excess of the City Funds.

4.05 Construction Escrow.

Prior to any disbursements, except for Prior Expenditures, City and Developer hereby agree to enter into the Escrow Agreement with the Title 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 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 3.02 hereof.

5.02 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..

5.03 Financing.

Developer shall furnish 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 furnish 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.

5.04 Evidence Of Clean Title.

Not less than five (5) days 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.

5.05 Surveys.

Not less than five (5) days prior to the Closing Date, Developer shall have furnished City with three (3) copies of the Survey.

5.06 Insurance.

Developer, at its own expense, shall insure 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. prior to the execution of this Agreement, in accordance with the requirements of Section 12.

5.07 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 Exhibit K, with such changes as may be reasonably required by or acceptable to Corporation Counsel.

5.08 Evidence Of Prior Expenditures.

No later than fifteen (15) days prior to the Closing Date, Developer shall provide 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.

5.09 Financial Statements.

Developer shall provide 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..

5.10 Documentation.

Developer shall provide documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters, including proof of additional jobs and employee profiles, and copies of paid receipts of semi-annual real estate taxes.

5.11 Environmental.

Within thirty (30) days prior to the Closing Date, Developer shall provide D.P.D. with a letter from the Developer stating the length of time that the Developer or Affiliate has owned the Property, the length of time that the Property has been maintained in its present use, a description of the Property's previous use (if known), whether any evidence of underground storage tanks has been found on the Property and whether Developer or Affiliate has received any notice of violation of any Environmental Laws by the United States Environmental Protection Agency or the Illinois Environmental Protection Agency with respect to the Property.

5.12 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 Costs in each of the Facilities, Developer shall solicit bids from qualified contractors eligible to do business with the City of Chicago. Developer shall select the General Contractor submitting the lowest responsible bid for a design/build lump sum contract covering the Project and who can complete the Project in a timely manner, and shall submit such bid to D.P.D. for its written approval, which approval shall not be unreasonably withheld or delayed. If Developer selects other than the lowest responsible bid, 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 and shall have final approval over the bid process, which approval shall not be unreasonably withheld or delayed. The General Contractor shall not begin work on the Project until the Scope Drawings and Plans and Specifications, as provided in Section 3.02 hereof, have been approved by D.P.D. and all requisite permits have been obtained.

6.02 Construction Contract.

Developer shall enter into the Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above. 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 or supplements thereto.

6.03 Performance And Payment Bonds.

Prior to commencement of construction, Developer shall require that the General Contractor and each subcontractor for the Project be bondable for their performance and payment 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 any performance or payment bond required for any work to be performed on the public way.

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 [sub] contracts entered into in connection with the T.I.F.-Funded Costs 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 3.04 (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 Costs shall be provided to D.P.D. within five (5) business days of the execution thereof.

Section 7.

Completion Of Project.

7.01 Certificate Of Completion.

Upon completion of the Project in accordance with the terms of this Agreement, and at Developer's written request, D.P.D. shall issue Developer a Certificate, in recordable form, certifying that Developer has fulfilled its obligation to construct the Project 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. Within fifteen (15) business days of Developer's written request, D.P.D. shall perform an inspection of the Project and either issue 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, and D.P.D. shall respond as provided above within fifteen (15) business days of such request. City and Developer hereby agree that issuance of the Certificate shall not apply to the construction of the Traffic Light.

7.02 Failure To Complete.

If Developer fails to complete 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 Costs and to pay for the costs of the T.I.F.-Funded Costs (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 Costs 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 Costs 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, under the laws of the State, 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, 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, and to the best of Developer's knowledge, will not violate any applicable provision of law;

(d) Unless otherwise permitted pursuant to the terms of this Agreement, Developer holds good, indefeasible and merchantable fee simple title to the Property, and shall maintain said title 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 shall remain solvent and able to pay its debts as they mature;

(f) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of Developer's knowledge, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) To the best of Developer's knowledge, 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) To the best of Developer's knowledge, 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 material 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 the Project, 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; or (4) assume, guarantee or endorse, or otherwise become liable in connection with the obligations of any other person or entity;

(k) Developer has not incurred, and, prior to the issuance of a Certificate, shall not allow, without the prior written consent of the Commissioner of D.P.D., which consent shall not be unreasonably withheld or delayed, 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 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 3.02 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 Costs 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 Costs; provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project and shall not require the Developer to incur expenses due to third parties that Developer would not otherwise incur in the normal course of business. However, Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written

descriptions of the Project, making representations, providing information regarding its financial condition and assisting City in preparing an offering statement with respect thereto.

8.06 Job Creation And Retention; Covenant To Remain In City.

Not less than fifty-five (55) jobs shall be retained by Developer at the Facilities within six months of the completion thereof; and not less than twenty (20) additional jobs shall be created by Developer as a result of the Project within one year of completion of the Project, for a total of 75 jobs to be retained or created by Developer at the Facilities. Developer shall use its best efforts to hire and give preference in hiring to low- and moderate-income (as defined by the United States Department of Housing and Urban Development) residents of the City.

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 4.01 or otherwise, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Costs. 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 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 February 28, 1993 and for each quarter thereafter until the issuance of a Certificate. In addition, Developer shall submit unaudited Financial Statements on an annual basis as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request for the Term of the Agreement. However, the parties hereto agree that said Financial Statements constitute proprietary information and if under the Freedom of Information Act they qualify as such then they shall be treated as such.

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 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 (other than mechanics liens and liens which are automatically imposed by operation of law) or the sale or forfeiture of the Property and, at D.P.D.'s request, 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 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 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 Conditional Provisions.

The covenants set forth in 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 Exhibit M effective, it shall so notify Developer in accordance with Section 17 hereof.]

8.20 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 [other than those obligations which by their nature should terminate upon completion of the Project].

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 feasible, each Employer shall create training and employment opportunities for the benefit of low- and moderate-income residents in the area bounded by [Chicago Avenue, North Avenue, Orleans Avenue and the Kennedy Expressway]. 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 area bounded by [Chicago Avenue, North Avenue, Orleans Avenue and the Kennedy Expressway].

(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

25%

W.B.E. Percentage

5%

This commitment may be met by Developer's status as an 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. or 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. A quarterly report shall be made by Developer to City 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 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 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 concluded that no environmental studies are required for construction of the Project and that the Project shall be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the Bond Ordinance and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever (except those arising from the willful misconduct or negligent acts or omissions of City) 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 its sole cost and expense, 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) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. 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) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under 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 \$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.

When any architects, engineers or consulting firms perform work in connection with this Agreement, Professional Liability Insurance shall be maintained with limits of \$_____. 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 or 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 the 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 Commission'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 Costs or any other Project improvement (except to the extent that City fails to disburse the City Funds in accordance with this Agreement or the Escrow Agreement), or (iii) the existence of any material misrepresentation or omission in the Redevelopment Plan or any other document related to this Agreement and executed by Developer 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 its 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 upon three business days notice 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, upon three business days notice, 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 under any material provision of any related agreement;

(b) the failure of Developer (subject to applicable periods of notice and cure) 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 would have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise, provided that said failure does not result from the failure by said person or entity to perform pursuant to said agreement, or otherwise constitutes an excused failure;

(c) 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;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against 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 sixty (60) days after the commencement of such proceedings;

(f) 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 sixty (60) days after the commencement thereof;

(g) 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;

(h) the dissolution of Developer or the death of any natural person who owns a material interest in Developer; or

(i) the institution in any court of a criminal proceeding against Developer involving a felony, which is not dismissed within sixty (60) days, [or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime].

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, [or may be awarded damages] for failure of performance, or both.

15.03 Curative Period.

In the event Developer shall fail to perform a monetary 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 perform such monetary covenant within ten (10) days of its receipt of a written notice from City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary 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 thirty (30) days of its receipt of a written notice from City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

15.04 Developer's Remedies.

Developer shall be entitled to all remedies available at law or in equity in the event City fails to perform in accordance with this Agreement.

Section 16.

Mortgaging Of The Project.

All mortgages currently in place with respect to the Project are listed on 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 pursuant to Section 7, no such Mortgage shall be executed on the Property, without the prior written consent of the Commissioner of D.P.D., which consent shall not be unreasonably withheld or delayed.

(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:	Tru Vue, Inc. 1315 North North Branch Street Chicago, Illinois 60622
With Copies To:	Polsky & Riordan, Ltd. Suite 3909 205 North Michigan Avenue Chicago, Illinois 60601 Attention: Mary Riordan

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 exhibits attached hereto may not be amended without the prior written consent of City and Developer.

18.02 Entire Agreement.

This Agreement (including each exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation Of Liability.

No member, official or employee of 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 certifications 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 circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the 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 shall not be unreasonably withheld or delayed.

18.15 Assignment.

Prior to the issuance by City to Developer of a Certificate 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, 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.

18.17 Force Majeure.

For the purposes of any of the provisions of this Agreement, neither the City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder.

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:

Tru Vue, Inc., an Illinois corporation

By: _____

By: _____

Its: _____

Its: _____

City of Chicago, an Illinois municipal corporation

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 Tru Vue, 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 day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Corporation as their free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

Notary Public

My commission expires: _____

(Seal)

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Notary Public

My commission expires: _____

(Seal)

[Exhibits "B", "F", "G", "H", "J", "K", "L" and "N" referred to in this Redevelopment Agreement unavailable at time of printing.]

[Exhibit "E" omitted for printing purposes but on file
and available for public inspection in
the Office of the City Clerk.]

Exhibits "A", "C", "D", "I" and "M" attached to this Redevelopment
Agreement read as follows:

Exhibit "A".

Legal Description Of Boundary.

That part of Elston's Addition to Chicago, being a subdivision in the west
half of the northeast quarter of Section 5, Township 39 North, Range 14 East
of the Third Principal Meridian, described as follows:

beginning at the southwest corner of Lot 11 in Block 50 in said Elston's
Addition, said point being also the point of intersection of the north line
of Blackhawk Street and the easterly line of the North Branch of the
Chicago River; thence east on an assumed bearing of north 90 degrees
00 minutes 00 seconds east along the south line and the easterly
extension of said Lot 11, a distance of 604.00 feet to a point in the east
line of Cherry Avenue; thence south 1 degree 20 minutes 21 seconds east
along said east line of Cherry Avenue, and the southerly extension
thereof, a distance of 833.83 feet to a point in the northeasterly
extension of the southerly line of Eastman Street; thence south 58
degrees 58 minutes 54 seconds west along said southerly line a distance
of 288.35 feet to a point in the easterly line of Branch Street; thence
north 31 degrees 01 minutes 06 seconds west along said easterly line a
distance of 132.10 feet to a bend point in said easterly line of Branch
Street; thence north 1 degree 20 minutes 21 seconds west along said
easterly line a distance of 358.20 feet to a point in a line, said line being
the easterly extension of the south line of Lot 9 in Block 51 in said
Elston's Addition; thence south 90 degrees 00 minutes 00 seconds west
along said south line and easterly extension thereof a distance of 354.00
feet to the southwest corner of said Lot 9, said point being also on the
easterly line of the North Branch of said Chicago River; thence
northeasterly along said easterly line a distance of 513.7 feet, more or
less, to the place of beginning, all in Cook County, Illinois.

Permanent Index Numbers: 17-05-201-007

17-05-201-008

Permanent Index Numbers:	17-05-202-003	-
	17-05-202-004	
	17-05-202-005	
	17-05-202-006	
	17-05-202-007	
	17-05-202-008	
	17-05-202-009	

Exhibit "C".

T.I.F.-Funded Costs.

Line Item	Cost
Rehabbing of existing building	\$160,000
Excavation/site preparation	164,000
Off-site work	70,000
Engineering	25,000
Soil/water table contingency	34,000
Consultants	17,000
Title, survey, etc.	5,000
Job training	25,000
Traffic light	120,000
City fee	<u>60,000</u>
TOTAL T.I.F.-FUNDED COSTS:	\$680,000

Exhibit "D".

Eastman/North Branch

Tax Increment Financing

Redevelopment Project And Plan.

1.

Introduction.

The City of Chicago has recognized the importance of its industrial sector, and has taken a number of steps which should help it maintain its industrial base and provide potential sites for relocating or expanding manufacturing and related firms. One such step was the passage of the enabling ordinance for the Planned Manufacturing District (P.M.D.) in April, 1988.

This ordinance states that its objectives are to:

1. Promote the City's industrial base and maintain the City's diversified economy for the benefit of its citizens;
2. Strengthen the existing manufacturing areas which are suitable in size, location, and character for these types of uses;
3. Encourage industrial investment, modernization, and expansion by providing for stable and predictable industrial environments.

Presently, the City has designated three areas as P.M.D.s -- Clybourn Corridor, Elston Corridor and Goose Island, the location of the property which is the subject of this Redevelopment Project and Plan. All are located on the north side of the City, proximate to the North Branch of the Chicago River and the North Branch Canal.

The City has given Goose Island P.M.D. designation for a number of reasons.

- Location. Goose Island is at the southern edge of the North Branch Industrial Corridor. This area benefits from accessibility to O'Hare Airport, Kennedy Expressway, railroads,

and the Chicago River as well as proximity to markets, suppliers, and a large skilled labor force.

- Available Land. According to a City of Chicago, Planning Department Staff Report to the Chicago Plan Commission, dated August, 1990, of the approximately 50 acres of vacant industrial land on the City's north side, excluding that which is adjacent to O'Hare, 27 acres are found on Goose Island. Also, the only industrial site on the north side in excess of five acres is on the Island. This land, however, is underutilized and, prior to the designation, was threatened by residential and commercial development.
- Relocation Potential. Existing Chicago industries, desirous of expansion or relocation, are increasingly moving to the suburbs where land is available, acquisition costs are less, and land use is relatively more stable for long term capital investments. Goose Island could help the City retain and attract a larger share of the metropolitan area's industrial growth and development.

Existing site and development constraints must be overcome before achievement of the City's objectives for the Goose Island P.M.D. can be realized. Since 1983, the City has spent over 15 Million Dollars on industrial infrastructure improvements on Goose Island, and additional infrastructure improvements are planned. Although City initiatives and expenditures have stimulated private investment in rehabilitation and new construction within parts of the Goose Island P.M.D. area, the Eastman/North Branch Redevelopment Area (hereinafter designated and defined as the "Redevelopment Project Area") has historically not been subject to growth and development through investment by private enterprise, and is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Tax Increment Financing Redevelopment Project and Plan and the substantial investment of public funds. Historically, private investment has not occurred to any major extent in the Goose Island area except in those areas in which the City has made a substantial investment of public funds.

Tax Increment Financing.

In January, 1977, tax increment financing ("T.I.F.") was made possible by the Illinois General Assembly through passage of the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "Act"). The Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74.4-1, et seq., as amended. The Act provides a means for municipalities after the approval of a "redevelopment plan and project" to redevelop "blighted", "conservation" or "industrial park conservation" areas and to finance public

redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue ("tax increment revenue") is derived from the increase in the equalized assessed valuation ("E.A.V.") of real property within the T.I.F. redevelopment area over and above the certified initial E.A.V. of the real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in tax increment revenue. A decline in current E.A.V. does not result in a negative real estate tax increment.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the redevelopment project area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax increment financing does not generate revenues by increasing tax rates; it generates revenues by allowing the municipality to capture, temporarily, new tax revenues resulting from redevelopment. Further, under tax increment financing, all taxing districts continue to receive the tax revenue they received prior to redevelopment from property in the area. Moreover, taxing districts can receive distributions of excess increment when more tax increment revenue is received than is necessary to pay for expected redevelopment project costs and principal and interest obligations issued to pay such costs. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

The Eastman/North Branch Tax Increment Redevelopment Plan And Project.

This Eastman/North Branch Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private actions in the Redevelopment Project Area.

This Redevelopment Plan also specifically describes the Redevelopment Project Area and sets forth the blighting factors which qualify the Redevelopment Project Area for designation as a blighted area as defined in the Act.

In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. The "Redevelopment Project" as used herein means any development project which may, from time to time, be undertaken to accomplish the objectives of the Redevelopment Plan.

The Redevelopment Project represents an important economic opportunity for the City of Chicago. By creating an environment for private development, Chicago will strengthen its tax base and establish an atmosphere that creates and retains jobs and a real alternative for companies that might otherwise move to the suburbs or out of state.

The goal of the City of Chicago, however, is to ensure that the entire Redevelopment Project Area be redeveloped on a comprehensive and planned development basis in order to ensure that new development occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land use, pedestrian access, vehicular circulation, parking, service and urban design systems will functionally come together, meeting modern day principles and standards.
2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.
3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City.

Redevelopment of the Redevelopment Project Area is a complex undertaking, and it presents challenges and opportunities commensurate with its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. The adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for the redevelopment of the Redevelopment Project Area. By means of public investment, the area will become a stable environment that will again attract private investment. Public investment will set the stage for the rebuilding of the area with private capital.

Public and private investment is possible only if tax increment financing is used pursuant to the terms of the Act. The revenue generated by the development will play a decisive role in encouraging private development. Conditions of blight that have precluded intensive private investment in the past will be eliminated. Through this Redevelopment Plan, the City of Chicago will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public/private redevelopment effort. Implementation of this Redevelopment Plan will benefit the City, its neighborhoods and all the taxing districts which encompass the Goose Island area in the form of an expanded tax base, employment opportunities and a wide range of other benefits.

2.

Redevelopment Project Area Description.

The boundaries of the Eastman/North Branch Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only the real property and improvements thereon substantially benefited by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, Boundary Map, and more particularly described as follows:

that part of Elston's Addition to Chicago, being a subdivision in the west half of the northeast quarter of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the southwest corner of Lot 11 in Block 50 in said Elston's Addition, said point being also the point of intersection of the north line of Blackhawk Street and the easterly line of the North Branch of the Chicago River; thence east on an assumed bearing of north 90 degrees 00 minutes 00 seconds east along the south line and the easterly extension of said Lot 11, a distance of 604.00 feet to a point in the east line of Cherry Avenue; thence south 1 degree 20 minutes 21 seconds east along said east line of Cherry Avenue, and the southerly extension thereof, a distance of 833.83 feet to a point in the northeasterly extension of the southerly line of Eastman Street; thence south 58 degrees 58 minutes 54 seconds west along said southerly line a distance of 288.35 feet to a point in the easterly line of Branch Street; thence north 31 degrees 01 minutes 06 seconds west along said easterly line a distance of 132.10 feet to a bend point in said easterly line of Branch Street; thence north 1 degree 20 minutes 21 seconds west along said easterly line a distance of 358.20 feet to a point in a line, said line being the easterly extension of the south line of Lot 9 in Block 51 in said Elston's Addition; thence south 90 degrees 00 minutes 00 seconds west along said south line and easterly extension thereof a distance of 354.00 feet to the southwest corner of said Lot 9, said point being also on the easterly line of the North Branch of said Chicago River; thence northeasterly along said easterly line a distance of 513.7 feet, more or less, to the place of beginning, all in Cook County, Illinois.

3.

Redevelopment Project Area Goals And Policies.

Managed growth in the form of investment in new development and facilities is essential in the Redevelopment Project Area. Redevelopment efforts in the Redevelopment Project Area will strengthen the entire City through environmental improvements, increased tax base and additional employment opportunities.

The Act encourages the public and private sectors to work together to address and solve the problems of urban growth and development. The joint effort between the City and the private sector to redevelop parts of the Redevelopment Project Area will receive significant support from the financing methods made available by the Act.

This section of the Redevelopment Plan identifies the goals and policies of the City for the Redevelopment Project Area. A later section of this Redevelopment Plan identifies the more specific program which the City plans to undertake in achieving the redevelopment goals and policies which have been identified.

General Goals.

- Provide infrastructure improvements within the Redevelopment Project Area.
- Encourage industrial development by eliminating the influences and the manifestations of physical and economic deterioration and obsolescence within the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area.
- Revitalize the Redevelopment Project Area to establish it as an important activity center contributing to the regional and national focus of the City.
- Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties adjacent to the Redevelopment Project Area.

- Provide an increased real estate and sales tax basis for the City of Chicago, the State of Illinois and other taxing districts extending into the Redevelopment Project Area.

Policies.

It is the policy of the City of Chicago to:

- Foster the City's industrial base and to maintain the City's diversified economy for the general welfare of its citizens;
- Strengthen existing manufacturing areas which are suitable in size, location and character and which the City Council deems may benefit from designation;
- Encourage industrial investment, modernization, and expansion by providing for stable and predictable industrial environments.

4.

*Blighted Area Conditions Existing In The
Redevelopment Project Area.*

The findings presented in this section are based on surveys and analysis conducted for an area of approximately 11 acres, consisting of nine parcels in a two-block area, including street rights-of-way. The Redevelopment Project Area includes the area generally bounded by West Blackhawk Street, North Cherry Street, West Eastman Street, North Branch Street and the North Branch of the Chicago River.

As set forth in the "Act", "blighted area" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of 5 or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; or lack of community planning, is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the taxing districts is impaired by, (1) a combination of 2 or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; deterioration of structures or site

improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused railyards, rail tracks or railroad rights-of-way, or (5) the area, prior to the area's designation, is subject to chronic flooding which adversely impacts on real property which is included in or (is) in proximity to any improvements on real property which has been in existence for at least 5 years and which substantially contributes to such flooding, or (6) the area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites, or (7) the area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, which area meets at least one of the factors itemized in provision (1) of the subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

While it may be concluded that the mere presence of the minimum number of stated factors is sufficient to make a finding of blight, the following evaluation was made on the basis that the blighting factors must be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the distribution of blighting factor throughout the study area must be reasonable so that basically good areas are not arbitrarily found to be blighted simply because of their proximity to areas which are blighted.

On the basis of this approach, the Redevelopment Project Area qualifies as an improved "blighted area" as defined by the Act.

- Of the fourteen factors set forth in the Act, nine are present in the area.
- The factors present are reasonably distributed throughout the area.
- All parcels within the area show the presence of blight factors.
- The area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

The factors described below and shown in Figure 2, Summary of Blight Factors are present in the area:

1. Age.

Age as a factor is present to a major extent. All three buildings within the area are 35 years of age or older.

2. Obsolescence.

Obsolescence as a factor is present to a major extent. Characteristics include obsolete buildings, obsolete streets and obsolete platting.

3. Deterioration.

Deterioration as a factor is present to a major extent throughout the area. Conditions contributing to this factor include deteriorating structures and deteriorating streets.

4. Existence Of Structures Below Minimum Code.

Structures below minimum code as a factor are present to a major extent, affecting all buildings with advanced defects which are below the City's code standards for existing buildings.

5. Excessive Vacancies.

Excessive vacancies as a factor are present to a major extent and includes two of the three large buildings and property within the area.

6. Excessive Land Coverage.

Excessive land coverage as a factor is present to a major extent. Of the three properties, buildings coverage includes 100 percent on one site and 75 percent on the remaining sites. Excessive land coverage conditions result in limited provision for off-street parking, loading and service.

7. Deleterious Land Use Or Layout.

Deleterious land use or layout is present to a major extent throughout the area. Conditions contributing to this factor include parcels of limited size and irregular shape and lack of proper placement/setback of buildings.

8. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and storage areas, and streets.

9. Lack Of Community Planning.

Lack of community planning as a factor is present to a major extent throughout the area. Conditions contributing to this factor include parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, the existence of a poorly arranged system of streets and lack of reasonable development controls for building setbacks, and off-street parking. Additionally, the area was developed without the benefit of community planning guidelines and standards.

The analysis above is based upon surveys and analyses conducted by Trkla, Pettigrew, Allen & Payne, Inc.. The surveys and analyses conducted include:

1. Exterior surveys of the condition and use of each building, and interior survey of one building;
2. Field surveys of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. Analysis of existing uses and their relationships;
4. Comparison of current land use to current zoning ordinances and the current zoning maps;
5. Comparison of surveyed buildings to property maintenance and other codes of the City;
6. Analysis of original and current platting and building size and layout;
7. Analysis of building floor area and site coverage; and
8. Review of previously prepared plans, studies and data.

5.

*Eastman/North Branch Tax Increment Financing
Redevelopment Project.*

This section presents the overall program to be undertaken by the City of Chicago or by private developers acting under redevelopment agreements with the City. It includes a description of redevelopment plan and project objectives, a description of redevelopment activities, a general land use plan, estimated redevelopment project costs, a description of sources of funds to pay redevelopment project costs, a description of obligations that may be issued, identification of the most recent equalized assessed valuation of properties in the Redevelopment Project Area, and an estimate of anticipated equalized assessed valuation.

In the event the City determines that implementation of certain activities or improvements is not feasible, the City may reduce the scope of the overall program and Redevelopment Project.

Redevelopment Objectives.

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a blighted area. Section 4 of this Redevelopment Plan Blighted Area Conditions Existing in the Redevelopment Project Area, describes existing blighting conditions.
- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.
- Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with contemporary development needs and standards.
- Create an environment which stimulates private investment in new construction, expansion, and rehabilitation.
- Achieve development which is integrated both functionally and aesthetically with nearby existing development, and which contains a complementary mix of uses.
- Encourage a high-quality appearance of buildings, rights-of-way, and open spaces, and encourage high standards of design.

- Provide sites for needed public improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with accepted design criteria for such facilities.
- Provide needed incentives to encourage a broad range of improvements in both rehabilitation and new development efforts.
- Encourage the participation of minorities and women in professional and investment opportunities involved in the development of the Redevelopment Project Area.
- Implement and achieve the Redevelopment Project Area Goals and Policies as set forth in Section 3 of this Redevelopment Plan.

Redevelopment Plan And Project Activities.

The City proposes to achieve its redevelopment goals, policies and objectives for the Redevelopment Project through public financing techniques including tax increment financing and by undertaking some or all of the following actions:

1. Property Acquisition, Site Preparation, Demolition And Relocation.

Property acquisition and land assembly by the private sector for redevelopment in accordance with this Redevelopment Plan will be encouraged. To achieve the renewal of the Redevelopment Project Area, property identified in Development Program, Figure 3, attached hereto and made a part hereof, may be acquired by purchase, exchange or long-term lease by the City of Chicago and cleared of all improvements and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or recreational facilities. The City may determine that to meet the goals, policies or objectives of this Redevelopment Plan property may be acquired where: a) the current use of the property is not permitted under this Redevelopment Plan; b) the exclusion of the property from acquisition would have a detrimental effect on the disposition and development of adjacent and nearby property; or c) the owner or owners are unwilling or unable to conform the property to the land use and development objectives of this Redevelopment Plan. Further, the City may require written redevelopment agreements with developers before acquiring any properties.

Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized. Clearance and demolition activities will include demolition of buildings, breaking-up and removal of old foundations, excavation and removal of soil and other materials to create suitable sites for new development and to provide for storm drainage.

As an incidental but necessary part of the redevelopment process, the City may devote property which it has acquired to temporary uses until such property is scheduled for disposition and redevelopment.

2. Provision Of Public Improvements.

Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to the following:

A. Seawall Reconstruction.

The existing seawall along the west line of the redevelopment site is in a seriously deteriorated condition and will require complete reconstruction.

B. Utility Relocation.

Existing on site utilities, including sewer and water lines, are improperly located and of inadequate size and capacity to serve new industrial development. Relocation or replacement of utilities will be required.

3. Job Training And Related Educational Programs.

Separate or combined programs designed to increase the skills of the labor force to take advantage of the employment opportunities within the Redevelopment Project Area will be implemented. This will be particularly important in conjunction with development of international trade operations and related services.

4. Analysis, Administration, Studies, Surveys, Legal, Et Al.

Activities include the long-term management of the T.I.F. Program as well as the costs of establishing the Program and designing its components.

5. Redevelopment Agreements.

Land assemblage which may be by purchase, exchange, donation, lease, or eminent domain shall be conducted for (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may contain more specific controls than those stated in this Redevelopment Plan.

General Land Use Plan.

The Land Use Plan, Figure 4, attached hereto and made a part hereof, identifies land uses and public rights-of-way to be in effect upon adoption of this Redevelopment Plan. The major land use category included within the Redevelopment Project Area is Planned Manufacturing.

The Redevelopment Plan and the Redevelopment Project conform to the 1966 Comprehensive Plan for development of the City of Chicago as a whole. Further, the Redevelopment Plan and Redevelopment Project are consistent with, and are established pursuant to implementation of, general municipal development objectives and policies contained in development plans previously adopted by the City of Chicago.

All major thoroughfares and street rights-of-way are shown on the Land Use Plan Map. Their locations are subject to modification.

The Land Use Plan as designated in Figure 4 provides a guide for future land use improvements and developments within the Redevelopment Project Area.

The following uses are permitted in the Goose Island Planned Manufacturing District, inclusive, provided that within 300 feet of a Residential District all business, servicing or processing shall take place within completely enclosed buildings. Within 300 feet of a Residential District, all storage, except of motor vehicles, shall be within completely enclosed buildings or may be located out-of-doors if it is effectively screened by a solid wall or fence (including solid entrance and exit gates).

1. Any production, processing, cleaning, servicing, testing, repair, or storage of materials, goods, products or information.
2. Cartage and express facilities.
3. Contractor, construction or demolition offices, shops or yards.
4. Dwelling units for watchmen.
5. Earth station antennas not to exceed 8 feet.
6. Fuel and ice sales, if located in completely enclosed buildings.
7. Garage and parking lots for motor vehicles.
8. Occupational health and safety medical clinics.
9. Offices, business and professional, not below the second floor.
10. Public utility and public services uses.
11. Recycling facilities, Class I, II, III.
12. Retail sales rooms or areas, provided that the sales conducted therein (i) are limited to materials, goods, products, or information which, in whole or in part, are manufactured or processed (including production, fabrication, conversion, alteration or recycling) upon the same zoning lot as such sales rooms or areas are located and (ii) do not exceed 20 percent of the floor area upon the zoning lot devoted to such manufacture or processing.
13. Signs, as regulated.
14. Storage, warehousing and wholesale establishments.
15. Storage of flammable liquids, above ground in tanks in excess of capacity limits set forth in Section 10.10-3(1)a only as provided for in Chapter 60-52 of the Municipal Code of Chicago, as amended, as a planned development.
16. Temporary buildings for construction purposes, for a period not to exceed the duration of such construction.
17. Accessory uses.

Special uses, performance standards, and use and bulk regulations as set forth in the Chicago Zoning Ordinance are applicable to development within the Redevelopment Project Area.

Estimated Redevelopment Project Costs.

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan, including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. Costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;
4. Costs of the construction of public works or improvements;
5. Costs of job training and retraining projects;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto;
7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs;
8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;

9. Payment in lieu of taxes as defined in the Act;
10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code;
11. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 - b. such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
 - d. the total of such interest payments incurred pursuant to this Act may not exceed thirty percent (30%) of the total redevelopment project costs excluding any property assembly costs and any relocation costs incurred pursuant to this Act or such greater amount as may be hereinafter authorized by law, including by P.A. 86-1398.

A range of activities and improvements will be required to implement the tax increment redevelopment project. The necessary improvements and their costs are shown in Table 1, Estimated Redevelopment Project Costs. To the extent that the City has incurred costs or municipal obligations have been issued to pay for such Redevelopment Project costs in anticipation of the adoption of tax increment financing, the City shall be reimbursed from real estate tax increment revenues for such redevelopment costs. The total redevelopment project costs are intended to provide an upper limit on expenditures. Within this limit, adjustments may be made in line items without amendment of this Redevelopment Plan. Additional funding in the form of state and federal grants, and private developer contributions will be pursued by the City as means of financing improvements and facilities which are of a general community benefit.

Table 1.

Division/North Branch Redevelopment Program.

Estimated Redevelopment Project Costs.

Program Action/Improvement.

Demolition and Site Preparation	\$ 200,000
Street and Utility Improvements	1,400,000
Seawall Improvements	500,000
Relocation	500,000
Job Training and Related Educational Programs	160,000
Analysis, Studies, Surveys, Legal, et al.	<u>75,000</u>
GROSS PROJECT COST:	\$2,835,000*

* Exclusive of capitalized interest, issuance cost, administrative cost, interest and other financing costs.

Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributable to the increase in the current E.A.V. of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial E.A.V. of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

Issuance Of Obligations.

The City may issue obligations secured by the tax increment special tax allocation fund pursuant to Section 11-74.4-7 of the Act.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area, such ultimate retirement date occurring in the year 2016. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal of and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory sinking fund redemptions.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, may be declared surplus and shall then become available for

distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.

Table 2 lists the most recent proposed 1992 equalized assessed valuation of property in the Redevelopment Project Area. The total estimated equalized assessed valuation for the Redevelopment Project Area is \$2,096,729.

Anticipated Equalized Assessed Valuation.

By the year 1996, when the initial phase of redevelopment is expected to be completed, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at approximately \$3,000,000. This estimate is based on several key assumptions, including: 1) redevelopment for the uses specified in this Redevelopment Plan will occur in a timely manner; 2) the market value of the recommended industrial development will increase following completion of the redevelopment activities described in the Redevelopment Plan; and 3) the four-year average for the State Multiplier of 1.9717 as applied to 1992 assessed values will remain unchanged.

Table 2.

Summary Of Proposed 1992 Equalized Assessed Valuations.

Block Number	Equalized Assessed Value
17-05-201	\$ 451,837
17-05-202	<u>1,644,893</u>
TOTAL:	\$ 2,096,729

This figure is subject to final verification. Initial E.A.V. is estimated to be \$2,096,729. After verification, the correct figures shall be certified to by the County Clerk of Cook County, Illinois.

6.

Phasing And Scheduling Of Redevelopment Project.

A phased implementation strategy will be utilized to achieve a timely and orderly redevelopment of the project area.

It is anticipated that City expenditures for redevelopment project costs will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers.

7.

Provisions For Amending This Redevelopment.

This Eastman/North Branch Tax Increment Redevelopment Project and Plan may be amended pursuant to the provisions of the Act.

8.

Affirmative Action Plan.

The City is committed to and will affirmatively implement the following principles with respect to the Eastman/North Branch Tax Increment Redevelopment Plan and Project:

- A. The assurance of equal opportunity in all personnel and employment actions with respect to the Plan and Project, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment, working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
- B. This commitment to affirmative action will ensure that all members of the protected groups, are sought out to compete for all job openings and promotional opportunities.

In order to implement these principles for this Plan and Project, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular,

parties contracting for work on the Project shall be required to agree to the principles set forth in this section.

[Figures 1, 2, 3 and 4 attached to this Exhibit "D"
printed on pages 38692 through 38695
of this Journal.]

Rider to Standard Form of Agreement Between Owner and Design/Builder dated as of August 23, 1993 between Chapple Corporation, Design/Builder and Tru Vue, Inc., Owner (the "Agreement").

1. Owner and Design/Builder intend that this Rider be attached to, and is hereby made a part of, the Agreement. In the event of any inconsistency between the terms of the printed portion of the Agreement and the terms of this Rider, the terms of this Rider shall govern and control. Any capitalized terms used but not defined herein shall have the meaning given them in the Agreement.

2. Design/Builder acknowledges that it has received an unexecuted copy of that certain redevelopment agreement by and between Owner and the City of Chicago (the "City") to be dated October, 1992, (the final executed redevelopment agreement shall hereinafter be referred to as the "Redevelopment Agreement"), and the terms and conditions of the Redevelopment Agreement as they relate to the Project are hereby incorporated herein. In the event of any inconsistency between the terms of the Redevelopment Agreement and the terms of this Agreement, the terms of the Redevelopment Agreement shall govern and control. Design/Builder further acknowledges that the Agreement and the rights and obligations of Owner thereunder, are contingent upon the execution by the City and Owner of the Redevelopment Agreement in form and substance satisfactory to Owner, in Owner's sole discretion. In the event a Redevelopment Agreement is not executed by the Owner and the City, at Owner's election, the Agreement shall terminate and neither party shall have any rights or obligations arising therefrom.

3. Pursuant to the Redevelopment Agreement and/or the Escrow Agreement (as defined in the Redevelopment Agreement), the City, acting through its employees or through its inspecting Agent (as defined in the Redevelopment Agreement), has the right to approve all payment requests for work completed on the Project. Notwithstanding anything contained in the Agreement to the contrary, Owner shall have no obligation to pay for said work until and unless the City approves the payment request. Owner shall have twenty (20) days from the date it receives the City approval to make said payment to Design/Builder, without interest or additional charge. Design/Builder agrees to cooperate with Owner and the City in connection

with the establishment and administration of the Escrow (as defined in the Redevelopment Agreement).

4. Notwithstanding anything contained in the Agreement to the contrary, prior to the Final Payment, Owner shall retain ten percent (10%) of each Progress Payment due to Design/Builder (the "Retainage"). The Retainage shall be remitted to Design/Builder, less one hundred twenty-five percent (125%) of the amount of any incomplete or unaccepted work, at the time of the Final Payment, with the balance remitted pro rata as such work is completed to Owner's satisfaction.

5. Design/Builder acknowledges that Owner shall suffer monetary damages which are substantial, but difficult to calculate, if the Project is not completed on a timely basis. Therefore, Design/Builder agrees that in order to compensate Owner for the losses it will suffer if the Project is not Substantially Complete as set forth in Section 14.1 of the Agreements, Owner shall deduct from the Final Payment the amount equal to Seven Hundred Fifty and no/100 Dollars (\$750.00) per day for each full or partial calendar day elapsed after the date required for Substantial Completion until Substantial Completion is achieved.

6. Owner and Design/Builder acknowledge that the Redevelopment Agreement contains a condition precedent relating to various no parking zones, one way street designations and parking zone designations. In the event said condition precedent is not satisfied and Owner exercises its right to terminate the Redevelopment Agreement, at Owner's election the Agreement shall terminate and neither party shall have any rights or obligations thereunder.

Owner:

Design/Builder

Tru Vue, Inc.

Chapple Corporation

By: _____
Name:
Its:

By: _____
Name:
Its:

Chapple Corporation

Post Office Box 69/665 Walnut Street/Elmhurst, Illinois 60126

Telephone: (708) 530-2400/Fax: (708) 530-8409

August 16, 1993
No. 10380-R4

Viratec Tru Vue, Inc.
1315 North North Branch Street
Chicago, Illinois 60622

Attn: Mr. Douglas J. Kelly

Subject: Building Addition
Chicago, Illinois

Gentlemen:

In accordance with our discussions and site visit, we are pleased to submit our revised proposal for the design and construction of the proposed building addition as specified herein.

We propose to furnish all architectural and engineering design, materials, labor, equipment and supervision required to construct your proposed facility in accordance with the detailed description enclosed herein.

The construction methods and products will feature the modern concept of pre-engineered building systems by Butler Manufacturing Company, Galesburg, Illinois.

This facility will utilize the Butler Widespan building system.

The Widespan system provides the kind of flexibility that allows a practical means of achieving just about any appearance you may want or need in a low-rise industrial or commercial building.

The quality level of the Butler products proposed is the highest available in the construction market today.

Building Specifications:

General.

This proposal is based on approximately 40,000 square feet of building with two-thirds of the area designed for storage of rolled paper in closed array to a height of twenty (20) feet and one-third of the area designed for light manufacturing.

A full height metal partition wall two hundred twenty-two (222) feet long will separate the warehouse from the manufacturing area.

This proposal also includes a 4,500 square feet lean-to structure with open sidewalls designed for outside storage of wooden pallets.

Structural.

The main building will be one hundred eighty (180) feet wide by two hundred twenty-two (222) feet long with a nominal eave height of twenty-four (24) feet. The roof slope will be 1/4 inch per foot.

The lean-to building will be thirty-five (35) feet wide by one hundred thirty (130) feet long with a nominal eave height of twenty-four (24) feet at the high side. The roof slope will be 1/4 inch per foot.

Design Loads.

Primary frames and secondary roof structures will be designed for 25 p.s.f. snowload uniformly distributed over the horizontal projection of the roof. Building components will be designed for wind of 20 p.s.f.. Roof panels and attachments in completed assembly will be eligible for a U.L. Class 90 Superior Wind Uplift Rating. These design loads will be applied to the structure as specified in the UBC Code, 1979 edition, as modified by the City of Chicago Building Code.

The building will be designed to include snowdrift loads from the adjacent building to the north.

Primary Framing.

The structural system for the main building will be the Butler MRF beam and column type. The design of the structural system will be a rigid frame with tapered exterior columns, clearspan within modules and a gable roof. Interior columns will be spaced at sixty (60) foot increments across the width of the building. Both endwalls will be the Butler rigid frame type.

The structural system for the lean-to will be the Butler WX system. The structural system will have tapered exterior columns and tapered roof beams and a sloped roof. Both endwalls will be the Butler rigid frame type.

Bay spacing for the main building will consist of one (1) bay at twenty (20) feet, one (1) bay at twenty-two (22) feet, six (6) bays at twenty-five (25) feet and one (1) bay at thirty (30) foot increments.

Bay spacing for the lean-to will consist of four (4) bays at twenty-five (25) feet and one (1) bay at thirty (30) foot increments.

Purlins and girts will be manufacturer's standard and will be furnished to meet the minimum design requirements as specified.

All holes for attachment of secondary structurals to primary framing members and for beam to column connections will be factory punched. Attachment holes for roof and wall covering will also be factory punched.

Butler MR-24 Roof System.

The roofs will be covered with precision roll formed MR-24 panels. Details and installation will be in accordance with the manufacturer's detailed drawings.

Panels will be roll formed, two (2) feet wide with two major corrugations, two (2) inches ($2\frac{3}{4}$ inches including seam) high, twenty-four (24) inches on center and minor corrugations six (6) inches on center between and perpendicular to the major corrugations the entire length of the panel.

Panel material will be twenty-four gauge aluminum-zinc alloy coated steel, coated both sides with a layer of aluminum-zinc alloy (approximately fifty-five percent (55%) aluminum, forty-five percent (45%) zinc) applied by the continuous hot dip method.

All connections of MR-24 panel-to-structural members will be made with clips with movable tabs that are seamed into the standing lockseam sidelap. MR-24 panel-to-panel connections will be made with positive field formed standing double-lock seams. Standing seams will be formed by a special lock seaming device.

Roof panels are permanently seamed together with a full 360 degree double-lock seam to ensure weather tightness. Roof clips securely hold the roof panel to supporting members with no fasteners to penetrate the panel. The tab is roll formed into the panel seam and remains centered to allow $1\frac{1}{4}$ inches movement in either direction.

Panel endlaps are prepunched to keep proper alignment. Endlaps are staggered for strength and water-tightness. Corrosion resistant aluminum panel endlap straps and stainless steel fasteners are used to join the panels. Endlaps are not fastened to the supporting structurals, thus allowing free movement of the roof system.

The MR-24 roof system will carry a U.L. Class 90 Superior Wind Uplift Rating to insure structural integrity and possible reduction of insurance rates.

The underside of the main building roof will be insulated with six (6) inch thick, WMP-10 fiberglass insulation installed between the secondary structural members and the metal paneling.

The underside of the lean-to roof will be insulated with two (2) inch thick, WMP-10 fiberglass insulation installed between the secondary structural members and the metal paneling.

Insulation will have an Underwriter's Label requiring a flame spread rating of twenty-five (25) or less.

Butler II Wall System.

The exterior metal wall of the building will be covered with precision roll formed Butler II panels. Details and installation will be in accordance with the manufacturer's drawings.

Panels will be precision roll formed to provide a width coverage of three (3) feet, zero (0) inches. Panels will have four (4) major corrugations, $1\frac{1}{2}$ inches high, spaced twelve (12) inches on center. There will be two additional minor corrugations, one (1) inch wide, spaced three (3) inches on center between the major corrugations.

The wall panels will be fabricated from twenty-six gauge galvanized steel painted in one of the Butler standard exterior colors with Butler-Cote 500FP, a seventy (70) percent Kynar fluoropolymer coating.

The wall panels will be fastened to the Butler structural system with the oversized Scrubolt Butler used in lieu of the commonly used No. 14 self-tapping screw. The heads of the Scrubolts will match the wall panel color.

The exterior wall of the building will be insulated with four (4) feet thick, WMP-10 fiberglass insulation installed between the secondary structural members and the metal paneling. Insulation will have an Underwriter's Label requiring a flame spread rating of twenty-five (25) or less.

The wall panels on the east elevation will sit on top of a four (4) feet high concrete wainscot.

The wall panels on the west elevation will extend from finish floor to the roof with no wainscot.

On the lean-to, the wall panels will extend down four (4) feet from the eave. The balance of the walls (twenty (20) feet high) will be open.

Partition.

The interior partition wall will span the length of the building at one interior frame line and will consist of Butler columns and girts, covered on both sides with Butlerib panels. Panels will not be insulated.

The partition wall will have three (3) twelve (12) foot by fourteen (14) foot framed openings. No doors are included.

Accessories.

Butler buildings accessories will include the following:

Six (6) framed and trimmed overhead door openings (five (5) at nine (9) feet by nine (9) feet and one (1) at twelve (12) feet by fourteen (14) feet).

Four (4) exterior three (3) feet wide by seven (7) feet high insulated flush panel hollow metal doors with heavy duty mortise locksets, weatherstripping, thresholds and closers.

Butler contour gutter at the sidewalls. Color to be black to match the gable trim.

Exterior downspouts at the sidewalls. Color to be black.

Butler transition flashing between the new MR-24 roof and the masonry parapet walls on the north and south of the main building.

Butlerib liner panel, eight (8) feet high, on the west wall of the main building.

Excavation.

We have used the soil report prepared by Terra Testing, Inc., File No. A795, dated June 25, 1993 as a guideline for this proposal.

The area of the site to be occupied by the building, docks and paved area will be stripped of twelve (12) inches (average) of existing asphalt material.

We assume that the finished floor elevation for the main building will match the existing building finished floor elevation.

Excavation for foundations and footings will be done by a machine to a depth of forty-two inches below finish grade.

Excavate for two (2) exterior recessed docks (one (1) twenty-five (25) feet by sixty (60) feet and one (1) thirty-eight (38) feet by sixty (60) feet). Truck docks will accommodate one hundred two (102) inch wide trailers.

If suitable soil bearing capacity is not found at the depths required for frost protection, the area of unsuitable soil will be removed and replaced with CA-1 fill material. The amount of overdigging required will be as directed in the field by the owner's testing agent. The additional cost will be paid by the owner in accordance with the unit prices provided in this proposal.

The interior and exterior of all foundation walls will be backfilled with granular materials.

Suitable excess excavated material will be used as a fill under the building slab. The soil borings indicate the presence of cinders under the existing asphalt.

A layer of compacted imported granular fill will be installed under the concrete slabs and paving to bring the site to proper subgrade and to provide a firm base for this construction.

Backfill existing depressed docks and three (3) existing dock leveler frames with granular material. Levelers will be removed by the owner.

Fill existing inlets and abandon them in place.

All excess asphalt materials will be hauled from the site.

Concrete.

The exterior foundation wall at the northeast corner of the main building will be eight (8) inches by four (4) feet deep with a continuous footing.

The exterior foundation wall at the east sidewall will be eight (8) inches thick by seven (7) feet, six (6) inches deep (four (4) feet above grade) grade beam wall.

The exterior foundation wall at the west sidewall will be eight (8) inches thick by four (4) feet deep grade beam wall.

The foundation wall at the recessed truck docks will be eight (8) inches thick by seven (7) feet, six (6) inches deep (three (3) feet, six (6) inches below grade) with a continuous footing. Concrete retention walls at the sides of the truck docks will be eight (8) inches thick by five (5) feet, six (6) inches average (three (3) feet, six (6) inches below grade).

Reinforced concrete piers and footings will be installed under all main building columns with the size of footing and amount of reinforcing based on soil having a bearing capacity of no less than 3,000 pounds per square foot.

The concrete slab for the main building and lean-to will be six (6) inches thick, reinforced with six (6) by six (6) by No. six (6) welded wire mesh.

The concrete slabs for the truck docks, driveway approaches and dumpster pad will be eight (8) inches thick, reinforced with six (6) by six (6) by No. six (6) welded wire mesh. The exterior concrete slab at the truck docks will be extended to the driveway approaches.

Set five (5) dock leveler frames and dock edge angle.

One coat of concrete sealer, Kure-n-Seal or equal, will be applied to the building floor slab.

Provide depressed curb and eight (8) inch thick concrete approach for two (2) driveways at North Branch Street.

All concrete will have 3,000 pounds per square inch compressive strength at 28 days.

Masonry.

The exterior wall at the northeast corner of the building will consist of four (4) inch face brick with four (4) inch concrete block back-up. The allowance for face brick will be \$350.00 per thousand bricks.

In the masonry wall of the existing building, we will prepare an opening for one (1) new twelve (12) foot by ten (10) foot rolling steel door. (Door will be furnished and installed by the owner.)

In the masonry wall in the existing building, we will fill in the following openings:

Six (6) five (5) foot by seven (7) foot windows.

Two (2) eight (8) foot by ten (10) foot overhead doors.

One (1) fourteen (14) foot by sixteen (16) foot rolling steel door.

An interior concrete block partition, eight (8) inches thick by ten (10) feet high, will be provided at the perimeter of the office area.

Twelve (12) inch concrete block will be installed at the gable of the south end wall to provide the required fire separation.

Install lintels for openings in masonry walls.

Install hollow metal frames in masonry walls.

Carpentry.

Within the building we will provide one (1) twelve (12) foot by twelve (12) foot shipping manager's office, two (2) twelve (12) foot by nine (9) foot toilet rooms, one (1) twelve (12) foot by eighteen (18) foot lunch room, one (1) twelve (12) foot by twelve (12) foot production manager's office and one (1) eight (8) foot by ten (10) foot sprinkler pump room.

We will provide a wood deck above the office area. This deck will consist of 2 by 12's at twelve (12) inches on center with a 3/4 inch plywood deck above.

Note: No railings or stairs to the storage deck are included in this proposal.

Interior partitions in the above rooms will consist of steel studs and 5/8 inch sheetrock, taped and sanded, ready for painting.

Ceilings in all rooms will be drywall.

Install toilet room accessories.

Install hollow metal doors and hardware in the concrete block walls.

Install one (1) hollow metal borrowed lite frame in the shipping manager's office.

Furnish and install vanities in the men's and women's toilet rooms.

Overhead Doors.

Two (2) twelve (12) foot by twelve (12) foot rolling steel doors will be located in the wall of the existing building. These doors will be twenty-four gauge, prime painted and electrically operated.

Note: One (1) existing twelve (12) foot by ten (10) foot rolling steel door will be relocated by the owner and installed in the wall of the existing building.

Five (5) nine (9) foot by nine (9) foot twenty-four gauge steel sectional overhead doors will be located at the docks. These doors will be solid with a white factory applied finish, insulated with steel back covers, equipped with vertical lift hardware and will be electrically operated.

One (1) twelve (12) foot by fourteen (14) foot twenty-four gauge steel sectional overhead door will be located between the main building and the lean-to. This door will be solid with a white factory applied finish, insulated with steel back covers, equipped with hi-lift hardware and will be electrically operated.

Dock Equipment.

Dock levelers, seals and bumpers will be furnished and installed by the owner.

Toilet Room Accessories.

Furnish the following:

Two (2) toilet paper holders.

Two (2) paper towel dispensers.

Two (2) soap dispensers.

Two (2) waste cans.

Two (2) mirrors.

Four (4) thirty-six (36) inch grab bars.

Painting.

All sheetrock walls and ceilings will receive one (1) coat of primer and one (1) coat of latex paint.

Hollow metal doors and frames will receive one (1) coat of field paint over the factory prime paint.

Painting of structural steel or overhead doors is not included.

Concrete block walls will receive one (1) coat of filler and one (1) coat of latex paint.

One (1) coat of sealer will be applied to exterior concrete block walls for protection against moisture.

Flooring.

Resilient flooring will be provided in the shipping manager's office, production manager's office, toilet rooms and lunch rooms. The resilient flooring will be twelve (12) inch by twelve (12) inch by 1/8 inch thick commercial smooth grade vinyl floor tile. Vinyl base will be four (4) inches high.

Paving.

Asphalt paving on the west side of the building will be 1½ inch surface asphalt, 1½ inch binder coarse and eight (8) inch granular sub base.

No pavement striping is included in this proposal.

Miscellaneous Steel And Ornamental Iron.

Include the following:

Five (5) dock leveler frames and dock edge angle.

1½ inch O.D. pipe rail at exterior truck docks (200 linear feet).

Hollow Metal Doors, Frames And Hardware.

Six (6) interior three (3) foot by seven (7) foot hollow metal doors and frames.

We have included an allowance of Seven Hundred Fifty and no/100 Dollars (\$750.00) for hardware for the above doors.

One (1) four (4) foot by four (4) foot hollow metal borrowed lite frame in the shipping manager's office.

Plumbing.

The plumbing included in this proposal will consist of:

Three (3) water closets for the handicapped.

One (1) urinal.

Four (4) drop-in lavatories with Moen faucets.

One (1) 30-gallon water heater.

Two (2) floor drains.

Eight (8) floor cleanouts.

One (1) twenty-four (24) inch catch basin in each dock.

Nine (9) downspout connections to sewer piping.

Eight (8) inch sewer extending to the property line.

(Note: We assume the sewer is 8 -- 9 feet deep in North Branch Street).

Eight (8) inch water service with an eight (8) inch capped opening for sprinkler connection, extending from City main to one (1) foot zero (0) inches above floor line.

Cast iron underground sewers.

Cast iron and copper waste and vent piping.

Copper water pipe with insulation.

Final design of exterior plumbing will depend on the City of Chicago requirements, utility survey, soil borings and final grades.

No water meters, valve vaults or tap-in fees are included in this proposal.

Heating, Ventilating And Air Conditioning.

We will furnish and install an H.V.A.C. system to meet local codes and provide the following environment: 65 degrees Farenheit at -10 degrees Farenheit.

The system will include:

One (1) 1.1 million BTU/hr. roof top indirect fired make-up air unit with stainless steel heat exchangers, two-stage burners, filters, internally insulated ductwork, mounted on vibration isolators atop equipment rails.

Two (2) 165,000 BTU/hr. unit heaters.

Two (2) 100,000 BTU/hr. unit heaters.

Two (2) 13,500 cubic feet per minute sidewall exhaust fans with backdraft dampers and guards.

One (1) galvanized fresh air intake louver with fabric damper.

Four (4) ceiling exhaust fans for toiletrooms, lunchroom and office.

One (1) through-wall combination heating/cooling unit in shipping office.

Six (6) 46,000 cubic feet per minute destratification fans.

Note: We have not included temporary heat for this project.

Note: All gas piping will be stubbed out five (5) feet from the building at the west wall.

Electrical.

The following electrical work is included in this proposal:

One (1) 200 amp overhead meter fitting, 277/480 volt, 3 phase, 4 wire.

One (1) 200 amp panel, 277/480 volt, 3 phase, 4 wire, 42 circuits with one (1) 3 pole, 60 amp and five (5) single pole, 20 amp.

One (1) 45 KVA Transformer, 480-120/208 volt.

Power supplied by new service. Service to be provided by owner.

Lighting will consist of the following:

Fifty-four (54) 400 watt metal halide high bay fixtures.

Six (6) eight feet, 2-lamp fluorescent fixtures (night lights).

Six (6) exit signs with battery backup.

Six (6) emergency units.

Six (6) 150 watt wall pack fixtures with photo cell.

Two (2) fan/light combination fixtures in toiletrooms.

Six (6) surface mounted fixtures.

Wiring devices will consist of the following:

Twenty-four (24) 110 volt duplex receptacles.

Two (2) 110 duplex receptacles with ground fault interruption.

Two (2) 110 duplex receptacles, separate circuit.

Two (2) 110 duplex receptacles with ground fault interruption, weatherproof.

Four (4) single pole switches.

We include connection of sprinkler alarms, water heaters and H.V.A.C. equipment.

Sprinkler System.

The sprinkler system will be a wet piping system of automatic sprinklers based on using the existing city water pressure with a new incoming water service to supply the system.

The new system is based on: (1) medium weight rolled paper storage twenty (20) feet high, stored in close array and (2) covered storage of wood pallets twelve (12) feet high. No in-rack sprinklers are included in this proposal.

This system requires the installation of a fire pump. Fire pump is included in this proposal.

Architectural Design.

Included in this proposal is the preparation of architectural drawings by an architect licensed in the State of Illinois describing the scope of work as outlined above. Drawings will be stamped in a suitable form for building permit application. The actual cost of permits and fees is not included in this proposal.

Included in this proposal is the preparation of site engineering drawings as required for this project, designed in accordance with City of Chicago requirements.

Owner is to furnish the following:

Plat of survey for building permit application.

Topographical survey and utility survey.

Soil borings for building foundation and slab design.

Permits And Fees.

Chapple Corporation will apply for the building permits and other related permits for this project. The actual cost of permits and fees will be paid by the owner.

Utilities.

All utilities within the building will be stubbed at the building line. All utilities will be brought to the building by the owner.

Temporary utilities required for construction will be paid by the owner.

Price.

Our lump sum price for the work as described in this proposal is
..... \$954,237.00

Alternate No. 1.

Provide paving at Cherry Street. Paving will be approximately thirty-two (32) feet wide by five hundred six (506) feet long and will consist of 1½ inch surface course, 1½ inch binder and eight inch base. Paving will be placed over the existing surface of Cherry Street. We will regrade the existing material on Cherry Street, but we have included no import or export of material under the pavement sub-base.

Add to the base price \$25,520.00

Alternate No. 2.

Extend the sidewalk at North Branch Street to create a concrete drive. Sawcut the existing asphalt at North Branch Street. Provide four hundred (400) lineal feet of depressed concrete curb and six (6) inch thick concrete, reinforced with six (6) by six (6) by No. six (6) welded wire mesh. This

concrete will measure approximately three hundred thirty-six (336) feet long and ten (10) feet average width.

Add to the base price \$13,585.00

Alternate No. 3.

Provide two (2) feet by ten (10) feet insulated Lite-panels in the MR-24 roof system, add to the base price \$300.00 each.

Alternate No. 4.

To overdig and remove unsuitable soils, fill with CA-1 rock and haul out excess excavated material, add to the base price \$32.00 per cubic yard.

The above prices include all state and local taxes. All-risk builder's risk insurance, naming Chapple Corporation as co-insured, is to be provided by the owner. Deductibles are the responsibility of the owner.

Chapple Corporation does not assume any responsibility for costs which may be incurred because of rulings or requirements of the Environmental Protection Agency nor for O.S.H.A. requirements as they relate to the use and occupancy of the building.

Chapple Corporation does not assume any responsibility for the removal of asbestos, toxic materials or hazardous materials.

If this proposal and the General Conditions of Sale as specified on the reverse side of page one meet with your approval, please indicate your acceptance by signing in the space provided and return two copies to this office.

Very truly yours,

(Signed) William M. Laftus
President

WML: dpw

Accepted:

Accepted:

Viratec Tru Vue, Inc.

Chapple Corporation

By: _____

By: _____

Date: _____

Date: _____

Amount: _____

Amount: _____

*Exhibit "I".**Project Budget.*

Line Item	Private Costs	TIF-Funded Costs
Land Value	\$600,000	
Asset Purchase	924,000	
Relocation Costs	500,000	
New Building	600,000	
Rehabbing of Existing Building		\$160,000
Excavation/Site Preparation	30,000	164,000
Off-site Work		70,000
Engineering		25,000
Soil/Water Table Contingency		34,000

Line Item	Private Costs	TIF-Funded Costs
Consultants	\$ 25,000	\$ 17,000
Title, Survey, etc.		5,000
Job Training	135,000	25,000
Inventory	600,000	
Equipment	820,000	
Traffic Light		120,000
City Fee		60,000
Total Costs:	<u>\$4,234,000</u>	<u>\$680,000</u>
TOTAL PROJECT COSTS:	<u>\$4,914,000</u>	

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 Exhibit N attached hereto and incorporated herein by reference for the years noted on Exhibit N; (B) Part II of 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 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 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 anyway 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) Developer shall obtain All Risk Property insurance 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 interruptions/loss of rents, flood and boiler and machinery, if applicable.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH
SOCIAL SERVICE DEPARTMENT OF COOK COUNTY
CIRCUIT COURT FOR PARTICIPATION IN
COMMUNITY SERVICE PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement between the Department of Streets and Sanitation and the Social Service Department of the Circuit Court of Cook County for participation in the Community Service Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

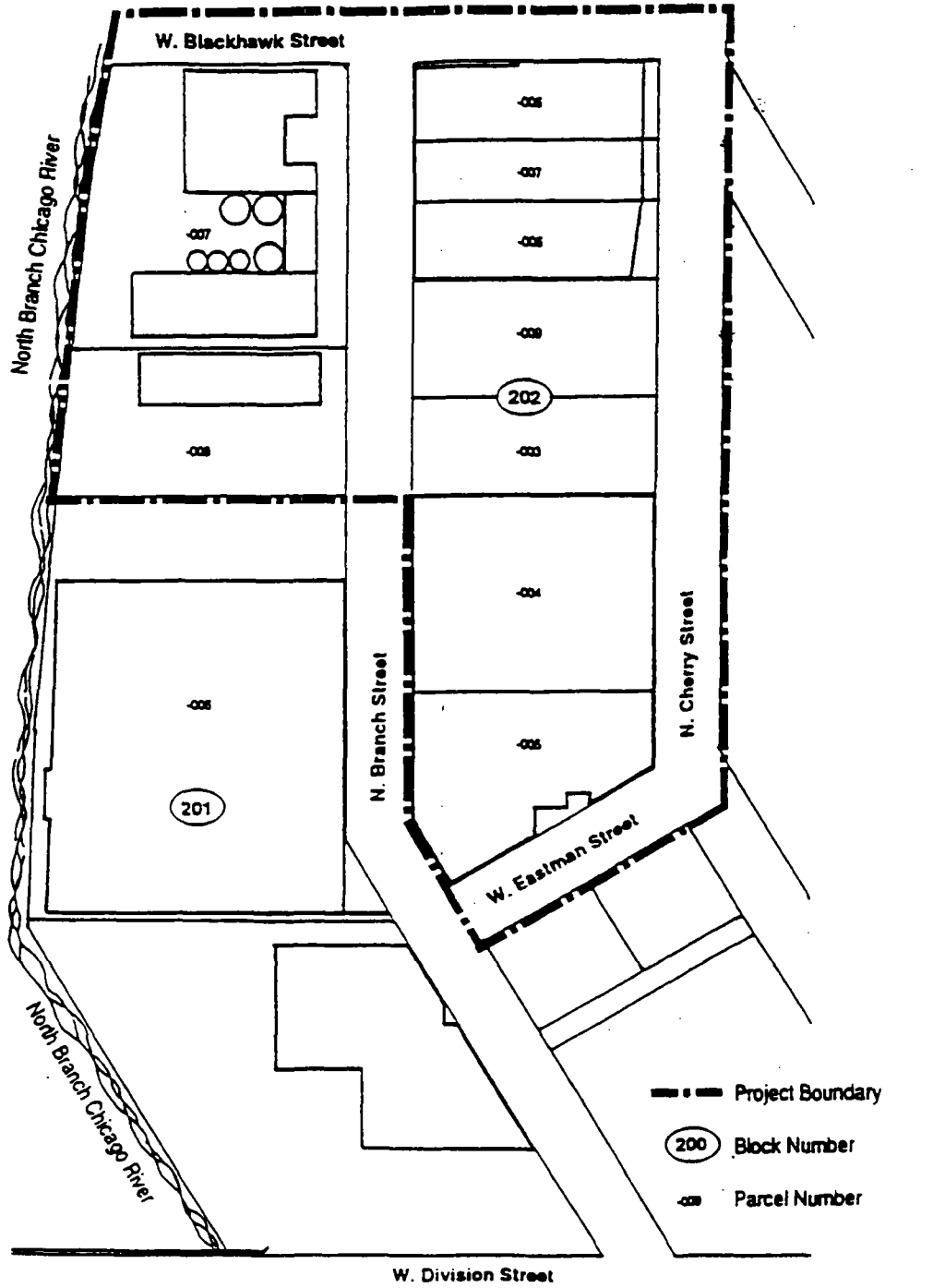
This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 38696)

Figure 1.
Project Boundary Map.



EASTMAN/NORTH BRANCH
TAX INCREMENT REDEVELOPMENT PROJECT
Chicago, Illinois

0' 100' 200' NORTH

Prepared by: Trilia, Pettigrew, Allen & Payne, Inc.

Figure 2.

Summary Of Blight Factors.

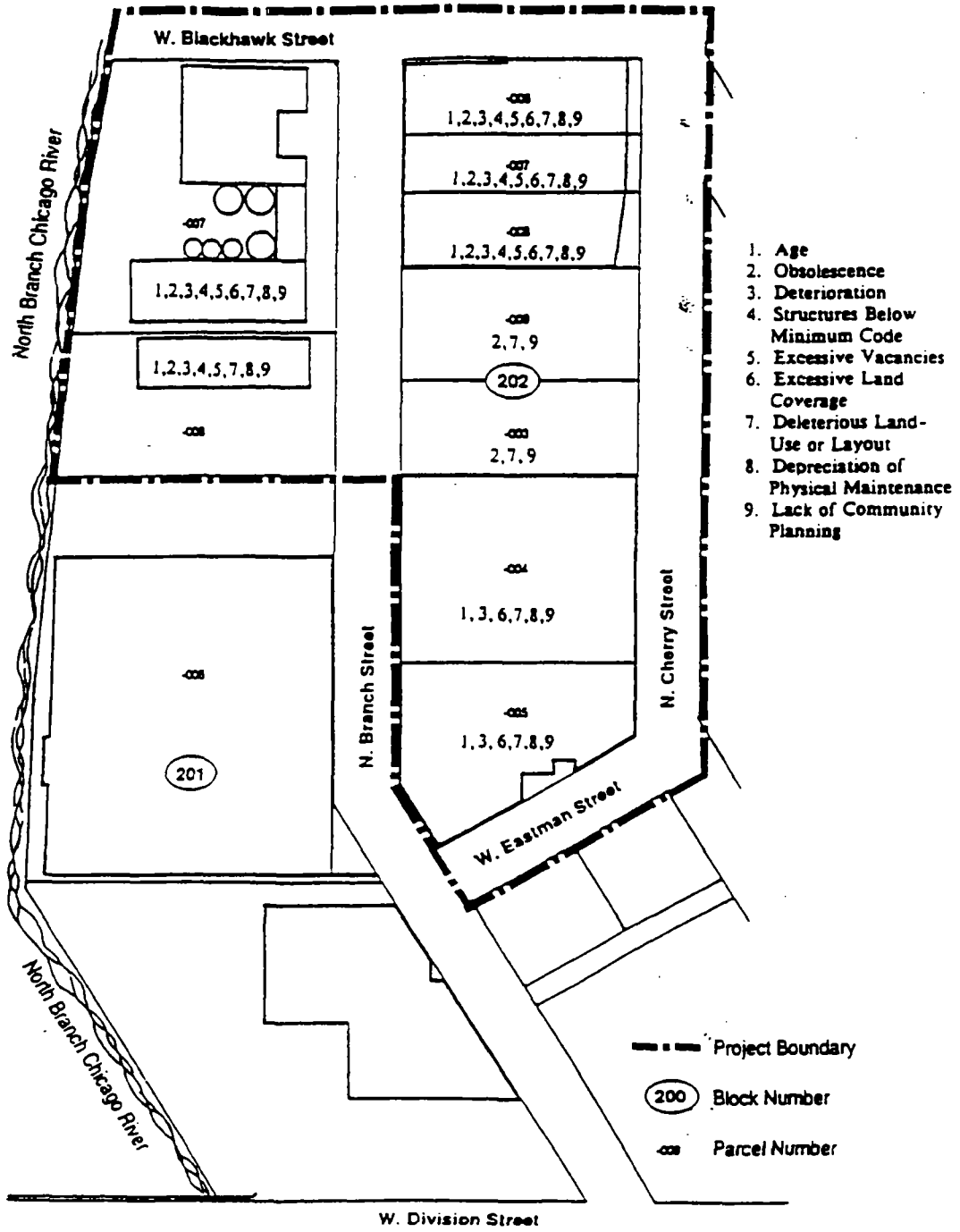
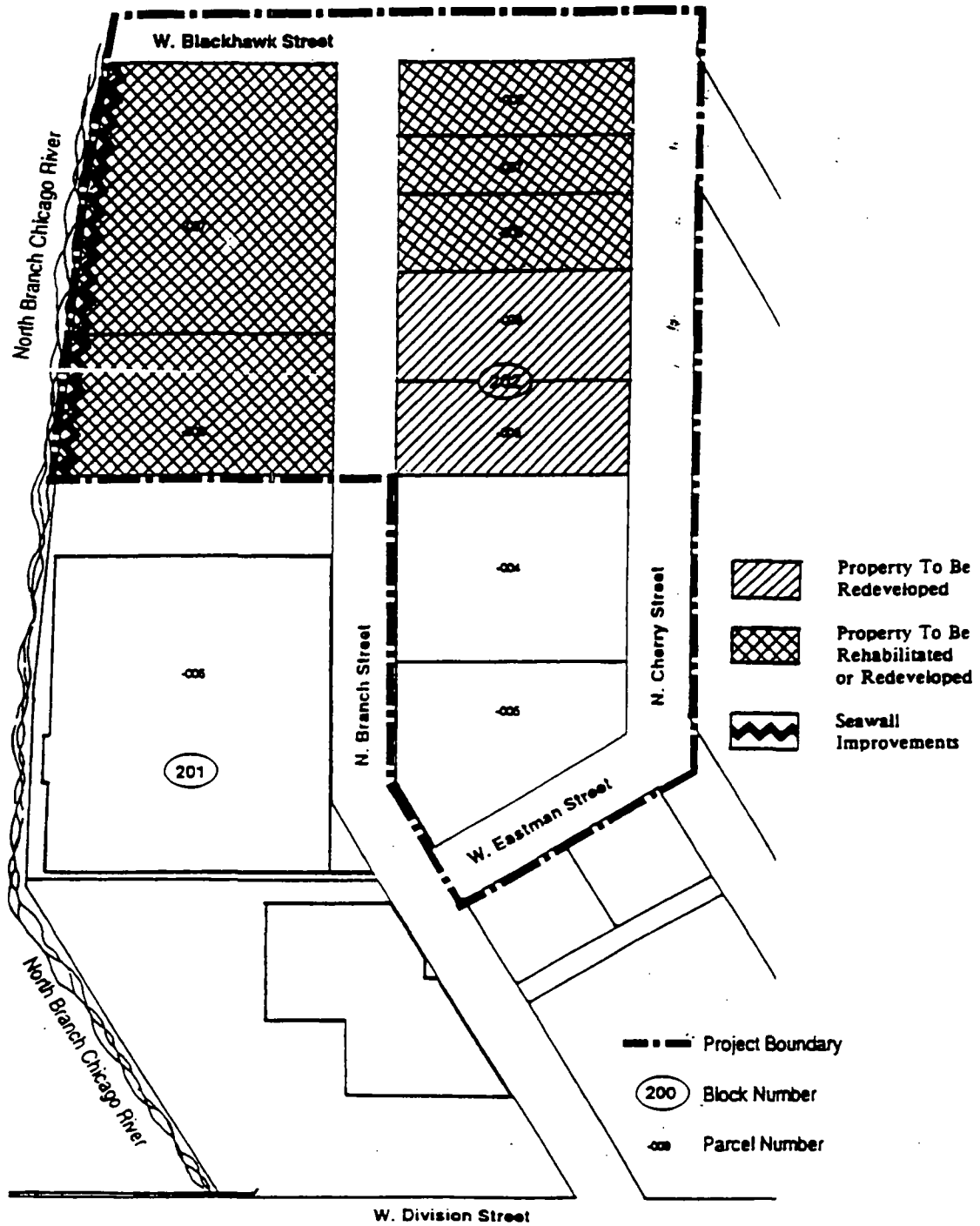


Figure 3.
Development Program.

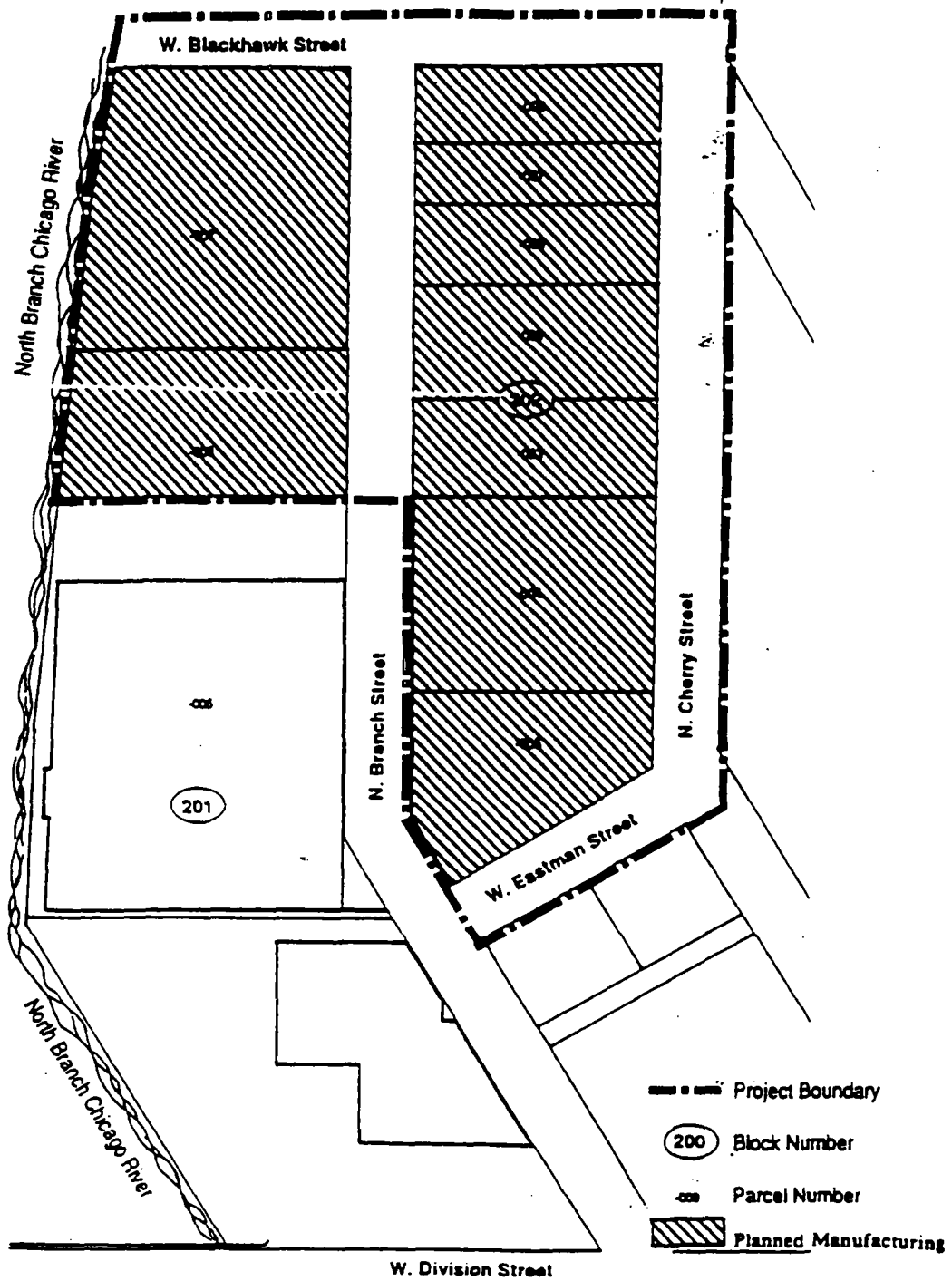


EASTMAN/NORTH BRANCH
TAX INCREMENTAL REDEVELOPMENT PROJECT
Chicago, Illinois



Prepared by: Trida, Pettigrew, Allen & Payne, Inc.

Figure 4.
Land Use Plan.



EASTMAN/NORTH BRANCH
 TAX INCREMENT REDEVELOPMENT PROJECT
 Chicago, Illinois

0 100 200 NORTH

Prepared by: Tricia, Pettigrew, Allen & Payne, Inc.

(Continued from page 38691)

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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, Illinois (the "City"), through its Department of Streets and Sanitation, Bureau of Forestry (the "Bureau") desires to have available individuals, other than its employees, to perform general maintenance at two sites (the "Sites") within the City; and

WHEREAS, The Social Service Department of the Circuit Court of Cook County, Illinois (the "S.S.D.") administers a Community Service Program as part of its operations that provides individuals to perform such general maintenance; and

WHEREAS, The City and Bureau have heretofore and do hereby determine that it is in the best interests of the City that the City, acting through the Bureau, participate in the Community Service Program of S.S.D.; and

WHEREAS, The City and S.S.D. desire to enter into an agreement to provide for the participation by the City, through the Bureau, in the Community Service Program of S.S.D.; 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 or the Commissioner of the Department of Streets and Sanitation is hereby authorized, subject to the approval of S.S.D. and subject to review by the Corporation Counsel, to enter into and execute an agreement (the "Agreement") in substantially the form attached hereto

as Exhibit A and to enter into and execute documents and certificates necessary or appropriate to carry out the purpose and intent of this ordinance and the Agreement as executed.

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 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 4. 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".

Community Service Agreement.

This Agreement, entered into as of the ___ day of _____, 1993 by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Streets and Sanitation, Bureau of Forestry (the "Department") and the Social Service Department of the Circuit Court of Cook County, Illinois (the "S.S.D.").

Recitals.

Whereas, The City through the Department, desires to have available individuals, other than its employees, to perform general maintenance at two sites (the "Sites") within the City; and

Whereas, The S.S.D. administers a Community Service Program as part of its operations that provides individuals to perform such general maintenance; and

Whereas, The City and the Department have heretofore determined and do hereby determine that it is in the best interests of the City that the City, acting through the Department, participate in the Community Service Program of S.S.D.; and

Whereas, The City and S.S.D. desire to enter into an agreement to provide for the participation by the City, through the Department, in the Community Service Program of S.S.D.;

Now, Therefore, In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and S.S.D. hereby agree as follows:

Article 1.

Incorporation Of Preambles.

The above recitals are incorporated herein and made a part of this Agreement.

Article 2.

Duties And Responsibilities.

(a) The City may provide Community Service work for up to 100 S.S.D. Community Service Program participants (the "Participants") at the City's worksites listed in the attached (Sub)Exhibit 1 entitled "Worksite Location and Work Description". Other worksites and work descriptions may be included by amendment, as mutually agreed upon in writing by S.S.D., the Department and the Corporation Counsel of the City.

(b) Upon receipt by the City of a fully executed Participant Agreement and Community Service Program Referral (the "Referral") in substantially the forms attached hereto as (Sub)Exhibits 2 and 3, respectively, the City shall permit Participants assigned to its worksites to engage in the work as described in Section (a) of this Article.

(c) The City shall ensure that Participants work only during the City's established work hours and only during the Participants work schedule provided to the City by S.S.D.. All work schedules must be mutually agreed upon by the City and S.S.D. prior to any Participant working pursuant to this Agreement.

(d) The City shall immediately notify the S.S.D. Caseworker, whose name is designated on the Referral if:

- (i) a Participant does not report to the worksite;

- (ii) a Participant refuses to work;
- (iii) a Participant is unable to perform the work assigned; or
- (iv) a Participant behaves in an inappropriate manner.

The City shall have discretion to immediately bar from the worksite such Participant described above and to refuse to allow any such Participant described above to continue to perform hereunder. The City shall notify the appropriate caseworker of any action so taken.

(e) The City shall be responsible for each Participant's work schedule and attendance record. S.S.D. shall supply to the City a sufficient amount of Time Sheets in substantially the form attached hereto as (Sub)Exhibit 4 for such purpose. Only actual attendance time is to be reported on the Time Sheet. Time Sheets are to be forwarded to the Program Coordinator for S.S.D. within thirty (30) working days following the completion of each month's work assignment.

(f) The City shall provide a worksite supervisor.

(g) The City shall provide all tools, equipment and uniforms required for the work assignment and used by Participants.

Article 3.

Status; Compensation.

Participants are neither employees of nor entitled to any benefits, wages or salaries provided to employees of the City.

Article 4.

Liability.

(a) The City assumes no liability for actions of Participants assigned to the City worksites. Nothing in this Agreement shall be construed as an assumption by S.S.D. of any additional liability, with respect to Participants, that does not exist as of the date of this Agreement.

(b) S.S.D. expressly agrees that no member, official, employee or agent of the City shall be individually or personally liable to S.S.D., its successors or

assigns in the event of any default or breach by the City under this Agreement.

(c) Upon receipt of notice of a claim or suit which in any manner results from, arises out of, or is connected with performance by the City pursuant to this Agreement, S.S.D. shall provide timely notice of same to the City and shall fully cooperate in the investigation of said claim or suit.

(d) Upon receipt of notice of a claim or suit which in any manner results from, arises out of, or is connected with performance by S.S.D. pursuant to this Agreement, the City shall provide timely notice of same to S.S.D. and shall fully cooperate in the investigation of said claim or suit.

(e) It is hereby agreed that in consideration of the Participants being granted the opportunity to participate and perform hereunder, the City shall require each Participant to sign, prior to participation hereunder, a Waiver and Release of All Claims, the form of which is attached hereto as (Sub)Exhibit 5.

(f) The indemnifications contained in any Waiver and Release of All Claims executed pursuant to Section (e) of this Article shall survive termination of this Agreement.

Article 5.

Notices.

(a) S.S.D. and the City each agree to notify the other not later than thirty (30) days after a change as to the name, address, telephone number and fax number of the primary contact for such party for purposes hereof. As of the date hereof, the primary contacts shall be as follows: (i) for the City: William Bresnahan, City of Chicago, Department of Streets and Sanitation, Bureau of Forestry, 121 North LaSalle Street, Room 700, Chicago, Illinois 60602; telephone: 312/744-7386, fax: 312/744-5317; and (ii) for S.S.D.: Toya M. Tarr, Program Coordinator, Social Service Department, 2650 South California Avenue, Room 901, Chicago, Illinois 60608; telephone: 312/890-6008, fax: 312/890-6080.

(b) In the event of an emergency, S.S.D. and the City shall use any reasonable method to notify the primary contact for the other party named in subsection (a) of this Article; otherwise, notices shall be given as specified in subsection (c) of this Article.

(c) 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: (1) personal service; (2) electronic communications, whether by telex, telegram or telecopy; (3) overnight courier, receipt requested; or (4) registered or certified mail, return receipt requested.

If To City:

Department of Streets and
Sanitation
City of Chicago
121 North LaSalle Street
Room 700
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

Office of the Corporation Counsel
City of Chicago
121 North LaSalle Street
Room 511
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To S.S.D.:

Social Service Department
2650 South California Avenue
Room 901
Chicago, Illinois 60608
Attention: Program Coordinator

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 (1) or (2) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (3) above shall be deemed received on the business day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (4) above shall be deemed received two business days following deposit in the mail.

Article 6.

Modification.

This Agreement may not be altered, modified or amended except by written instrument signed by all the parties hereto.

Article 7.

Severability.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

Article 8.

Approval.

Wherever in this Agreement provision is made for the approval or consent of the City, or any matter is to be to the City's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made, given or determined by the City in its sole discretion, subject to review by the Corporation Counsel.

Article 9.

Term Of Agreement.

This Agreement shall be in full force and effect from the date hereof and shall continue in effect until terminated as described in this Section. This Agreement shall terminate on the 30th day after receipt by the City or S.S.D. of written notice from the other party hereto terminating this Agreement. The obligations contained in Article 4 hereof shall survive the termination of this Agreement.

Article 10.

Assignment; Binding Effect.

(a) This Agreement may not be assigned by S.S.D. without the prior written consent of the City.

(b) This Agreement shall inure to the benefit of and shall be binding upon the City, S.S.D. and their respective successors and assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and assigns.

Article 11.

Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article 12.

Counterparts.

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Article 13.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Article 14.

Compliance With All Laws.

The City and S.S.D. 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.

Article 15.

Authority.

(a) Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 1993, Council Journal of Proceedings, page _____.

(b) Execution of this Agreement by S.S.D. is authorized by _____ and the signature of the person signing on behalf of S.S.D. has been made with complete and full authority to commit S.S.D. to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated herein.

Article 16.

Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article 17.

Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the City, shall be deemed or construed by any of the parties hereto or by third persons, to

create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City.

In Witness Whereof, The City and S.S.D. have caused this Agreement to be duly executed and delivered as of the date first written above.

City of Chicago, a Municipal Corporation, by its Department of Streets and Sanitation

By: _____
Commissioner

Circuit Court of Cook County, by its Social Services Department

By: _____
John E. Bentley
Director

Approved As To Form And Legality,
Subject To Proper Authorization:

Assistant Corporation Counsel of the
City of Chicago

(Sub)Exhibits 1, 2, 3, 4 and 5 attached to this Exhibit "A" read as follows:

(Sub)Exhibit 1.

Worksite Location And Work Description.

Site No. 001 : 5520 South Western Zip Code: 60653

Contact Person: Rich Hynek Phone: 747-3312

F/P Work Type: Maintenance Code: 8 Hours 7:00 -- 3:00

Days: Monday through Friday

50 Work Nos. 001 through 050 Work Description: General Maintenance

Site No. 002 : 2579 North Milwaukee Zip Code: 60647

Contact Person: Willie McGrew Phone: 747-3312 or 747-3311

F/P Work Type: Maintenance Code: 8 Hours 7:00 -- 3:00

Days: Monday through Friday

50 Work Nos. 051 through 100 Work Description: General Maintenance

(Sub)Exhibit 2.

Social Service Department

Circuit Court Of Cook County

Community Service Program

Participant Agreement.

In order to comply with my court order, I agree to perform _____ hours of unpaid Community Service work for a public/private not-for-profit agency. I agree to abide by the following conditions of the program.

1. A work schedule will be arranged that is agreeable to both me and the agency. This schedule will enable me to complete the

work program prior to my return court date. This schedule can only be altered with the permission of my resource supervisor and my Community Service Caseworker.

- 2. I agree to contact my resource supervisor by telephone in a timely fashion should I be unable to attend any scheduled work period. Failure to do so will be considered an unexcused absence, and my case may be returned to court.
- 3. Should my contributions of services be unsatisfactory or be performed with an uncooperative attitude, as assessed by the agency representative or the Program Coordinator, the assignment could be terminated.
- 4. I agree to follow all rules and regulations of the resource and fulfill my assignments according to the instructions given to me.
- 5. I understand that should I experience any difficulties or problems in performing the volunteer services at the assigned agency, I am to contact the agency representative (or supervisor) or my caseworker for resolution of the problem.

I have read or had read to me, the conditions under which I will be assigned to any agency through the Social Service Department Community Service Program and the conditions under which this assignment will be continued. I fully understand that my failure to comply with the above conditions can result in the termination of this assignment and the referral of this case back to the originally sentencing court for appropriate disposition.

I will not hold the agency where I am assigned to do Community Service work or its agents or the court or its agents liable for any injuries I may sustain performing Community Service work.

Signature of Participant

Date

Caseworker

Date

(Sub)Exhibit 3.

Social Service Department

Circuit Court Of Cook County

Community Service Program Referral.

Referral Date: _____

_____ is being referred to
Name

_____ to perform _____
Resource

hours of Community Service work. He/She has been instructed to comply with all rules and regulations of your organization and to phone with any schedule changes.

Please use the enclosed time sheets to record the hours worked, and return to the Social Service Department when work assignment is complete.

Please contact the assigned caseworker, _____
at _____ with any questions.

Thank you.

Program Coordinator

(Sub)Exhibit 4.

Social Service Department
Circuit Court Of Cook County
Community Service Program.

Time Sheet

Social Service Department
Circuit Court of Cook County

Name:

Address:

Phone:

Age:

Attention: Charlotte Harvey-Rowland

Hours Scheduled: _____

Resource: _____

Date	Start	Finish	Brief Job Description	Hours
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Worker's Signature)

*Note: Please return this form to the Social Service Department in the envelope provided ensuring that the address appears in the window.

(Supervisor's Signature)

(Sub)Exhibit 5.

City Of Chicago

Community Service

Waiver And Release Of All Claims.

Please read this form carefully and be aware that in signing up and participating in this program you will be waiving and releasing all claims for injuries you might sustain arising out of this program and agreeing to defend and indemnify the City for those claims.

Acknowledgement
of risk of injury:

"As a participant in the Community Service Program (the 'Program'), I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injury, including death, damages or loss which I may sustain as a result of participating in any and all activities connected with or associated with such Program."

Acknowledgement
of no entitlement:

"As a participant in the Program, I recognize that I am not an employee of the City of Chicago and I am not entitled to any benefits, wages or salaries provided to employees of the City."

Waiver and release:

"In consideration of my participating in the Program, I, being of lawful age, release and forever discharge the City of Chicago, its agents, employees, officials and officers, from any and all claims, causes of action, damages, costs and expenses arising from any and all injuries which may result to me arising from the condition of the premises where the Program takes place or the activities of the Program including any negligent acts or omissions by the City of Chicago, its agents, employees, officials or officers."

Indemnity and
defense:

"I further agree to indemnify, hold harmless and defend the City of Chicago and its officials,

officers, agents and employees from any and all claims resulting from injuries, including death, damages and losses sustained by me and arising out of, connected with, or in any way associated with the activities of the Program, including any negligent acts by the City of Chicago, its agents or employees and/or any conditions or latent defects in and on the premises where the Program takes place, which are alleged to be the proximate cause of my injury.”

I have read and fully understand the above Waiver, Release and Indemnification Agreement.

Participant Name (Print)	Participant Signature	Date
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AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
 AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION
 FOR REIMBURSEMENT OF COSTS INCURRED BY
 CITY FOR MAINTENANCE OF STREETS
 USED AS EXTENSIONS OR PARTS OF
 STATE HIGHWAY SYSTEM.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the Illinois Department of Transportation, concerning reimbursement for the maintenance of municipal streets, in the amount of \$2,281,827, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 (the "City") has previously, by Council orders, authorized and directed the Commissioner of the Department of Streets and Sanitation of the City to enter into agreements with the State of Illinois to reimburse the City for the costs of maintaining specified streets being used as extensions or parts of state highways located within the corporate limits of the City; and

WHEREAS, It is now necessary to execute an agreement covering the period from July 1, 1993 to June 30, 1994; 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 Mayor, City Clerk, City Comptroller, the Commissioner of the Department of Streets and Sanitation and the Commissioner of the Department of Transportation are hereby authorized, subject to approval by the Corporation Counsel, to execute and deliver an "Agreement For Maintenance of Municipal Streets" between the City and

the Illinois Department of Transportation in substantially the form attached hereto as Exhibit A and made a part hereof.

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

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

Exhibit "A".

Illinois Department Of Transportation.

Agreement For Maintenance Of Municipal Streets.

Agreement Provisions.

This Agreement, made and entered into this _____ day of _____, 19____, by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "Department" and the City of Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter referred to as the "Corporation".

Witnesseth:

That for and in consideration of the covenants hereinafter mentioned, the Corporation agrees to operate and maintain for the period beginning July 1, 1993, and ending June 30, 1994, in a manner satisfactory to the Department, portions of certain streets being used as extensions or parts of State highways lying within the boundaries of the Corporation.

It is understood and agreed that this agreement may, at the discretion of the Department, be extended for twelve months under the same terms, conditions and amounts stipulated herein, subject to an adequate appropriation being enacted by the General Assembly, unless the Corporation gives written notice to the Department of termination. Such extension shall be accomplished by a letter from the Department to the Corporation.

The Department reserves the right to amend this agreement at the time of extension by adjusting the inflation factor used to determine the rates of compensation by application of the percent change of the Construction Cost Index published in the *Engineering News Record* for the preceding calendar year. It is further understood that the terms of this agreement may be adjusted by addendum during the agreement's tenure to compensate for the addition or deduction of lane miles of streets to be maintained. Such addendum shall be approved and signed by both parties.

Operation and maintenance includes but is not limited to all routine surface and pothole repairs, temporary full-depth patches, expansion bump removal on bituminous surfaces, crack and joint sealing, cleaning and litter pickup, snow and ice control and all other routine operational services. Median maintenance, when applicable, shall consist of sweeping, litter pickup, mowing, and routine surface repairs.

The Corporation agrees to operate and maintain the streets covered by this agreement in the best interests of the people of the State of Illinois. The portions of streets to be maintained are described on the Computation Sheet attached hereto and made a part hereof.

The Corporation agrees to permit no cuts or openings in the curbs or pavements of the streets covered by this agreement without the written approval of the Department. Pavement cuts, curb openings, utility frames and municipal frames and grates or covers disturbed by settlement, construction or repair under permit are to be restored, repaired, adjusted and maintained by the utility owner or permit holder to the satisfaction of the Department at no expense to the State.

The Corporation agrees that, except in extreme emergencies, it will not undertake or authorize repairs not covered by this agreement, at the expense of the State, without securing the approval of the Department.

The Department in contracting with the Corporation for the maintenance and operation of the affected streets, has curtailed procurement of tools, equipment and personnel. Reversion to maintenance by State forces could entail time-consuming reallocation of resources. The Corporation therefore agrees that it will not terminate this agreement nor refuse to enter into subsequent agreements without giving the Department written notice at least ninety (90) days prior to such termination. If the Corporation gives the Department written notice of intent to enter into no future agreements, the current agreement will remain in force for ninety (90) days from the receipt of such notice or until the termination date of the current agreement, whichever date is the later. The Department may, at its discretion, release the Corporation from the agreement before the expiration of the ninety (90) days required by the above stipulation.

In consideration of the satisfactory maintenance and operation of streets covered by this agreement, the Department will pay the Corporation a total sum of Two Million Two Hundred Eighty-one Thousand Eight Hundred Twenty-seven and no/100 Dollars (\$2,281,827.00) for the twelve (12) month period covered by the agreement, payable as described below.

On or about March 31, June 30, September 30 and December 31, of each year, subject to an inspection by the Department, the Department will authorize the Corporation to invoice the Department in an amount equal to approximately one-fourth of the total annual allowance stated above.

It is further understood and agreed that the Department, when in its judgment it is expedient to do so, and at its discretion, shall have the right to terminate this agreement by giving written notice to the Corporation not less than thirty (30) days in advance of the date of such termination.

Federal Taxpayer Identification Number.

Under penalties of perjury, the undersigned certifies that is its correct Federal Taxpayer Identification Number.
The undersigned is doing business as a Governmental Entity.

Retention Of Records.

The Corporation shall maintain, for a minimum of five (5) years after the completion of the agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the agreement; the agreement and all books, records and supporting documents related to the agreement shall be available for review and audit by the Auditor General; and the Corporation agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the required books, records and supporting documents shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

Drug Free Workplace.

The Corporation certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the agreement.

If the Corporation employs twenty-five (25) or more people and the agreement is for \$5,000 or more, the following requirements apply.

The Corporation certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Corporation's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment for this agreement, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Corporation's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by Subparagraph (a) to each employee engaged in the performance of the agreement and to post the statement in a prominent place in the workplace.

(d) Notifying the Corporation within ten (10) days after receiving notice under Part (B) of Paragraph (3) of Subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

In Witness Whereof, The parties hereto have caused this agreement to be executed by their duly authorized officials.

City of Chicago

State of Illinois
Department of Transportation

By: _____
Mayor

By: _____
Director of Highways

Attest:

Approved:

City Clerk

By: _____
Commissioner,
Department of Streets and Sanitation

(Seal)

Approved As To Form And Legality:
[subject to proper execution]

Assistant Corporation Counsel

By: _____
Commissioner,
Department of Transportation

By: _____
City Comptroller

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO TRANSIT AUTHORITY
FOR RECONSTRUCTION OF LAKE STREET
VIADUCT FROM CANAL STREET
TO SOUTH BRANCH OF
CHICAGO RIVER.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the Chicago Transit Authority, in the amount of \$185,000, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 municipal corporation is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City acting by and through its Department of Transportation ("C.D.O.T.") and the Chicago Transit Authority ("Authority"), a municipal corporation desire to enter into an intergovernmental agreement whereby C.D.O.T. proposes to reconstruct the Lake Street viaduct from Canal Street to the west backwall of the Lake Street bridge over the South Branch of the Chicago River ("Project") and the City will reimburse the Authority for providing assistance in assuring compliance of the Project with the Authority's criteria and functional requirements; and

WHEREAS, The 1970 Illinois Constitution, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, Illinois Revised Statutes 1992, 5 ILCS 220/1, et seq., gives local units of government and state agencies the right to contract among themselves to obtain services and purchase, lease or transfer any property, real or personal, and encourage intergovernmental cooperation; now, therefore,

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

SECTION 1. The above recitals, including the legislative findings, are expressly incorporated in and made a part of this ordinance as through fully set forth herein.

SECTION 2. The Mayor is hereby authorized, subject to review by the Corporation Counsel, to enter into an intergovernmental agreement (the "Agreement") substantially in the form shown in Exhibit A, attached hereto and made a part hereof by reference.

SECTION 3. The Commissioner of C.D.O.T. (the "Commissioner") is hereby authorized, subject to the review by the Corporation Counsel, to enter into and execute such agreements, amendments and documents as are required or necessary to implement the terms of the Agreement.

SECTION 4. 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".

*Intergovernmental Agreement Between The City Of
Chicago, Acting Through Its Department Of
Transportation, And The Chicago
Transit Authority.*

This Intergovernmental Agreement (the "Agreement") entered into this _____ day of _____, 1993 by and between the City of Chicago, a municipal corporation, hereinafter referred to as the "City", and the Chicago Transit Authority, a municipal corporation, hereinafter referred to as "Authority", pertaining to the Lake Street Viaduct reconstruction from Canal Street to the west backwall of the moveable bridge over the South Branch of the Chicago River.

Witnesseth.

Whereas, The City and the Authority are legal entities organized and existing under the laws of the State of Illinois having among their powers the authority to contract with one another to perform such undertaking as described herein; and

Whereas, The City proposes to reconstruct the Lake Street Viaduct from Canal Street to the west backwall of the Lake Street bridge over the South Branch of the Chicago River (the "Project"); and

Whereas, The City and the State of Illinois pursuant to an appropriation ordinance passed on February 10, 1993 will enter into a City/State Agreement for the financing of this Project; and

Whereas, The City requires assistance in assuring compliance of the Project with the Authority's criteria and functional requirements and desires to avail itself of the capabilities of the Authority; and

Whereas, The Authority has indicated its desire to cooperate in the implementation of said Project;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Section 1. Recitals.

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

Section 2. Obligations Of The City.

2.01 The City, acting through its Department of Transportation, shall furnish or cause to be furnished, at its expense, in accordance with approved plans and specifications, all engineering, inspection services, supplies, material, labor, insurance and equipment required to perform and complete the following:

- a. Plans, specifications and contract documents for the reconstruction of the Lake State Viaduct from Canal Street to west backwall of the moveable bridge over the South Branch of the Chicago River, being the Project.
- b. Shoring of existing Authority's elevated structure in order to electrically isolate columns from the newly reconstructed viaduct.
- c. The contract construction of this improvement and construction engineering and supervision incidental to this work.
- d. Incidental work necessary to complete the items listed above.

2.02 All plans, specifications and special provisions affecting the interests of the Authority, shall be subject to approval by the Authority's authorized representative.

No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent in writing of the other party.

2.03 During this construction, the affected elevated structures shall remain in service for the operation of Authority trains at all times.

2.04 The temporary minimum clearances, with reference to the Authority's tracks, of any necessary falsework, equipment, bracing or forms as required for the reconstruction of the Lake Street Viaduct, shall be not less than:

Vertical -- twenty-one (21) feet, six (6) inches above top of high rail;
and

Lateral -- eight (8) feet, six (6) inches from centerline of the track.

2.05 Work to be performed by the City will be awarded to the lowest responsible bidder ("Contractor") in accordance with the Municipal Purchasing Act for Cities of 500,000 or more population, 65 ILCS 5/8-10-1, et seq. (1992 State Bar Edition), that has provided the City with evidence that said bidder has adequate equipment, experience, resources and expertise to perform the work required by the plans and specifications. Upon the award of the bid the City shall give notice of said award to the Authority.

2.06 The City shall require its Contractor(s), before commencing work affecting the Authority's elevated structure or entering upon the Authority's right-of-way for performance of any construction work, or work preparatory thereto, to notify the authorized representative of the Authority for the occupancy and use of the Authority's right-of-way outside the limits of the structure, and to comply with his recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

2.07 The safety and continuity of operation of the traffic of the Authority shall be at all times protected and safeguarded, and the City shall require its Contractor(s) to perform the work accordingly. Whenever the work may affect the safety of trains, the method of doing such work shall first be submitted to the Authority's authorized representative for his approval, without which it shall not be commenced or prosecuted. The approval of the Authority's authorized representative shall not be considered as a release from responsibility, or liability for any damage which the Authority may suffer, or for which it may be held liable by the acts of the Contractor, or those of his subcontractor(s), or his or their employees.

2.08 The City shall require its Contractor(s) to indemnify and save harmless the Authority from and against any and all liability, damages, costs and expenses for loss or damage to any property whatsoever and injury to or death of any persons whomsoever, arising or growing, in whole and in part, out of or in connection with the performance of any of the work on the reconstruction of said viaduct structure. The City shall insert the necessary clause or clauses into all contracts and specifications for the Project.

2.09 The City further agrees to provide or require its Contractor(s) to provide the Authority with Railroad Protective Liability Insurance providing for all damages arising out of bodily injuries to, or death of any persons and/or any property damage subject to the following limits:

- a. Bodily Injuries and Death Coverages:
 - Each Occurrence \$ 5,000,000
 - Aggregate \$ 10,000,000

- b. Property Damage Coverage:
 - Each Occurrence \$ 5,000,000
 - Aggregate \$ 10,000,000

The Railroad Protective Insurance shall be in the form as set forth in the Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2.2 dated October 25, 1974, and supplements, as issued by the Federal Highway Administration and shall name the Authority as the insured. Such insurance shall remain in full force and effect during the period of construction and until completion and acceptance of the work under this contract and thereafter, as respects occurrences and losses which are caused or occur within the period aforementioned. Copies of all such policies shall be provided to the Authority's Benefits Management Office for review and approval prior to the commencement of work on the Project.

2.10 The City agrees and the contract between the City and the City's Contractor(s) shall require that the City's Contractor(s) shall perform its work in accordance with the Standard Provisions for Highway-Railroad Agreement, as contained in the Federal-Aid Highway Programs Manual Volume 1, Chapter 4, Section 3, dated April 25, 1975, et seq.; and the State of Illinois "Standard Specifications for Road and Bridge Construction", adopted July 1, 1988; all specifications contained in the invitation for bids; the Federal-Aid Highway Program Manual; the Civil Rights Act of 1964, as amended; and the Illinois Fair Employment Practices Act.

Section 3. Obligations Of The Authority.

3.01 The Authority shall furnish or cause to be furnished at City expense all labor, materials and equipment as shown on (Sub)Exhibit A, attached hereto and made a part hereof by reference, to perform the services required under this Agreement including but not limited to the following:

- a. All necessary flagging of Authority's trains for the City's Contractor(s) and personnel, and the protection of the Authority

and its operation throughout the duration of shoring and isolation of columns from the new viaduct.

- b. Provide construction coordinator/inspector to arrange for flagmen and to monitor construction activities.
- c. All incidental work necessary to complete the items listed above, including but not limited to engineering review of relevant shop drawings and construction procedures.
- d. Provide all necessary personnel for any D.C. power and signal cable relocation or adjustments required on the elevated structure to facilitate the construction being performed by the Contractor(s).
- e. Provide Engineering review and coordination services.

Section 4. Compensation.

4.01 The Authority shall be reimbursed for the cost of its work up to the total amount of \$185,000, by the City from state and federal funds, as shown in (Sub)Exhibit A.

4.02 The Authority for performance of its work as outlined above may bill the City monthly (in sets of four (4)) for the costs and expenses incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

4.03 The Authority upon completion of its work, shall promptly render to the City a detailed final statement, in sets of four (4), of the actual cost and expense as incurred by it for its work. After the City's representatives have checked the progressive invoices and the final statement and they have agreed with the Authority's representatives that the costs are reasonable and proper, the City shall reimburse the Authority for the final agreed amount; provided that the total amount to be reimbursed under this Section 4 shall in no event exceed the aforesaid maximum amount of \$185,000.

Section 5. Commencement Of Project.

Work on the Project shall commence upon notification to the Authority from the Commissioner of Transportation of the City.

Section 6. Records.

The Authority shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

Section 7. Interest Of Public Officials.

No member, officer, or employee of the City or of the Authority during his tenure or for one (1) year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

Section 8. Interest Of Members Of Congress.

No members of or delegates to the Congress of the United States or to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefits arising therefrom.

Section 9. No Personal Liability.

No officer, director, employee, representative, or agent of either the City or the Authority hereto shall have any personal obligation or liability arising hereunder or relating hereto, including but not limited to any liability for breach of the terms of this Agreement.

Section 10. Special Conditions.

This Agreement shall be subject to all the non-conflicting conditions set forth in the "Standard Provisions for Highway-Railroad Agreements" attached hereto as (Sub)Exhibit B and made a part hereof by reference. In (Sub)Exhibit B the term "Road Authority" shall mean the Department of Transportation of the City and the term "Company" shall mean the Authority.

Section 11. Required Approvals.

This Agreement shall become effective only after its approval by the Illinois Department of Transportation, the City and the Authority, as evidenced by their signatures to this Agreement.

Section 12. Binding Effect.

This Agreement shall be binding upon the parties hereto, their successors or assigns.

Section 13. Governing Law.

This Agreement is subject to all applicable Federal, State and City laws, rules, regulations, orders, ordinances, code provisions and approvals pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and procedures in general.

Section 14. Amendments.

No term of this Agreement may be altered, amended, changed, terminated, waived or modified without the express written consent of the City and the Authority, and all necessary or required approvals as required by the State of Illinois, Department of Transportation, the City and the Authority.

Section 15. Consent.

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent shall not be unreasonably withheld.

Section 16. Severability.

If any term or provision of this Agreement is declared to be invalid by a final order or adjudication issued by a court of competent jurisdiction or by an administrative agency having jurisdiction over the terms of this Agreement and/or the rights and objections of the parties hereto such term or provision of this Agreement shall be severable from the other terms or provision of this Agreement.

Section 17. Construction.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto, or constituting the City or the Authority as representatives of each other for any other purpose.

Section 18. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

In Witness Whereof, The parties have caused these presents to be executed by their proper officers thereunto duly authorized as of the date first above written.

City of Chicago

By: _____
Mayor

Attest:

City Clerk

Approved:

By: _____
Commissioner of Transportation

Approved As To Form And Legality:

Corporation Counsel

By: _____
Comptroller

Chicago Transit Authority

By: _____
Chairman

Attest:

Secretary

Approved As To Form And Legality:

General Counsel

(Sub)Exhibits "A" and "B" attached to this Intergovernmental Agreement read as follows:

(Sub)Exhibit "A".

Lake Street Viaduct Renewal

Summary Of C.T.A. Estimated Costs.

The following personnel are required. Their rates of pay will vary, but \$30/hr. including fringe benefits is used for estimating purposes. Some of this work will be performed on an overtime basis at time and a half or double time premium rates. The current fringe benefit rate is 53.2% of direct labor. In any case, only actual costs plus allowable Administrative/Accounting costs (20% contemplated for estimating purposes only) will be billed.

Item.

Construction Inspector/Liaison

1 man, 12 months including partial premium time 1 x \$30/hour x 8 hours x 300 days x 1.5 (premium)	\$108,000
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Flagmen

2 men, 40 days including premium time 2 x \$21/hour x 8 hours x 40 days x 1.5 (premium)	20,000
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Power and Signal Adjustments, Cable Relocation

4 men, 6 days 4 x \$30/hour x 8 hours x 6 days	6,000
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Engineering Review and Coordination

1 man, 200 hours 1 x \$30/hour x 200 hours	6,000
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Contingencies and Miscellaneous Material (10%)	14,000
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Administrative/Accounting Costs (20%)	<u>31,000</u>
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TOTAL:	\$185,000
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(Sub)Exhibit "B".

Standard Provisions For Highway-Railroad Agreements.

All of the Company's work shall be performed in accordance with the terms; stipulations and conditions as contained in the Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 3, dated April 25, 1975, and any supplements thereto.

The Company, for performance of its work, may bill the Road Authority monthly for the Road Authority's share of the actual costs and expenses incurred. The progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The Road Authority after verifying that the bill is reasonable and proper, shall promptly reimburse the Company for 95 percent of the amount billed, but not to exceed the estimated amount.

The Company, upon the completion of its work, shall send the Road Authority a detailed final statement of its actual expense as incurred, including allowable additives. After the Road Authority's representatives have checked the final statement and have agreed that the costs are reasonable and proper, insofar as they are able to ascertain, the Road Authority shall reimburse the Company in an amount, less previous payments, if any, equal to 95 percent of the amount billed.

After the Federal, State or Road Authority representatives have audited the expenses as incurred, by the Company, and final inspection of the installation has been made, the Road Authority shall reimburse the Company for the retained percentage and the suspended items of expense less the deductions of any item (or items) or expense found by Federal, State or Road Authority representatives as not being eligible for reimbursement.

It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, in general. The use of said guidelines for reimbursement between the parties hereto shall not be deemed to require reimbursement of the Road Authority by the Federal Highway Administration as a condition precedent to the Road Authority's obligation.

All work herein provided to be done by the Road Authority or its contractor or contractors on the right-of-way or upon, over, under and across the railroad tracks of the Company shall be done in a manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the Company. The Road Authority shall require its contractor or contractors to use all care and precaution necessary to avoid accident, damage or interference to the Company's track or to the trains or traffic using its tracks, and to notify the Company of a sufficient time in advance whenever the contractor is about to perform work adjacent to the tracks to enable the Company to arrange for, or furnish flagging and such other protective service as might be necessary to insure safety of railroad operations, and the Company shall have the right to furnish all such flagging or protective services as in its judgment is necessary, and the Road Authority or its contractor or contractors shall reimburse the Company for the cost thereof. Wherever safeguarding of trains or traffic of the Company is mentioned in this Agreement, it is intended to cover all users of the Company's track having permission for such use.

The Road Authority shall require its contractor or contractors, upon completion of the work, to remove all machinery, equipment, temporary buildings, false-work, debris and rubbish from the Company's right-of-way, to provide proper drainage away from the Company's tracks, and to leave the tracks and right-of-way in a neat condition, satisfactory to the Company's Chief Engineer or his authorized representative.

Any contract between the Road Authority and its contractor or subcontractor to perform the work herein provided to be done by the Road Authority shall require the said contractor or subcontractor to protect the Company and any other railroad occupying or using the Company's right-of-way or lines of railroad with the permission of the Company party to this Agreement, against all loss and damage arising from the activities of the contractor, his forces, or any of his subcontractors or agents, and shall further provide that the contractor shall furnish to the Company a Railroad Protective Liability Insurance Policy providing for protection of the Company, in accordance with the Federal Highway Administration Federal-Aid Highway Program Manual Vol. 6, Ch. 6, Sec. 2, Subsec. 2, dated April 25, 1975. The limits of such policy shall be not less than \$2,000,000 combined single limit per occurrence for bodily injury, death, property damage and physical damage to property, with an aggregate limit of not less than \$6,000,000 per policy period. Said insurance shall be delivered to and approved by the Company prior to the entry upon or use of its property as to commencement of work upon, over, under and across or adjacent to the tracks of the Company by any contractor.

Subsequent to the award of any contract, and before any work is started on this project, a conference shall be held between the representatives of the Road Authority, the Company, and the interested contractor at a time and place as designated by the Road Authority, for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.

The Company will credit the Road Authority for the salvage value of all track, communication and signal line materials used on a temporary basis during the construction of the project, and accepted by the Company for return to its stock. Such salvage value is to be computed in accordance with the regulations set forth in said Federal-Aid Highway Program Manual.

The Road Authority shall be afforded a reasonable opportunity to inspect materials recovered by the Company prior to disposal by sale of scrap. The Company will give written notice, or oral notice with prompt written confirmation, to the Road Authority of the time and place where such materials will be available for inspection.

The Company's estimates provide for the reimbursement to the Company for the premium cost of purchase by the Company of Comprehensive Risk Insurance to protect said Company and the Road Authority from claims to which they may become legally liable as a result of the force account work to

be performed by the Company's forces as required by this Agreement. Such Comprehensive Risk Insurance shall be in lieu of self-insurance for Workmen's Compensation and Public Liability and Property Damage as provided in said Federal Highway Administration Federal-Aid Highway Program Manual. Coverage of Railroad Comprehensive Risk Insurance shall be \$2,000,000 combined single limit of liability for bodily injury/property damage.

When the roadway is to be closed to vehicular traffic while the railroad work is being performed, the Road Authority at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic after the Company gives two weeks advance notice to the Road Authority's Engineer.

When the Company is to perform its work while maintaining highway traffic, the Road Authority shall furnish or cause to be furnished, at its expense, the signs, barricades and traffic control devices for erection by the Company after two weeks advance notice is given the Road Authority's Engineer. The Company, at the expense of the Road Authority shall erect, maintain, relocate and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the railroad work is being performed.

AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH CHICAGO UNION STATION COMPANY
FOR RECONSTRUCTION OF LAKE
STREET VIADUCT OVER
UNION STATION.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement between the City of Chicago and the Chicago Union Station Company for the construction of the Lake Street Viaduct over Union Station, in the amount of \$3,379,032, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City proposes to reconstruct the Lake Street Viaduct from Canal Street to the west backwall of the Lake Street Bridge over the South Branch of the Chicago River (the "Project"); and

WHEREAS, A portion of the Project extends over the main-line tracks owned and operated by the Chicago Union Station Company ("Union Station"); and

WHEREAS, The City requires the assistance of Union Station in assuring compliance of the Project with Union Station's criteria and functional requirements and desires to avail itself of the capabilities of Union Station; and

WHEREAS, Union Station has indicated its desire to cooperate in the implementation of said Project; and

WHEREAS, The City shall reimburse Union Station for its work done for the Project; and

WHEREAS, The responsibilities of the parties need to be set forth in an agreement; now, therefore,

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

SECTION 1. The Mayor of the City or his proxy is authorized to execute and the Clerk to attest an agreement concerning the Lake Street Viaduct with Union Station in substantially the form attached hereto and incorporated as Exhibit A, subject to the approval of the Commissioner of the Department of Transportation of the City and the Comptroller, and subject to the approval of the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Agreement.

This Agreement (the "Agreement") is made and entered into by and between the City of Chicago (the "City") and the Chicago Union Station Company ("Union Station") as of _____, 1993.

Whereas, A portion of West Lake Street extends over the main-line tracks owned and operated by Union Station by means of a highway overpass structure known as the Lake Street Viaduct (the "Viaduct"); and

Whereas, The Viaduct was originally constructed and was to be maintained by Union Station in accordance with the Chicago Union Station Company Ordinance adopted by the City Council of the City of Chicago on March 23, 1914, as such Ordinance may have, from time to time, been modified (the "1914 Ordinance"); and

Whereas, In the interest of public safety and convenience, the parties hereto propose to rehabilitate the Viaduct;

Now, Therefore, In consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Work To Be Performed By Or On Behalf Of The City.

a. The City shall supply or cause to be supplied, in accordance with approved plans and specifications, all engineering, inspection, work, supplies, materials, labor, and equipment required to perform and complete the following (collectively, the "City's Work"):

(1) Preparation of the plans and specifications relating to the rehabilitation of the Viaduct; and

(2) The rehabilitation of the Viaduct;

(3) Provided, however, that the City shall have no obligation to construct or cause to be constructed the items of work that are the responsibility of Union Station, as set forth in Section 2 hereof.

b. The City shall provide Union Station with twenty-four (24) hours prior written notice of the commencement of the City's Work.

c. The City's Work shall be performed by the lowest, responsive, responsible bidder that has provided to the City evidence that such bidder has the ability, experience, and resources to perform the City's Work (the "City's Contractor") and such subcontractors as the City's Contractor may utilize.

d. The City agrees and the contract between the City and the City's Contractor shall require that the City's Contractor shall perform its work in accordance with the State of Illinois "Standard Specifications for Road and Bridge Construction", adopted July 1, 1988; all specifications contained in the invitation for bids; the Federal Aid Highway Program Manual; the Civil Rights Act of 1964, as amended; and the Illinois Fair Employment Practices Act. Furthermore, the City's Work is subject to all applicable Federal, State of Illinois, and City of Chicago laws, rules, regulations, orders, ordinances, code provisions, and approvals pertaining to all agreements, plans, estimates, specifications, awards of contracts, acceptance of work, and procedure in general.

e. The City agrees and the contract between the City and the City's Contractor shall require that the temporary or permanent minimum clearances, with reference to Union Station's tracks, or any necessary

falsework, bracing, or forms, as required for the rehabilitation of the Viaduct, shall be not less than the existing vertical and lateral clearances.

2. Work To Be Performed By Or On Behalf Of Union Station.

a. Union Station shall supply or cause to be supplied, in accordance with approved plans and specifications, all engineering, inspection, work, supplies, materials, labor and equipment to perform and complete the following (collectively, the "Union Station's Work"):

-- Railroad Flagman Protection	\$140,000.00
-- Railroad Lighting Relocation	33,000.00
-- Signal Relocation Work	
Relocation of 2300 V. Signal Power	476,492.00
Pull Pit Installation	278,524.00
Signal/Cable Trough/Conduit Installation	916,129.00
Concrete Encased Ductbank	206,377.00
Signal Cable Installation	728,458.00
Signal Box Installation	139,262.00
Signal System Cutover	450,000.00
Removal/Reinstall West Track Section	<u>10,790.00</u>
TOTAL BUDGET:	\$3,379,032.00

b. Union Station's Work shall not extend beyond that necessary for the rehabilitation of the Viaduct and shall be performed in accordance with the Federal Aid Highway Program Manual, the Civil Rights Act of 1964, as amended, and the Illinois Fair Employment Practices Act. Furthermore, Union Station's Work is subject to all applicable Federal, State of Illinois, and City of Chicago laws, rules, regulations, orders, ordinances, code provisions, and approvals pertaining to all agreements, plans, estimates, specifications, awards of contracts, acceptance of work, and procedure in general. Union Station further agrees that it and all of its officers, directors, employees, and agents shall abide by Chapter 2-56 of the Municipal Code of Chicago and shall cooperate with the Inspector

General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago.

c. Union Station shall provide the City with twenty-four (24) hours prior to written notice of the commencement of Union Station's Work.

d. Union Station shall furnish flagmen and other suitable personnel to the City's Contractor, as may be reasonably necessary or requested. Such flagmen and personnel shall be under Union Station's control and direction, but Union Station shall cause such flagmen and personnel to cooperate with the City's Contractor to the extent reasonably required or requested.

3. Plans And Specifications.

a. The City shall prepare or have prepared plans and specifications for the City's Work. On or before commencement of the City's Work, the City shall submit such plans and specifications (but not any shop drawings) to Union Station, which shall be entitled to review such plans and specifications to the extent they affect Union Station's property and any rights-of-way, provided, however, that Union Station's approval of such plans and specifications shall not be unreasonably withheld and that Union Station shall approve or submit its comments to the City within two (2) weeks of receipt.

b. Union Station shall prepare or have prepared plans and specifications for the work to be performed by or on behalf of Union Station. On or before commencement of Union Station's Work, Union Station shall submit such plans and specifications to the City, which shall be entitled to review such plans and specifications, provided, however, that the City's approval of such plans and specifications shall not be unreasonably withheld and the City shall approve or submit its comments to Union Station within two (2) weeks of receipt.

c. Once approved and agreed upon, all of the foregoing plans and specifications shall be incorporated into this Agreement, and no changes shall be made to the foregoing plans and specifications by the parties hereto without the written consent of their authorized representatives.

4. Pre-Construction Meeting and Agreed-Upon Schedule: After the contract between the City and the City's Contractor has been awarded and prior to the commencement of any work, a pre-construction meeting shall be held between the representatives of the City, Union Station, and the City's Contractor, at a time and place designated by the City's representative, for the purpose of coordinating the work to be performed by the parties, and at which time a schedule for the performance of such work shall be agreed to and adopted by the authorized representatives of

the City and Union Station. Because time is of the essence, once agreed to and adopted, the terms of that schedule shall be incorporated into this Agreement and shall be binding upon the parties, who shall be obligated to perform their work in accordance with that schedule unless otherwise agreed in writing by the authorized representatives of the City and Union Station.

5. Cooperation And Right Of Entry.

a. Union Station grants the City, the City's Contractor, and its subcontractors, at no cost to the City, the right to enter and occupy Union Station's property and any rights-of-way for the purposes of performing the City's Work and storing materials and equipment incident thereto; provided, however, that the City agrees and the contract between the City and the City's Contractor shall provide that (i) the City's Contractor shall, at all times during the course of the City's Work, take all steps reasonably necessary or reasonably requested by Union Station to minimize any interference with Union Station's operations; (ii) the City's Contractor shall give twenty-four (24) hours notice to the authorized representative of Union Station prior to entering upon Union Station's property and any rights-of-way; (iii) the City's Contractor shall comply with any reasonable safety requirements of Union Station; and (iv) the City's Contractor shall not permit any materials or equipment to be stored closer than eight (8) feet, six (6) inches from the nearest rail of any track.

b. Union Station agrees to cooperate with the City, the City's Contractor, and its subcontractors in the performance of the City's Work. Union Station shall not unduly delay or interfere with the City, the City's Contractor, or its subcontractors in performing the City's Work and shall take all steps reasonably necessary or requested by the City and/or the City's Contractor to facilitate the City's Work. The City agrees and the contract between the City and the City's Contractor shall provide that the City's Contractor shall not unduly delay or interfere with Union Station in performing Union Station's Work and shall take all steps reasonably necessary or requested by Union Station to facilitate Union Station's Work.

c. The City agrees and the contract between the City and the City's Contractor shall require the City's Contractor to remove all of its machinery, surplus materials, falsework, rubbish, and temporary buildings from Union Station's property and any rights-of-way upon completion of the City's Work and to leave Union Station's property and rights-of-way in a neat condition reasonably satisfactory to the authorized representative of Union Station.

6. Payment.

a. The City shall pay Union Station a total of \$3,379,032.00 for Union Station's Work, as set forth in Section 2 hereof, plus such additional costs and expenses as Union Station may reasonably incur in performance of Union Station's Work, provided, however, that the City and Union Station acknowledge that the costs and expenses of Union Station's Work are subject to the approval of, and are to be paid to the City by the State of Illinois and the Federal Government; and Union Station agrees that the City shall have no obligation to pay Union Station for the costs and expenses of Union Station's Work to the extent such costs and expenses are not approved and paid to the City by the State of Illinois and the Federal Government. Notwithstanding the foregoing, Union Station shall not be required to begin work until proper notification has been received from all federal and state agencies involved with this project that grant funds are available for disbursement to Union Station via the City. The City shall also cooperate and reasonably assist Union Station in obtaining reimbursement for any expenditures made for this project but disputed by federal or state agencies.

b. Union Station shall keep an accurate and detailed accounting of the costs and expenses it incurs and for which it intends to seek payment from the City.

c. Union Station shall submit monthly statements to the City, with all documentation that the City may reasonably require, for the costs and expenses Union Station has incurred during that month. Such statement shall include an estimate of the percentage of Union Station's Work performed that month and to date, plus any additional costs and expenses Union Station has reasonably incurred in the performance of Union Station's Work. The City shall pay Union Station only for that percentage of the original estimate of Union Station's Work, as set forth in Section 2 hereof, that has been completed, less five (5) per cent retention.

d. Upon completion of Union Station's Work, Union Station shall submit to the City a detailed statement of the total, actual costs and expenses Union Station has incurred in the performance of Union Station's Work. The City may review such detailed statement and deduct from that statement any costs that the City disputes as being outside the scope of, and/or not reasonably incurred in the performance of, Union Station's Work. The City shall pay Union Station the amount of that statement, less any amounts previously paid, less any amounts that the City disputes, less the five (5) per cent retention previously retained and five (5) per cent of any additional, undisputed amounts. The City shall then submit the statement to the State of Illinois and the Federal Government for approval and audit. The City shall pay Union Station the balance of the retention and disputed amounts, but only

after and to the extent such amounts are approved and paid to the City by the State of Illinois and the Federal Government. If the amounts the City has paid to Union Station exceed the amounts approved and paid by the State of Illinois and Federal Government, then Union Station shall reimburse the City for the amount of such excess.

7. Insurance And Indemnity.

a. The contract between the City and the City's Contractor shall provide that the City or the City's Contractor will provide Union Station with Railroad Protective Liability and Property Damage Liability Insurance, which shall provide the following coverage:

Bodily Injury, Death, and Property Damage, with limits of \$5,000,000 per occurrence and \$10,000,000 aggregate.

Before the City's Work is commenced, the City or the City's Contractor, as the case may be, will provide Union Station with a copy of that policy or a certificate of insurance relating to that policy.

b. The contract between the City and the City's Contractor shall require the City's Contractor to indemnify and hold Union Station, its tenants, and all railroads operating in the area of the City's Work harmless from and against any and all claims arising out of or relating to the City's Work, including but not limited to claims for damages (actual, special or consequential), costs, attorneys' fees, and expenses for loss or damage to any property whatsoever, injury to or death of any person(s) whomsoever, and compensable delays and acceleration costs caused by the sole negligence of the City's Contractor. This indemnity shall extend to any attorneys' fees and costs incurred in defending against such claims, provided, however, that this indemnity and save harmless obligation shall not extend to any claims arising out of or relating to the sole negligence of Union Station, its contractors or tenants, or any railroads operating in the area of the City's Work.

c. Union Station shall indemnify and hold the City, the City's Contractor, and its subcontractors harmless from and against any and all claims arising out of or relating to Union Station's Work, including but not limited to, claims for damages (actual, special or consequential), costs, attorneys' fees, and expenses for loss or damage to any property whatsoever, injury to or death of any person(s) whomsoever, and compensable delays and acceleration costs caused by the sole negligence of Union Station or its Contractors. This indemnity shall extend to any attorneys' fees and costs incurred in defending against such claims. Provided, however, that this indemnity and save harmless obligation

shall not extend to any claims arising out of or relating to the sole negligence of the City, the City's Contractor, or its subcontractors.

8. Maintenance.

a. Upon completion of the City's Work and Union Station's Work, the City shall maintain the Viaduct at no cost to Union Station, provided, however, that (i) in the event any portion of the Viaduct is damaged as a result of acts or omissions of Union Station, its agents, employees, tenants, or any railroad, then Union Station shall make such repairs as may be necessary to restore the Viaduct; if Union Station fails to make such repairs, the City may cause such repairs to be made, and Union Station shall reimburse the City for the total costs of such repairs, plus ten percent (10%) to cover the City's overhead; and (ii) Union Station shall maintain, at no cost to the City, Union Station's Work.

b. In the event the City deems it necessary to inspect the Viaduct and/or to perform such maintenance or repairs, Union Station grants the City the right to enter Union Station's property and any rights-of-way at no cost to the City. The City shall give Union Station prior notice if such activities may affect Union Station's operations. In conducting such activities, the City shall not erect any temporary staging, forms, cribbing, or maintenance equipment that would encroach the existing clearance unless the City first obtains the written approval of Union Station's authorized representative.

c. All repair or maintenance work, whether performed by or on behalf of the City or Union Station, shall be performed in accordance with the applicable Standard Specifications of the State of Illinois in effect on the date the work is performed.

d. Union Station shall not erect or grant permission to others to erect any advertising signs within the limits of Union Station's property and rights-of-way lines associated with the Viaduct.

9. Quit Claim. Union Station agrees to and does hereby waive any claims of ownership in and to the Viaduct and shall, by quitclaim deed and at no cost to the City, transfer all of its rights, titles, or interests, if any, in the Viaduct to the City.

10. No Personal Liability. No officer, director, employee, representative, or agent or either of the parties hereto shall have any personal obligation or liability arising hereunder or relating hereto, including but not limited to any liability for breach of the terms of this Agreement.

11. **Required Approvals.** This Agreement shall become effective and binding upon the parties only upon (a) the express, written approval of the State of Illinois Department of Transportation, (b) the express, written approval of the Chicago City Council, and (c) the express, written approval, by corporate resolution or otherwise, of all necessary directors of Union Station. If these conditions precedent do not occur, this Agreement shall be without effect.

12. **Binding Effect.** The terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

13. **Amendments, Waivers, Assignments.** No term of this Agreement may be altered, amended, changed, terminated, waived, or modified in any respect, and no right or obligations under this Agreement may be assigned or transferred, without the express written consent of the parties hereto and all necessary or required approvals of the State of Illinois Department of Transportation, the Federal Government, and/or the Chicago City Council.

14. **Severability.** If any term or provision of this Agreement is declared to be invalid by a final order or adjudication issued by a court of competent jurisdiction or by an administrative agency having jurisdiction over the terms of this Agreement and/or the rights and obligations of the parties hereto, (a) such term or provision of this Agreement shall be severable from the other terms or provisions of this Agreement, and (b) the rights and obligations of the parties with respect to such term or provision shall be governed by the 1914 Ordinance.

15. **Governing Law.** This Agreement shall be construed in accordance with, and its validity and effect (including any claims of breach of any of the terms hereof) shall be governed by federal law, where applicable, and in all other matters by the laws of the State of Illinois and the City of Chicago (without regard to Illinois law regarding choice of law).

16. **Construction And Interpretation.**

a. This Agreement modifies the 1914 Ordinance only to the extent of the matters expressly stated herein. No other modifications are intended and none shall be implied; and the parties do not intend to, and shall not be construed to have modified or waived any other rights or obligations they may have under the 1914 Ordinance.

b. This Agreement is the complete agreement of the parties with respect to the matters set forth herein and all matters relating in any way to the rehabilitation of the Viaduct. With respect to the matters set forth herein and all matters relating in any way to the rehabilitation of the Viaduct, the parties do not rely upon any previous oral, written or

implied representation, endorsement, agreement, or understanding of any kind which may have been communicated by any person.

c. This Agreement is not intended to, and shall not be construed to, create or give rise to (a) any rights or obligations except as expressly stated herein, (b) any joint venture, partnership, corporate, employment, agency, construction manager, general contractor, subcontractor, or other relationship of any sort between the City and Union Station and/or any other person(s), and/or (c) any third-party beneficiary rights of any nature whatsoever.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

In Witness Whereof, The parties hereto have caused this Agreement to be executed by their respective officers as of the day and year first above written.

City of Chicago

Mayor

Attest:

Commissioner,
Department of Transportation

City Clerk

Comptroller

Approved As To Form And Legality:

Assistant Corporation Counsel

Chicago Union Station Company

Vice President
General Manager

Attest:

Secretary

**EXECUTION OF WATER SUPPLY AGREEMENT WITH
JUSTICE-WILLOW SPRINGS WATER
COMMISSION.**

The Committee on Finance submitted the following report:

CHICAGO, October 7, 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 water supply agreement with the Justice-Willow Springs Water Commission, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

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, Illinois (the "City") possesses the power and authority and is required to furnish water from the City's water mains to others; and

WHEREAS, In 1983, the City entered into an agreement (the "Prior Agreement") to supply water to the Justice-Willow Springs Water Commission (the "Commission"); and

WHEREAS, The Prior Agreement expired on January 18, 1993; and

WHEREAS, The City is willing to continue to supply water to the Commission under substantially the terms of the attached form of five (5)-year water supply contract (the "Agreement"); and

WHEREAS, Except as otherwise provided in the Agreement, the water furnished pursuant to the Agreement shall not be resold to customers located outside the corporate limits of the Commission without the approval of the Commission and the City Council of the City; now, therefore,

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

SECTION 1. The Mayor or the Commissioner of the Department of Water is hereby authorized and directed, subject to the review of the Corporation Counsel, to execute and deliver a water supply contract between the City and the Commission in substantially the form attached hereto as Exhibit A and made a part hereof.

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

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

Exhibit "A".

Water Supply Contract

Between

The City Of Chicago

And

The Justice -Willow Springs Water Commission.

This Agreement made and entered into this ____ day of _____, 19__ and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called the "City"), and the Justice-Willow Springs Water Commission, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago (hereinafter called the "Purchaser").

Witnesseth:

Whereas, The City and the Purchaser entered into a ten-year water supply contract on the 17th day of November, 1981; and

Whereas, The City and the Purchaser cancelled the above-mentioned contract and entered into a second ten-year water supply contract on the 18th day of January, 1983, for the furnishing from the City's water main at the City limits, South Old Harlem Avenue and West 65th Street, a supply of

water for consumers supplied by the Purchaser's water system not to exceed an annual average of 4,178,000 gallons per day in 1983, and increasing to 5,509,200 gallons per day through 1992, with the maximum rate of flow from the City's water mains not to exceed twice the annual average daily withdrawal; and

Whereas, The said second ten-year water supply contract expired on the 18th day of January, 1993; and

Whereas, The City is willing to enter into a new water supply contract with the Purchaser, and furnish water from the existing connection to the City's water main at the City limits at South Old Harlem Avenue and West 65th Street;

Now, Therefore, In consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service To Be Furnished.

(1) The City agrees to furnish to the Purchaser, and the Purchaser agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City (the "Commissioner") from the City's water main at the City limits at South Old Harlem Avenue and West 65th Street to be used by the Purchaser in supplying water to consumers located within the corporate limits of the Purchaser. All water usage is to be in accordance with the allocation of the State of Illinois, Department of Transportation or any successor thereto having authority over the allocation of Lake Michigan water (a "Successor").

(2) The Purchaser is further authorized to supply Lake Michigan water obtained from the City to the following entities: The Villages of Justice, Willow Springs, Hickory Hills and Burr Ridge and fifty-five (55) accounts outside its corporate limits (collectively, the "Subsequent Purchasers"). All such water usage is to be in accordance with the allocations of the State of Illinois, Department of Transportation or its Successor. Any increase in the allocations to the Subsequent Purchasers shall be subject to the approval of the Commissioner. It is clearly understood by the Purchaser that this authorization is non-exclusive and in no way guarantees any rights to resell City water.

(3) The Purchaser shall not add any additional users of water supplied by the City outside of its corporate limits without the approval of the Commissioner and the Chicago City Council.

B. Quantity Of Water To Be Furnished.

(1) The following are the quantities of water for the years included:

Year	Annual Average Daily Quantity in Gallons
1993	5,072,000
1994	5,170,000
1995	5,269,000
1996	5,381,000
1997	5,503,000
1998	5,613,000

The Individual Consumer's quantities of water are included in the allocation made to the Purchaser and the Subsequent Purchasers. These quantities of water are in accordance with the allocations made to the Purchaser and the Subsequent Purchasers, by Opinion and Order LMO 90-4 of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the Commissioner if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation or its Successor.

(2) The water supplied and taken in accordance with this contract shall be withdrawn at a uniform rate during the twenty-four (24) hours of each day. The maximum hourly rate of withdrawal from the City's water mains shall not exceed twice the annual average daily contracted amount. The maximum amount of water supplied by the City to the Purchaser pursuant to this contract shall be (a) for any day during the term hereof, two times the Annual Average Daily Quantity of Water provided herein for the then current year (the "Maximum Daily Amount") and (b) at any particular second during the term hereof, the Maximum Daily Amount. The City shall not be required to supply water to the Purchaser at the Maximum Daily Amount for more than 5 consecutive days. In the event that the City shall supply water to the Purchaser at the Maximum Daily Amount for at least 5 days during any month, the City shall have the right to restrict the supply of water to the Purchaser in order to ensure an adequate water supply to all purchasers of City water for public health and fire protection. The Purchaser shall

be responsible for any damage to the water system of the City or of any of its customers due to excessive surges caused by the malfunction or misuse of the Purchaser's water system, including, without limitation, fast-acting valves or booster station operation.

(3) The Purchaser shall install a flow control system and a pressure recording system consisting of a manually operated flow control valve controlled by the City at a meter vault on existing water service connection to the City's water main at the City limits at its connection at South Old Harlem Avenue and West 65th Street in order to regulate the flow of water as herein provided. When requested by the Commissioner, the Purchaser shall provide the necessary equipment to transmit pressures, rates of flow and receiving reservoir elevations, and to convert the manually operated flow control valves to remotely controlled flow control valves. All devices necessary for the control and transmission of pressures and rates of flow of water furnished shall be provided and maintained by the Purchaser. The transmission of pressures and rates of flow readings shall be to a location designated by the City and the flow control valve shall be controlled by the City.

(4) The quantities of water supplied hereunder shall be resold to the Subsequent Purchasers in the quantities for the years as follows:

Annual Average Daily Quantity In Gallons

Year	Village Of Justice	Village Of Willow Springs	Village Of Hickory Hills	Village Of Burr Ridge
1993	1,336,000	623,000	1,413,000	1,700,000
1994	1,342,000	634,000	1,424,000	1,770,000
1995	1,348,000	646,000	1,435,000	1,840,000
1996	1,355,000	659,000	1,447,000	1,920,000
1997	1,362,000	672,000	1,459,000	2,010,000
1998	1,368,000	685,000	1,470,000	2,090,000

C. Standard Terms And Conditions.

I. General.

(1) This contract shall be in force and effect for a period ending five years from the date hereof, provided, however, that the City and the

Purchaser may agree to renew this contract for successive like terms. If either the City or the Purchaser shall desire to renew this contract, such party shall provide written notice thereof to the other party hereto six months prior to the expiration of each said five-year term. Amounts of water for average daily use will be the amounts as allocated by the State of Illinois, Department of Transportation or its Successor.

(2) No officer, official or agent of the City has the power to amend, modify or alter this contract or waive any of its conditions so as to bind the City by making any promise or representation not contained herein; provided that the Commissioner may make modifications pursuant to Paragraph C(7) herein.

(3) This contract shall not be assigned or transferred by either party.

(4) This contract will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated annually by the State of Illinois, Department of Transportation or its Successor to the Purchaser and subsequent Purchasers.

(6) The City will not be responsible for damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description that may arise as a result of making this contract and furnishing water hereunder.

(7) The Purchaser may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Purchaser agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Purchaser shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous

month from the City and the amount furnished to customers of the Purchaser.

III. Reservations.

(10) In the event of a default in payment of a water bill by the Purchaser, the City reserves the right to require the Purchaser to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety (90) days at the prevailing metered rate.

(11) The City reserves the right to inspect, test and repair the water meters as required. All such repairs shall be charged to and paid by the Purchaser.

IV. Water Quality.

(12) The City shall supply the Purchaser with water of a quality commensurate with that furnished to the City's consumers within the City limits.

(13) The Purchaser shall receive its supply of water from the City by means of a method approved by the Commissioner. The City water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(14) The Purchaser bears the responsibility for maintaining the water quality at any point beyond the control valve and within its distribution system. The City bears no degree of responsibility for the water quality at any point beyond the control valve.

(15) The Purchaser shall immediately notify the Commissioner of any emergency or condition that may affect the quality of water in either party's system.

(16) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Purchaser and to perform required tests upon due notice to the Purchaser.

V. Equipment Operation.

(17) The Purchaser shall provide and maintain all Service Mains (as hereinafter defined) and valves and bear the costs for connecting

said Service Mains to and severing them from the City's water system. The Purchaser shall also pay any and all costs incurred by or on behalf of the City in connection with extending the City's water system to the point of connection with the Purchaser's water system, if such extension is for the sole purpose of supplying water to the Purchaser's water system. Each Service Main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City. This valve will mark the limit of the City's responsibility for maintenance of the piping system. The cost of maintaining or replacing the valve shall be the responsibility of the Purchaser. As used herein, the term "Service Main" or "Service Mains" shall mean the primary supply piping between the City's water system and the overflow tank at the Purchaser's reservoir, including the connection to the City's water system, the control valve and the meter vault.

(18) The Purchaser shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording pressures, rates of flow, reservoir levels and other required operational information.

(19) The Purchaser shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. The meters provided must be delivered to the City's meter shop for testing and picked up promptly after testing, all at the expense of the Purchaser prior to installation by the Purchaser. Plans, drawings and specifications for the equipment, piping and vault, or other protective structure must be submitted to and be approved by the Commissioner before an authorization for installing the meters and related devices will be issued. No substitute equipment will be allowed without written approval of the Commissioner. The meter vault shall be located no farther than one hundred fifty (150) feet from the control valve unless the Commissioner consents to installation at a greater distance. The Purchaser shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be of a size and in a location approved by the Commissioner. The tee and valve shall be a minimum of two inches pipe size. The Purchaser shall provide a one-inch pipe size pitometer test tap in the inlet pipe ahead of the header pipe in a location approved by the Commissioner.

(20) In the event that the Purchaser should desire to alter the meter installation, the piping configuration, the meter vault or any of the Facilities (as hereinafter defined), all drawings, plans and specifications shall be submitted to the Commissioner prior to an application being made for an installation permit and prior to the start of any construction. Alteration of any of the Facilities shall include construction of new Facilities or changes or additions to existing Facilities. All drawings, plans and specifications shall

include profiles showing United States Geological Survey elevations and shall be prepared by a Professional Engineer, licensed to practice in the State of Illinois, all equipment shall be of a manufacture and type approved by the City, and all work shall be performed by a plumbing contractor licensed and bonded in the State of Illinois. As used herein, the term "Facilities" shall mean the Service Mains, all reservoirs within the Purchaser's water system and all connections to other entities outside the limits of the Purchaser's water system, including any reservoirs on such entities' water systems.

(21) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair any meter or part of a meter which is known or suspected to be registering incorrectly. All such repairs shall be made by the City's representatives and the Purchaser shall pay for all repairs made. The Purchaser shall be responsible for replacing any meters which have been in service for a period longer than authorized or which are defective and not capable of being repaired. All such replacements shall be at the expense of the Purchaser.

(22) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the Commissioner for the purpose of billing the Purchaser. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(23) The Purchaser shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the Purchaser and the entities furnished water by the Purchaser's water system as authorized by the State of Illinois, Department of Transportation Opinion and Order Number LMO 90-1 and any revisions to the allocations. All reservoirs provided by the Purchaser's water system shall be considered in meeting this requirement. The Purchaser's water system is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the City's water system as uniformly as possible.

VI. Rates And Discounts.

(24) Charges for water furnished to the Purchaser shall be at such rate or rates as the City shall be legally authorized to charge, said rate or rates being fixed by City ordinance.

(25) The Purchaser shall be entitled to a discount for prompt payment of water bills similar to that allowed to metered customers inside the City.

(26) The Purchaser shall be charged a penalty for late payment of water bills similar to that charged to metered customers inside the City.

(27) Payments to be made by the Purchaser hereunder to the City for water furnished to the Purchaser shall be solely from the revenues (the "Revenues") derived from the operation of the Purchaser's water system. The Purchaser covenants and agrees to charge such rate or rates for the furnishing of water to its customers so that the Revenues shall at all times be sufficient to pay in full all amounts due to the City from the Purchaser hereunder.

VII. Incorporation Of Recitals.

The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

VIII. Counterparts.

This contract may be executed in any number of counterparts, each of which shall be deemed an original.

In Witness Whereof, The City has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by the Commissioner, and the Purchaser has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its _____ and its Corporate Seal to be hereto affixed, duly attested by its Clerk, all as of the date and year first above written.

Approved As To Form And
Legality:

City of Chicago, Illinois

Assistant Corporation Counsel

By: _____
Commissioner of Water

Justice-Willow Springs Water
Commission

Attest:

Clerk (Seal) By: _____

Its: _____

Approved As To Form And
Legality:

Attorney for Justice -
Willow Springs
Water Commission

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

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (March 25, June 17, September 16, November 6, 1992, February 10, March 8, April 27, July 14, September 1 and September 15, 1993) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refund of fee 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

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

FREE PERMITS.

Ahkenaton Community Development Corp.
(3500 South State 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Ahkenaton Community Development Corp., 4150 South Dr. Martin Luther King, Jr. Drive, for

renovation of existing structure on the premises known as Centers For New Horizons, 3500 South State Street.

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

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

Ahkenaton Community Development Corp.
(3641 South Rhodes Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Ahkenaton Community Development Corp., 4150 South Dr. Martin Luther King, Jr. Drive, for renovation of existing structure on the premises known as Centers For New Horizons, 3641 South Rhodes Avenue.

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

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

The Art Institute Of Chicago.
(Alexander Hamilton Monument)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner

of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Art Institute of Chicago, South Michigan Avenue and East Adams Street, for reconstruction of the Alexander Hamilton Monument on the premises known as the north end of Grant Park.

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

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

The Art Institute Of Chicago And Chicago Park District.
(Buckingham Fountain)

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

SECTION 1. That the Commissioner of Buildings, is hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Art Institute of Chicago and the Chicago Park District for the construction of restoration and repair to Chicago's Buckingham Fountain on the premises known as East Congress Parkway and South Lake Shore Drive.

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

Basic Economic Neighborhood Development.
(6008 South Honore 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Basic Economic

Neighborhood Development, 7105 South Artesian Avenue, for building of a new structure on the premises known as 6008 South Honore Street.

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

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

Basic Economic Neighborhood Development.
(6022 South Honore 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Basic Economic Neighborhood Development, 7105 South Artesian Avenue, for building of a new structure on the premises known as 6022 South Honore Street.

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

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

Basic Economic Neighborhood Development.
(6119 South Honore 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Basic Economic Neighborhood Development, 7105 South Artesian Avenue, for building of a new structure on the premises known as 6119 South Honore 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.

Basic Economic Neighborhood Development.
(6214 South Honore 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Basic Economic Neighborhood Development, 7105 South Artesian Avenue, for building of a new structure on the premises known as 6214 South Honore 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.

Basic Economic Neighborhood Development.
(6227 South Honore 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Basic Economic

Neighborhood Development, 7105 South Artesian Avenue, for building of a new structure on the premises known as 6227 South Honore Street.

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

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

Basic Economic Neighborhood Development.
(6610 South Honore 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Basic Economic Neighborhood Development, 7105 South Artesian Avenue, for building of a new structure on the premises known as 6610 South Honore Street.

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

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

Basic Economic Neighborhood Development.
(6733 South Honore 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other

ordinances of the City of Chicago to the contrary, to Basic Economic Neighborhood Development, 7105 South Artesian Avenue, for building of a new structure on the premises known as 6733 South Honore Street.

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

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

Basic Economic Neighborhood Development.
(7008 South Honore 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Basic Economic Neighborhood Development, 7105 South Artesian Avenue, for building of a new structure on the premises known as 7008 South Honore Street.

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

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

Basic Economic Neighborhood Development.
(2039 West 71st 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 and the Commissioner of Water are hereby directed

to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Basic Economic Neighborhood Development, 7105 South Artesian Avenue, for building of a new structure on the premises known as 2039 West 71st Street.

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

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

Bethel New Life, Incorporated.

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 Fire and that the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Bethel New Life, Incorporated, 367 North Karlov Avenue, for rehabilitation of existing structure on the premises known as 4950 West Thomas 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.

Center For New Horizons.

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 of Chicago to the contrary, to Center for New Horizons, 4150 South King Drive, for repairs and renovation on the premises known as Washington Park Scattered Sites, 6225 South Wabash Avenue.

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

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

Chicago Board Of Education/Carroll Elementary School.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Board of Education/Carroll Elementary School, for the construction of an annex on the premises known as 2601 West 80th Street.

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

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

Chicago Board Of Education/Gordon S. Hubbard High School.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner

of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Board of Education/Gordon S. Hubbard High School, for rehabilitation of existing structure by General Building & Maintenance Company/General Contractors, 3264 North Milwaukee Avenue, Chicago, Illinois 60618, Blue Card Number 5540 on the premises known as 6200 South Hamlin Avenue.

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

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

Children's Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Children's Memorial Hospital, 2300 North Children's Plaza, for the construction of a trenching project to connect voice, data and video capabilities between the main hospital campus, the new office building at West Belden Avenue and North Halsted Street and the new research facility at 2430 North Halsted Street.

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

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

Circle Christian Development Corporation.

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 of Chicago to the contrary, to Circle Christian Development Corporation, 118 North Central Avenue, for renovation of existing structure on the premises known as 5644 -- 5656 West Washington Boulevard.

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

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

*Cook County Department Of Corrections/Cook County
Department Of Capital Planning.*

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

SECTION 1. That the Commissioner of Buildings, including the Bureau of Electrical Inspection, and the Commissioner of Fire, including the Bureau of Fire Prevention, are hereby directed to waive all drawing review fees and issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Cook County Department of Corrections, Cook County Department of Capital Planning and all associated contractors for the installation of new fire alarm systems in all the buildings at Cook County Correctional Center Complex located at West 26th Street and South California Avenue, and also in the Cook County warehouse located at 2323 South Rockwell Street.

Said installations 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 currently under review by the City.

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

Dome Corporation.

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

SECTION 1. That the Commissioner of Buildings is hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Dome Corporation, for the construction of a salt dome on the premises known as 2301 West 52nd Street.

Said dome shall be used by the Department of Streets and Sanitation for the storage of salt, 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 full force from and after its passage and publication.

Saint Edmund's Redevelopment Corporation.

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 of Chicago to the contrary, to Saint Edmund's Redevelopment Corporation, 6105 South Michigan Avenue, for renovation of existing structure on the premises known as 5701 South Michigan Avenue.

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

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

Mr. Joe Barnes/Saint John Fisher Church Carnival.

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 Mr. Joe Barnes, electrical contractor, 10234 South Washtenaw Avenue, for electrical installations in conjunction with a carnival to be conducted on parish grounds of Saint John Fisher Church for the period of September 17 through September 19, 1993, on the premises known as 10234 South Washtenaw Avenue.

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

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

Soka Gakkai International.

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 of Chicago to the contrary, to the Soka Gakkai International, 624 West Wrightwood Avenue, for maintenance of three driveways on the premises known as 622, 632 and 635 West Wrightwood Avenue.

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

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

People's Reinvestment & Development Effort.
(126 South Central Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to People's Reinvestment & Development Effort (PRIDE), 342 South Laramie Avenue, for renovation of existing structure on the premises known as 126 South Central Avenue.

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

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

People's Reinvestment & Development Effort.
(221 South Central Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to People's Reinvestment & Development Effort (PRIDE), 342 South Laramie Avenue, for renovation of existing structure on the premises known as 221 South Central Avenue.

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

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

People's Reinvestment & Development Effort.
(5000 West Monroe 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to People's Reinvestment & Development Effort (PRIDE), 342 South Laramie Avenue, for renovation of existing structure on the premises known as 5000 West Monroe Street.

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

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

People's Reinvestment & Development Effort.
(44 -- 48 North Parkside Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to People's Reinvestment & Development Effort (PRIDE), 342 South Laramie Avenue, for renovation of existing structure on the premises known as 44 -- 48 North Parkside Avenue.

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

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

Uhlich Childrens' Home.

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 of Chicago to the contrary, to Uhlich Childrens' Home, for renovation on the premises known as 3737 North Mozart Street and 3730 North California Avenue.

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

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

Woodlawn East Community And Neighbors.

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 of Chicago to the contrary, to Woodlawn East Community and Neighbors, 1541 East 65th Street, for renovation of existing structure on the premises known as 6230 South Dorchester Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

Christopher House.
(850 West Eastwood Avenue)

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago (Prior Code Section 158-4) and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period which expires July 15, 1994:

Christopher House
850 West Eastwood Avenue.

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

Christopher House.
(4303 North Kenmore Avenue)

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago (Prior Code Section 158-4) and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period which expires July 15, 1994:

Christopher House
4303 North Kenmore Avenue.

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

Christopher House.
(1100 West Lawrence Avenue)

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago (Prior Code Section 158-4) and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period which expires July 15, 1994:

Christopher House
1100 West Lawrence Avenue.

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

Uptown Family Care/Hull House Association.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago (Prior Code Section 158-4) and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period which expires July 15, 1994:

Uptown Family Care
Hull House Association
4520 North Beacon Street.

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

Food Dispenseries.

EHS Trinity Hospital.

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

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Food Dispenser Class I (1300 Code) License fee for the period beginning July 15, 1993 and ending August 15, 1994:

EHS Trinity Hospital
2320 East 93rd Street.

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

Loretto Hospital.

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

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Food Dispenser Class I (1300 Code) License fee for the period beginning February 15, 1993 and ending January 15, 1994:

Loretto Hospital
645 South Central Avenue.

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

Salvation Army.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Health, the following institution is hereby exempted from payment of the annual Food Dispenser Class I License fee for the fiscal year ending June 30, 1993:

Salvation Army
1515 West Monroe Street.

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

Saint Elizabeth's Hospital.
(Cafeteria)

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

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Saint Elizabeth's Hospital cafeteria, 1431 North Claremont Avenue, Chicago, Illinois 60622, is hereby exempted from payment of the annual Food Dispenser (Retail) License fee provided therefor, for the year 1993.

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

Saint Elizabeth's Hospital.
(Snack Shop)

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

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Saint Elizabeth's Hospital Snack Shop, 1431 North Western Avenue, Chicago, Illinois 60622, is hereby exempted from payment of the annual Food Dispenser (Retail) Licence fee provided therefor, for the year 1993.

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

REFUND OF FEES.

Israel Community Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$165.00 to the Israel Community Church, 7620 South Cottage Grove Avenue (a not-for-profit organization), representing payment of the annual No Parking Signs Unmetered fee. Warrant No. D7-102140 in the amount of \$165.00.

WAIVER OF FEES.

Mr. Charles B. Benko.
(No Parking Sign Fee)

Ordered, That the City Comptroller is hereby authorized and directed to waive the No Parking Sign fee that will be charged to Charles B. Benko living at 10956 South Kedzie Avenue in the amount of \$90.00.

Ms. Pearl H. Bingham.
(No Parking Sign Fee)

Ordered, That the City Comptroller is hereby authorized and directed to waive the No Parking Sign fee that will be charged to Pearl H. Bingham living at 3212 West 110th Street in the amount of \$90.00.

Bucktown Artsfest.
(Food Vendor And Itinerant Merchant License Fees)

Ordered, That the Director of the City Department of Revenue waive the Food Vendor and Itinerant Merchant License fee for the participants in the Bucktown Artsfest to be held in Holstein Park, 2200 North Oakley Avenue, for the period of August 28 through August 29, 1993, during the hours of 10:00 A.M. and 10:00 P.M. each day.

Burnham Management.
(No Parking/Loading Zone Sign Fees)

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation, the following organization shall be exempted from payment of fees (\$170.00) to the Department of Transportation for the installation of No Parking/Loading Zone signs:

Burnham Management
345 North Austin Boulevard.

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

Byelorussian Cathedral Church.
(No Parking Sign Fee)

Ordered, That the City Comptroller is hereby authorized and directed to waive the No Parking Sign fee that will be charged to the Byelorussian Cathedral Church located at 3105 West Fullerton Avenue in the amount of \$40.00.

Chicago House.
(No Parking/Tow Zone/Driveway Sign Fees)

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

SECTION 1. That the Commissioner of Transportation is hereby directed to waive all fees that will be charged, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago House, a not-for-profit organization located at 6027 North Kenmore Avenue, for the installation and maintenance of No Parking/Tow Zone/Driveway signs at the premises located at 6027 North Kenmore Avenue.

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

Harper High School.
(Annual Sign Inspection Fee)

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

SECTION 1. That the City Comptroller is hereby authorized and directed to waive the Annual Sign Inspection fee for the year 1993 in the amount of \$122.40, charged to Harper High School, located at 6520 South Wood Street.

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

Mr. Donald T. Hensley.
(Handicapped Sign Fees)

Ordered, That the City Comptroller is hereby authorized and directed to waive the installation fees for two handicapped signs in front of 7016 West 55th Street.

Japanese American Service Committee.
(No Parking/Tow Zone Sign Fees)

Ordered, That the City Comptroller is hereby authorized and directed to waive the fees for No Parking/Tow Zone signs to be installed at the driveway at 4427 North Clark Street in the amount of \$120.00, to be charged to the Japanese American Service Committee.

Sacred Heart Hardy Prep School/Antique Show.
(Food Vendor And Itinerant Merchant License Fees)

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the special event fees for food vendors and itinerant merchants participating in an antique show sponsored by the Sacred Heart Hardy Prep School, 6250 North Sheridan Road, for the period of October 28 through October 30, 1993.

Saint Pius V. Church Parish Festival.
(Permit Fee)

Ordered, That the Department of Revenue, City of Chicago, waive the permit fee for the Saint Pius V. Church, 1919 South Ashland Avenue, for a parish celebration or kermes, to be held on Saturday, September 4, 1993, during the hours of 11:00 A.M. to 12:00 P.M., and on Sunday, September 5, 1993, during the hours of 9:00 A.M. to 12:00 P.M., Permit Number 2380444.

Scholl College Of Podiatric Medicine.
(No Parking Sign Fees)

Ordered, That the City Comptroller is hereby authorized and directed to cancel Invoice Number 92290001492 under date of October 27, 1992 in the amount of \$155.00 for maintenance and inspection of No Parking During

_____ Hours signs, charged to the Scholl College of Podiatric Medicine, 1001 North Dearborn Street, for the period of June 1, 1992 to June 1, 1993.

*Uptown Habitat For Humanity.
(Loading Zone Sign Fees)*

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

SECTION 1. That the Commissioner of Transportation is hereby directed to waive all fees that will be charged, notwithstanding other ordinances of the City of Chicago to the contrary, to the Uptown Habitat for Humanity, a not-for-profit organization located at 3225 West Foster Avenue, for the installation and maintenance of Loading Zone signs at the premises located at 5530 North Winthrop Avenue.

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

*1993 Around The Coyote, Inc. Sidewalk Fair.
(Permit Fee)*

Ordered, That the Department of Revenue, City of Chicago, waive the permit fee for Around the Coyote, Inc. for a sidewalk fair to be held on September 9 through 12, 1993, during the hours of 3:00 P.M. to 10:00 P.M., to be held from 1700 North Damen Avenue (west side) entrance to 1728, 60 feet south of entrance; east side of 1700 block of North Paulina Street entrance, to 1735, 60 feet south of entrance; south side of 1500 block of West Division Street entrance, to 1543, 20 feet west of entrance; and west side of 1600 block of North Milwaukee Avenue entrance, to Nee Cee, 20 feet south of entrance.

1993 Around The Coyote, Inc. Sidewalk Fair.
(Itinerant Merchants License Fees)

Ordered, That the Department of Revenue, City of Chicago, waive the permit fee for the itinerant merchants participating in the 1993 Around the Coyote, Inc. Sidewalk Fair to be held on September 9, 10, 11 and 12, 1993, during the hours of 3:00 P.M. to 10:00 P.M., to be held at 1700 North Damen Avenue (west side) entrance, to 1728, 60 feet south of entrance; east side of 1700 block of North Paulina Street entrance, to 1735, 60 feet south of entrance; south side of 1500 block of West Division Street entrance, to 1543, 20 feet west of entrance; and west side of 1600 block of North Milwaukee Avenue entrance, to Nee Cee, 20 feet south of entrance.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR
COLLECTION ISSUED AGAINST CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Alexian Brothers Hospital 6007 North Kenmore Avenue	B1-209126 (Bldg.)	\$31.00
The Center for the Rehabilitation and Training of Persons with Disabilities (various locations)	A1-300220 (Elev.)	41.00
	A1-300406 (Elev.)	41.00
	B1-319004 (Bldg.)	47.00
Chicago Presbytery 100 South Morgan Street	R1-213223 (Drwy.)	68.00
Copernicus Foundation 5216 West Lawrence Avenue	B3-200678 (Pub. Place of Assemb.)	46.00

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Name And Address	Warrant No. And Type Of Inspection	Amount
	B3-200714 (Pub. Place of Assemb.)	\$ 46.00
	B3-200715 (Pub. Place of Assemb.)	46.00
Grant Hospital 551 West Webster Avenue	B1-211245 (Bldg.)	111.00
Jane Addams Hull House 3212 North Broadway	B3-202946 (Pub. Place of Assemb.)	46.00
	P1-205457 (Fuel Burn. Equip.)	196.00
JFMC Facilities 1 South Franklin Street	B1-214702 (Bldg.)	79.00
The Latin School of Chicago (various locations)	A1-201953 (Elev.)	41.00
	A1-202671 (Elev.)	41.00
	F4-204257 (Mech. Vent.)	210.00
	F4-205766 (Mech. Vent.)	444.00
Lawrence Hall Youth Services 2735 West Peterson Avenue	F4-217978 (Mech. Vent.)	36.00
Lincoln West Hospital 2544 West Montrose Avenue	B4-300014 (Inst.)	127.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Ada S. McKinley Community Services (various locations)	F4-202532 (Mech. Vent.)	\$ 78.00
	F4-217164 (Mech. Vent.)	26.00
McKinley Community Industries 1112 East 87th Street	R1-201497 (Drwy.)	68.00
	R1-201498 (Drwy.)	34.00
Methodist Hospital 5003 North Paulina Street	B4-300004 (Inst.)	127.00
Misericordia Heart of Mercy 6300 North Ridge Avenue	B4-300094 (Inst.)	31.00
	B4-300143 (Inst.)	31.00
	B4-300144 (Inst.)	31.00
	B4-300145 (Inst.)	31.00
	B4-300146 (Inst.)	47.00
	B4-300147 (Inst.)	47.00
Northwest Home for the Aged 6300 North California Avenue	B4-300137 (Inst.)	63.00
Northwestern Memorial Hospital (various locations)	D1-213887 (Sign)	39.50

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Name And Address	Warrant No. And Type Of Inspection	Amount
	D1-213889 (Sign)	\$ 22.00
	P1-204219 (Fuel Burn. Equip.)	255.00
	P1-206642 (Fuel Burn. Equip.)	146.00
Northwestern University (various locations)	B1-200139 (Bldg.)	511.00
	B1-206276 (Bldg.)	287.00
	B2-300541 (Canopy/Rev. Doors)	23.00
	B3-204766 (Pub. Place of Assemb.)	46.00
	F4-317210 (Mech. Vent.)	555.00
	P1-202686 (Fuel Burn. Equip.)	644.00
	P1-203015 (Fuel Burn. Equip.)	39.00
	P1-302473 (Fuel Burn. Equip.)	644.00
Norwegian Bethesda Home and Retirement Center 2833 North Nordica Avenue	B4-300120 (Inst.)	63.00
Norwood Park Home 6016 North Nina Avenue	B4-300103 (Inst.)	111.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Our Lady of the Resurrection Hospital (various locations.)	B1-218559 (Bldg.)	\$ 47.00
	P2-251460 (Cont./Proc. Dev.)	30.00
Ravenswood Hospital Medical Center 4550 North Winchester Avenue	B1-320334 (Bldg.)	111.00
	P1-300963 (Fuel Burn. Equip.)	39.00
	P1-303015 (Fuel Burn. Equip.)	1,651.00
Ravenswood Hospital Mental Health Center 4055 North Western Avenue	F4-316449 (Mech. Vent.)	26.00
Resurrection Medical Center 7435 West Talcott Avenue	B4-300037 (Inst.)	111.00
	P1-303243 (Boiler)	78.00
Roseland Christian School 314 West 108th Street	F4-220537 (Mech. Vent.)	60.00
Safer Foundation 571 West Jackson Street	A1-203147 (Elev.)	82.00
	F4-201908 (Mech. Vent.)	26.00
Saint Mary of Nazareth Hospital Center 2233 West Division Street	P1-303334 (Boiler)	39.00

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Name And Address	Warrant No. And Type Of Inspection	Amount
Saint Paul's House Corporation (various locations)	B4-300099 (Inst.)	\$ 111.00
	B4-300139 (Inst.)	47.00
Stony Island Church of Christ 1600 East 84th Street	C2-310522 (Refrig.)	102.00
Topsy Turby Nursery/ Kindergarten 723 -- 725 East 75th Street	D1-303672 (Sign)	43.00
	F4-306440 (Mech. Vent.)	26.00
Virginia Frank Child Development Center 3033 West Touhy Avenue	F4-206376 (Mech. Vent.)	26.00
Washington and Jane Smith Home 2340 West 113th Place	P1-302858 (Fuel Burn. Equip.)	39.00
	P1-303165 (Fuel Burn. Equip.)	999.00
Louis A. Weiss Memorial Hospital (various locations)	B4-300069 (Fire Prev.)	95.00
	B4-300071 (Fire Prev.)	127.00
	B4-300075 (Fire Prev.)	127.00
	D1-302521 (Sign)	22.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	P1-303640 (Fuel Burn. Equip.)	\$1,391.00
	P1-303663 (Fuel Burn. Equip.)	400.00

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ISSUANCE OF FREE PERMITS TO BETHEL
NEW LIFE, INC. FOR CONSTRUCTION
OF LOW-INCOME ELDERLY
HOUSING.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the removal of inactive water service taps and water cutoffs, free of charge, presented by Alderman E. Smith, for Bethel New Life, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council on June 14, 1989, for the issuance of the necessary permits, free of charge, to Bethel New Life, Inc., 367 North Karlov Avenue, for the construction of low-income elderly housing at 4349 -- 4359 West Washington Boulevard, be and the same is hereby amended by adding thereto, the following:

"That the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service, free of charge".

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

CONSIDERATION FOR INSTALLATION OF ALLEYLIGHTS
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 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 alleylights at specified locations:

Alderman Burrell 5069 West Congress Parkway and 5858
West Roosevelt Road; and

Alderman M. Smith 5907 North Magnolia Avenue and 1253
West Winnemac 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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):

5069 West Congress Parkway.

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 5069 West Congress Parkway.

5858 West Roosevelt Road.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of premises located at 5858 West Roosevelt Road.

5907 North Magnolia 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 in back of 5907 North Magnolia Avenue.

1253 West Winnemac 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 in back of 1253 West Winnemac Avenue.

**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, October 7, 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 firefighters 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 38793 through
38807 of this Journal.]

(Continued on page 38808)

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
CLARISSA	POLICE OFFICER	SEVENTEENTH DISTRICT	5/08/93	134.00
ALAN	POLICE OFFICER	THIRTEENTH DISTRICT	5/21/93	456.00
EDUARDO	POLICE OFFICER	TWENTIETH DISTRICT	6/05/93	1327.31
MICHELENE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/20/93	364.04
PAUL R	POLICE OFFICER	FOURTH DISTRICT	5/16/93	1245.00
DEMOTRA	POLICE OFFICER	THIRD DISTRICT	6/20/93	226.50
RICHARD	POLICE OFFICER	ELEVENTH DISTRICT	6/23/93	185.00
ROSENDO JR	POLICE OFFICER	SIXTEENTH DISTRICT	3/02/93	38.00
JERRY J	POLICE OFFICER	THIRTEENTH DISTRICT	3/20/93	6.90
LINTA S	POLICE OFFICER	SIXTEENTH DISTRICT	6/23/93	1569.00
ROBERT J	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/89	25.00
LISA M	POLICE OFFICER	FIFTH DISTRICT	5/09/93	149.00
ROBERT P	POLICE OFFICER	YOUTH DIVISION AREA FIVE	6/24/93	235.00
KATHLEEN	POLICE OFFICER	SEVENTEENTH DISTRICT	5/08/93	272.00
DERRICK D	POLICE OFFICER	THIRD DISTRICT	6/10/93	213.60
JENNIFER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/12/93	497.50
JOSEPH C	POLICE OFFICER	PARKING ENFORCEMENT UNIT	6/16/93	150.00
RICHARD M	POLICE OFFICER	UNKNOWN	6/14/93	668.25
EDWARD A	POLICE OFFICER	DETAIL UNIT	6/04/93	578.00
DAVID	POLICE OFFICER	FIFTEENTH DISTRICT	6/01/93	125.00
ULYSSES A	POLICE OFFICER	FIFTEENTH DISTRICT	5/13/93	2144.62
MAURICE	POLICE OFFICER	NARCOTICS SECTION	5/25/93	294.30
ROBERT N	POLICE OFFICER	THIRD DISTRICT	5/20/93	213.60
ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/23/93	283.24
CARL	POLICE OFFICER	NARCOTICS SECTION	6/20/93	550.00
COLETTA M	POLICE OFFICER	SEVENTEENTH DISTRICT	4/17/93	395.00
THERESE M	POLICE OFFICER	SEVENTEENTH DISTRICT	6/12/93	108.00
JOEL F.	POLICE OFFICER	RECRUIT TRAINING	12/12/92	313.50
JOEL F.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/03/93	411.00
JAMES B	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/11/93	703.00
ANTHONY M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/02/93	187.00
JOE E	POLICE OFFICER	SEVENTH DISTRICT	11/30/92	525.00
DEMERISE A	POLICE OFFICER	THIRD DISTRICT	3/09/93	161.00
JULIO J	POLICE OFFICER	ELEVENTH DISTRICT	5/26/93	161.10
SHIRLEY M	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/19/93	2456.65
DEREK	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	4/16/93	2528.50
CECILIA	POLICE OFFICER	THIRD DISTRICT	5/01/93	323.00
HAROLD	POLICE OFFICER	SEVENTH DISTRICT	6/12/93	110.50
MARY LOU	POLICE OFFICER	PARKING ENFORCEMENT UNIT	5/10/93	183.00
HERBERT	POLICE OFFICER	SIXTH DISTRICT	11/09/92	235.25
KEVIN J	POLICE OFFICER	FIFTEENTH DISTRICT	5/27/93	2072.65
PHILLIP	POLICE OFFICER	SIXTH DISTRICT	5/05/93	247.95
SANDRA	POLICE OFFICER	THIRTEENTH DISTRICT	4/17/93	34.92
TIMOTHY	POLICE OFFICER	SECOND DISTRICT	4/27/93	1917.28
GAYLE	POLICE OFFICER	TWENTIETH DISTRICT	5/08/93	175.00
WILLIAM	POLICE OFFICER	SIXTH DISTRICT	4/05/93	1016.00
KEVIN	POLICE OFFICER	SEVENTEENTH DISTRICT	3/02/93	1090.00
	POLICE OFFICER	SECOND DISTRICT	11/06/91	121.00
	POLICE OFFICER	PARKING ENFORCEMENT UNIT	1/31/93	40.89

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
BRIGGS	POLICE OFFICER	SIXTH DISTRICT	5/28/93	594.35
BRINKMAN	POLICE OFFICER	ENFORCEMENT SECTION	8/15/88	55.00
BROWN	POLICE OFFICER	ENFORCEMENT SECTION	5/26/93	634.50
BROWNFIELD	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	11/07/92	66.00
BRYANT	POLICE OFFICER	THIRD DISTRICT	5/25/93	331.00
BUCKLEY	POLICE OFFICER	FOURTH DISTRICT	5/08/93	275.66
BULAVA	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	7/14/92	550.00
BURNS	POLICE OFFICER	ELEVENTH DISTRICT	10/07/92	185.25
CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	4/19/93	139.00
CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	3/26/93	230.00
CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	4/04/93	190.00
CAMPBELL	POLICE OFFICER	NINTH DISTRICT	5/20/93	569.50
CAMPIONE	POLICE OFFICER	YOUTH DIVISION AREA THREE	3/29/92	36.00
CANDELARIO	POLICE OFFICER	TWELFTH DISTRICT	4/19/93	286.50
CAPERS	POLICE OFFICER	FOURTH DISTRICT	3/04/93	103.00
CARDELLA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/24/93	27.00
CAREY	POLICE OFFICER	RECRUIT TRAINING	5/09/93	203.50
CARRIGINE	POLICE OFFICER	TWENTIETH DISTRICT	5/23/93	315.00
CARROLL	POLICE OFFICER	SIXTH DISTRICT	5/09/93	877.55
CARTER	POLICE OFFICER	UNKNOWN	1/26/66	135.00
CASELLO	POLICE OFFICER	SIXTH DISTRICT	1/28/93	167.00
CASTANEDA	POLICE OFFICER	FIRST DISTRICT	5/18/93	1494.50
CASTILLO	POLICE OFFICER	ELEVENTH DISTRICT	4/08/93	80.00
CASTRO-SHEERAN	POLICE OFFICER	NINETEENTH DISTRICT	8/14/92	495.00
CATO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/21/93	235.00
CAULFIELD	POLICE OFFICER	ELEVENTH DISTRICT	5/10/93	223.00
CAVIN	POLICE OFFICER	FIFTH DISTRICT	5/11/93	264.00
CEJA	POLICE OFFICER	PARKING ENFORCEMENT UNIT	5/10/93	195.33
CELANO	POLICE OFFICER	FOURTH DISTRICT	4/22/93	2361.40
CELLA	POLICE OFFICER	NINTH DISTRICT	6/24/89	155.00
CESARIO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/25/93	93.00
CHAFMAN	POLICE OFFICER	SIXTEENTH DISTRICT	4/28/93	436.00
CHEBNY	POLICE OFFICER	NINETEENTH DISTRICT	4/26/93	150.00
CHERRY	POLICE OFFICER	SIXTH DISTRICT	5/13/93	659.35
CIECHON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/28/93	252.90
CLIFFORD	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/20/93	1067.00
COADY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/07/93	570.00
COLLIER III	POLICE OFFICER	EIGHTEENTH DISTRICT	9/23/92	435.00
COLVIN	POLICE OFFICER	EIGHTEENTH DISTRICT	5/02/93	445.30
COMITO	POLICE OFFICER	EIGHTEENTH DISTRICT	5/27/93	145.00
CONLEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/17/93	259.75
CONSOLINO	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/01/93	380.00
COTTER	POLICE OFFICER	NINETEENTH DISTRICT	5/15/93	2050.90
COTTON	POLICE OFFICER	THIRTEENTH DISTRICT	1/19/93	318.00
COULTER	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/29/93	727.35
CRADICK	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/01/93	621.50
CRAIG	POLICE OFFICER	THIRD DISTRICT	1/17/92	491.30
	POLICE OFFICER	THIRTEENTH DISTRICT	5/25/93	597.00
	POLICE OFFICER	SECOND DISTRICT	5/26/93	4114.55

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
CROSS	POLICE OFFICER	SEVENTH DISTRICT	7/31/92	218.00
CURETON	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/21/93	940.50
CURETON	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	11/21/83	200.00
DAILING	POLICE OFFICER	THIRTEENTH DISTRICT	5/29/93	1000.00
DALY	POLICE OFFICER	SEVENTH DISTRICT	10/31/92	380.50
DANTES	POLICE OFFICER	SIXTEENTH DISTRICT	5/18/93	194.00
DAVIS	POLICE OFFICER	SEVENTH DISTRICT	4/17/93	145.00
DAY	POLICE OFFICER	FOURTH DISTRICT	7/01/92	2777.00
DEMITRO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/23/93	329.00
DEYOUNG	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/18/92	130.00
DINKEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/28/92	55.00
DIXON	POLICE OFFICER	FOURTH DISTRICT	6/11/92	208.00
DIXON	POLICE OFFICER	FOURTH DISTRICT	3/23/93	446.50
DIXON	POLICE OFFICER	ELEVENTH DISTRICT	5/10/93	525.25
DOLAN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/93	25.00
DONES	POLICE OFFICER	UNKNOWN	7/14/88	45506.62
DONOVAN	POLICE OFFICER	EIGHTEENTH DISTRICT	5/05/93	133.90
DORSEY	POLICE OFFICER	NINTH DISTRICT	5/23/93	628.00
DUNNE	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/24/93	200.05
DUNNE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/82	35.00
DZIAK	POLICE OFFICER	ELEVENTH DISTRICT	5/13/93	145.00
EAKELS	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/10/93	17.00
EBERHARDT	POLICE OFFICER	TWELFTH DISTRICT	5/08/93	1256.25
EICHLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/27/92	14.00
ENG	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/08/93	634.00
ERNST	POLICE OFFICER	THIRTEENTH DISTRICT	2/17/90	132.00
FAULKNER	POLICE OFFICER	EIGHTH DISTRICT	2/08/93	53.00
FEDDOR	POLICE OFFICER	SIXTEENTH DISTRICT	3/07/93	354.00
FENNER	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	5/08/93	483.25
FERET	POLICE OFFICER	SEVENTH DISTRICT	4/26/93	637.50
FERNANDEZ	POLICE OFFICER	FIFTH DISTRICT	5/26/93	591.00
FERNANDEZ	POLICE OFFICER	TENTH DISTRICT	12/01/92	90.00
FINNEGAN	POLICE OFFICER	FIFTEENTH DISTRICT	5/09/93	146.79
FLAHERTY	POLICE OFFICER	EIGHTEENTH DISTRICT	5/26/93	553.75
FLANAGAN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/04/92	55.00
FLORES	POLICE OFFICER	THIRTEENTH DISTRICT	5/15/93	185.00
FLYNN	POLICE OFFICER	THIRTEENTH DISTRICT	5/09/93	195.00
FOGARTY	POLICE OFFICER	ELEVENTH DISTRICT	3/19/91	200.00
FOLLMER	POLICE OFFICER	TWENTIETH DISTRICT	5/26/93	450.06
FRACTION	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	10/09/92	86.00
FRALE	POLICE OFFICER	TWENTIETH DISTRICT	5/23/93	456.00
FRANKLIN	POLICE OFFICER	FOURTH DISTRICT	5/10/93	202.66
FREDERICK	POLICE OFFICER	FIRST DISTRICT	4/23/93	1339.00
FULTON	POLICE OFFICER	SIXTH DISTRICT	5/06/93	759.60
FUNDAREK	POLICE OFFICER	NINTH DISTRICT	3/25/93	10.00
FUNDAREK	POLICE OFFICER	NINTH DISTRICT	5/01/93	1221.00
GALL	POLICE OFFICER	THIRTEENTH DISTRICT	5/13/93	260.00
GARCIA	POLICE OFFICER	RECRUIT TRAINING	5/11/90	30.00
GARCIA	POLICE OFFICER	EIGHTEENTH DISTRICT	4/12/93	1159.00

CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/07/93
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GARRITY	POLICE OFFICER	EIGHTEENTH DISTRICT	5/24/93	557.50
GARTH	POLICE OFFICER	SANITATION UNIT	7/18/92	313.90
GIANNONI	POLICE OFFICER	TWENTIETH DISTRICT	5/03/93	366.00
GIUDICE	POLICE OFFICER	TENTH DISTRICT	12/23/92	775.75
GOMEZ	POLICE OFFICER	THIRTEENTH DISTRICT	5/07/93	237.00
GONZALEZ	POLICE OFFICER	RECRUIT TRAINING	5/28/93	204.00
GORDON-GOLDON	POLICE OFFICER	UNKNOWN	6/17/92	472.00
ROSA	POLICE OFFICER	THIRD DISTRICT	5/08/93	1312.35
GOSA	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	2/11/93	965.00
GRAF	POLICE OFFICER	DETECTIVE DIV AREA 1 VICULENT C	1/08/93	2058.76
GRAZIANO	POLICE OFFICER	EIGHTEENTH DISTRICT	10/01/92	210.00
GRECO	POLICE OFFICER	FOURTEENTH DISTRICT	5/02/93	278.60
GREEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/02/92	723.00
GUERRA	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/19/93	565.50
GUTIERREZ	POLICE OFFICER	MOUNTED UNIT	5/02/93	52.00
GUTIERREZ	POLICE OFFICER	FOURTEENTH DISTRICT	5/29/93	353.90
HAMILL	POLICE OFFICER	TRAINING DIVISION	4/05/93	689.00
HAMILTON	POLICE OFFICER	THIRTEENTH DISTRICT	5/04/93	1039.00
HANLEY	POLICE OFFICER	THIRTEENTH DISTRICT	5/31/93	417.00
HANLEY	POLICE OFFICER	FOURTH DISTRICT	5/27/93	210.00
HANSEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/06/92	210.00
HANSON	POLICE OFFICER	EIGHTEENTH DISTRICT	5/14/93	2627.00
HARNEY	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/26/93	523.40
HARRIS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/25/92	797.40
HARRISON	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/31/93	145.00
HAUGH	POLICE OFFICER	EIGHTH DISTRICT	11/02/92	293.60
HAWKINS	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/23/93	254.00
HEAGNEY	POLICE OFFICER	BOMB AND ARSON SECTION	5/12/93	117.50
HEIMANN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/23/92	40.00
HENDERSON	POLICE OFFICER	SIXTH DISTRICT	12/18/92	85.00
HENEGHAN	POLICE OFFICER	SIXTH DISTRICT	5/23/93	125.00
HENKELS	POLICE OFFICER	TENTH DISTRICT	5/21/93	100.00
HENRY	POLICE OFFICER	SEVENTEENTH DISTRICT	4/21/93	125.00
HENRY-PHELPS	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	5/19/93	559.00
HERNANDEZ	POLICE OFFICER	FIFTEENTH DISTRICT	11/29/92	150.00
HERRERA	POLICE OFFICER	TWENTIETH DISTRICT	1/15/90	150.00
HOWARD	POLICE OFFICER	ELEVENTH DISTRICT	5/19/93	508.10
HOWELL	POLICE OFFICER	NARCOTICS SECTION	5/21/93	89.00
HOZZIAN	POLICE OFFICER	NINTH DISTRICT	5/29/93	872.50
HYBL	POLICE OFFICER	SIXTEENTH DISTRICT	4/30/93	241.00
INSALATO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/15/93	554.00
IVKOVICH	POLICE OFFICER	NINTH DISTRICT	1/18/93	657.00
JACKSON	POLICE OFFICER	EIGHTH DISTRICT	5/11/93	374.30
JACKSON	POLICE OFFICER	FOURTH DISTRICT	1/06/93	50.00
JACKSON	POLICE OFFICER	THIRD DISTRICT	5/25/93	322.00
JACKSON	POLICE OFFICER	THIRD DISTRICT	4/28/93	29.00
JACOBS	POLICE OFFICER	SECOND DISTRICT	5/07/93	1408.25
JANULAITIS	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	321.20
	POLICE OFFICER	FIRST DISTRICT	4/29/93	500.00

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REPORTS OF COMMITTEES

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C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
JENKINS	POLICE OFFICER	FIFTEENTH DISTRICT	9/22/92	139.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	1/26/93	340.62
JONES	POLICE OFFICER	NINTH DISTRICT	5/17/93	180.00
JONES	POLICE OFFICER	THIRD DISTRICT	2/15/93	45.00
KAHN	POLICE OFFICER	UNKNOWN	9/13/72	2364.30
KALAS	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	5/14/93	723.00
KANIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/25/93	1069.00
KAWASAKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/30/93	65.50
KEATING-THOMPSON	POLICE OFFICER	SECOND DISTRICT	5/26/93	197.90
KELENYI	POLICE OFFICER	TWENTIETH DISTRICT	4/01/93	18055.35
KELLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/05/93	513.00
KELLY	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/24/93	158.00
KLEPPETSCH	POLICE OFFICER	NINTH DISTRICT	12/22/92	4384.77
KLUSMAN	POLICE OFFICER	EIGHTH DISTRICT	5/07/93	235.00
KNICKERHM	POLICE OFFICER	FOURTEENTH DISTRICT	7/29/92	2363.00
KNUTSON	POLICE OFFICER	NINETEENTH DISTRICT	10/05/92	95.00
KOPSKY	POLICE OFFICER	FIRST DISTRICT	4/16/93	2235.50
KOSTRO	POLICE OFFICER	TWELFTH DISTRICT	5/04/93	839.10
KRISHACK	POLICE OFFICER	EIGHTH DISTRICT	3/15/93	134.00
KUERTI	POLICE OFFICER	FIRST DISTRICT	8/10/94	653.00
KUMIEGA	POLICE OFFICER	TWELFTH DISTRICT	5/01/93	195.37
LABANT	POLICE OFFICER	TWENTIETH DISTRICT	5/30/93	410.00
LAHORI-MARTINEZ	POLICE OFFICER	TWENTIETH DISTRICT	5/06/93	65.00
LANE	POLICE OFFICER	FIRST DISTRICT	3/02/93	258.50
LANGE	POLICE OFFICER	SEVENTEENTH DISTRICT	5/18/93	2023.00
LAU	POLICE OFFICER	SEVENTH DISTRICT	5/03/93	299.00
LAZZARO JR	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/18/93	532.00
LEONARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/05/93	690.00
LEWIS	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/23/92	47.00
LINCOLN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/19/92	895.00
LIUTKUS	POLICE OFFICER	SECOND DISTRICT	10/20/90	197.00
LOHMAN	POLICE OFFICER	ELEVENTH DISTRICT	5/19/93	600.00
LOFEZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/24/93	3147.90
LOWE	POLICE OFFICER	TENTH DISTRICT	6/22/93	346.50
LUTZ	POLICE OFFICER	EIGHTEENTH DISTRICT	3/28/93	797.00
LYNN	POLICE OFFICER	FIFTH DISTRICT	5/11/93	80.00
MAIDA	POLICE OFFICER	EIGHTH DISTRICT	7/08/91	947.00
MAJERCZYK	POLICE OFFICER	NINTH DISTRICT	10/28/92	174.25
MANELLA	POLICE OFFICER	EIGHTH DISTRICT	10/09/92	341.00
MAFFA	POLICE OFFICER	ELEVENTH DISTRICT	5/20/93	210.00
MARONEY-BANSLEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/29/92	389.50
MARSALA	POLICE OFFICER	FIFTH DISTRICT	4/24/93	493.00
MARTYKA	POLICE OFFICER	FOURTEENTH DISTRICT	3/25/93	65.00
MASSEY	POLICE OFFICER	FOURTEENTH DISTRICT	4/16/93	143.50
MASSI	POLICE OFFICER	SEVENTH DISTRICT	5/08/93	243.50
MCCARTHY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/21/93	467.00
MCCARTY	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/20/92	70.00
TODD	POLICE OFFICER	FIFTEENTH DISTRICT	5/31/93	203.50

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/07/93
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANKS *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCCOLLOM JAMES T	POLICE OFFICER	ELEVENTH DISTRICT	3/04/93	66.00
MCCORKLE CHARLES A	POLICE OFFICER	EIGHTEENTH DISTRICT	4/30/93	314.00
MCCOY OTHA U	POLICE OFFICER	FIFTEENTH DISTRICT	2/28/93	137.00
MCCRATH LILLIAN M	POLICE OFFICER	NINTH DISTRICT	6/21/85	144.00
MCGUIRE ROBERT A	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	5/02/93	1872.40
MCLAUGHLIN WARREN	POLICE OFFICER	SEVENTH DISTRICT	5/10/93	631.50
MEIRANO PATRICK J	POLICE OFFICER	THIRD DISTRICT	5/23/93	1429.00
MENUZA ALEJANDRA	POLICE OFFICER	TWELFTH DISTRICT	5/10/93	831.50
MERCADO HARRY	POLICE OFFICER	FOURTEENTH DISTRICT	5/25/93	581.00
MERCADO HARRY	POLICE OFFICER	FOURTEENTH DISTRICT	5/05/93	380.00
MESIKAPF KALJU	POLICE OFFICER	FOURTEENTH DISTRICT	5/31/93	30.00
MIEDZIANOWSKI JOSEPH J	POLICE OFFICER	GAUG CRIMES ENFORCEMENT DIVISI	5/12/92	80.00
MIKUS VIRGIL	POLICE OFFICER	BOMB AND ARSON SECTION	10/13/92	100.00
MILLER EARL L	POLICE OFFICER	SEVENTH DISTRICT	8/04/89	705.00
MINOR ROBERT	POLICE OFFICER	TENTH DISTRICT	5/21/93	45.00
MIRELES ROSE MARY	POLICE OFFICER	UNKNOWN	4/07/93	612.90
MONEGAIN LAWRENCE L	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/93	375.50
MONTEDORE RONALD P	POLICE OFFICER	SIXTEENTH DISTRICT	1/20/93	401.00
MONTGOMERY EDWARD	POLICE OFFICER	SIXTH DISTRICT	4/22/93	1438.00
MOORE JR WILLIAM	POLICE OFFICER	THIRTEENTH DISTRICT	5/26/93	263.00
MOORE-BOOKER TRACY	POLICE OFFICER	FIFTEENTH DISTRICT	4/20/93	809.45
MORENO FRED	POLICE OFFICER	THIRTEENTH DISTRICT	2/11/93	24.00
MORIARTY WILLIAM G	POLICE OFFICER	FIFTEENTH DISTRICT	11/15/92	85.00
MORRISETTE JR WILLIAM J	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	4/08/93	129.15
MOSTACCHIO SANTO	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	4/07/93	258.75
MUEHLFELDER WILLIAM S	POLICE OFFICER	SEVENTEENTH DISTRICT	3/02/93	1166.00
MULNERIN JOHN T	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92	255.00
MULLINS JAMES L	POLICE OFFICER	SEVENTEENTH DISTRICT	4/07/93	389.05
MUNOZ ARTHUR	POLICE OFFICER	ELEVENTH DISTRICT	5/17/93	613.75
MURPHY PATRICK D	POLICE OFFICER	TENTH DISTRICT	1/23/86	196.00
MURRAY CECIL A	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/04/93	588.00
MUSCOLINO ROBERT J	POLICE OFFICER	THIRTEENTH DISTRICT	4/19/93	2050.25
NALLY RONALD	POLICE OFFICER	SIXTEENTH DISTRICT	10/25/92	115.00
NAVARRETTE IRWIN	POLICE OFFICER	RECRUIT TRAINING	12/25/91	6079.00
NEGRON DAVID M	POLICE OFFICER	FOURTEENTH DISTRICT	5/25/93	415.00
NELIGAN PATRICIA	POLICE OFFICER	FIRST DISTRICT	1/23/91	36.00
NELLI LAURENCE J	POLICE OFFICER	SIXTEENTH DISTRICT	6/01/92	850.00
NELSON GERALD A	POLICE OFFICER	SEVENTEENTH DISTRICT	5/12/91	68.02
NEUMANN JOHN A	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/31/93	452.25
NIEVES LUZ ANNETTE	POLICE OFFICER	SEVENTEENTH DISTRICT	8/28/92	80.00
NIKIEWICZ MITCHELL	POLICE OFFICER	ELEVENTH DISTRICT	5/12/93	172.60
NOLAN JOHN P	POLICE OFFICER	EIGHTEENTH DISTRICT	5/25/92	969.00
NYHAN THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	8/28/87	250.00
OBRIEN ROGER J	POLICE OFFICER	EIGHTEENTH DISTRICT	5/17/93	248.95
OCONNOR THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	4/16/93	190.50
ODONNELL JOHN	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	7/14/92	10823.85
ODONNELL THOMAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/27/92	342.25
ODONOHUE DANIEL	POLICE OFFICER	SEVENTEENTH DISTRICT	5/27/92	849.75
		EIGHTEENTH DISTRICT	7/08/92	235.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
CHARLES J	POLICE OFFICER	MOUNTED UNIT	4/06/93	275.15
OLIVER	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/16/93	316.00
DMALLEY-NOLAN	POLICE OFFICER	SECOND DISTRICT	4/13/93	135.00
ONEAL	POLICE OFFICER	SEVENTEENTH DISTRICT	5/23/93	539.00
ORSA	POLICE OFFICER	NINTH DISTRICT	4/21/93	566.45
OWENS	POLICE OFFICER	POLICE BOARD	4/26/93	45.00
OWENS	POLICE OFFICER	NINTH DISTRICT	11/21/92	275.25
PAKULA	POLICE OFFICER	NINETEENTH DISTRICT	5/08/93	108.00
FALELLA	POLICE OFFICER	SECOND DISTRICT	4/21/93	130.80
PARKER	POLICE OFFICER	UNKNOWN	5/15/93	220.00
PATZKE	POLICE OFFICER	ELEVENTH DISTRICT	4/21/93	145.00
FEETE	POLICE OFFICER	FOURTEENTH DISTRICT	5/13/93	136.00
PEREZ-SORIA	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/21/93	474.90
PIGOTT	POLICE OFFICER	FOURTH DISTRICT	4/06/93	423.00
PIROLI	POLICE OFFICER	TWENTIETH DISTRICT	5/22/93	397.50
PLACHNO	POLICE OFFICER	RECRUIT TRAINING	5/04/93	53.00
POCZATEK	POLICE OFFICER	FIFTH DISTRICT	3/13/93	245.40
POOLE	POLICE OFFICER	FIFTH DISTRICT	5/09/93	239.00
POOLE	POLICE OFFICER	THIRTEENTH DISTRICT	5/21/93	297.00
PORRATA	POLICE OFFICER	UNKNOWN	5/12/93	701.00
POMELL	POLICE OFFICER	PARKING ENFORCEMENT UNIT	5/04/93	891.00
POMELL	POLICE OFFICER	SEVENTH DISTRICT	5/06/93	5579.85
POMELL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/22/93	485.00
PREWOZNIK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/23/93	206.00
PRITT	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	4/20/93	81.50
PUCHALSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/02/93	173.75
PUFNAR	POLICE OFFICER	FOURTEENTH DISTRICT	4/28/92	245.00
PUHAR	POLICE OFFICER	SIXTH DISTRICT	5/02/93	451.35
QUALLS	POLICE OFFICER	TENTH DISTRICT	1/20/93	315.70
RAMUNDO	POLICE OFFICER	THIRD DISTRICT	2/14/92	350.00
READUS	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/03/93	301.70
REARDON-AUSTIN	POLICE OFFICER	FOURTEENTH DISTRICT	2/26/87	1780.00
RESTIVO	POLICE OFFICER	ELEVENTH DISTRICT	5/28/93	160.00
REYES	POLICE OFFICER	PARKING ENFORCEMENT UNIT	5/24/93	299.50
RICHARDS	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOUS	4/30/93	150.25
RICHARDSON	POLICE OFFICER	ELEVENTH DISTRICT	5/26/93	305.00
RIMKUS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/21/93	217.00
RIOS	POLICE OFFICER	RECRUIT TRAINING	5/09/93	145.00
RIVERA	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/10/93	528.00
RIZLERIS	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/04/93	52.00
RIZZO	POLICE OFFICER	NINTH DISTRICT	5/22/93	143.90
ROCHOWICZ	POLICE OFFICER	FIRST DISTRICT	11/16/92	185.25
ROCK	POLICE OFFICER	TWELFTH DISTRICT	3/17/93	23.00
RODRIGUEZ	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	6/05/91	198.00
ROHLACK	POLICE OFFICER	FOURTEENTH DISTRICT	4/10/93	70.00
ROMANO	POLICE OFFICER	EIGHTEENTH DISTRICT	11/15/92	164.00
ROSELLINI	POLICE OFFICER	TWENTIETH DISTRICT	5/27/93	149.00
ROSENBRUSCH	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/03/93	1693.10
ROSS	POLICE OFFICER	FIFTH DISTRICT	5/22/93	851.00
ROUNDIS	POLICE OFFICER			

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KUHKE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/13/92	4137.50
SAKALAS	POLICE OFFICER	FIFTH DISTRICT	4/29/93	236.00
SAMUELS	POLICE OFFICER	RECRUIT TRAINING	12/01/92	1858.00
SANCHEZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/26/93	1211.33
SANDERS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/30/93	873.00
SANDOVAL	POLICE OFFICER	SIXTH DISTRICT	4/10/93	331.00
SANTIAGO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/26/93	282.60
SCALLON	POLICE OFFICER	FIRST DISTRICT	9/14/92	45.00
SCHAEFFER	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/10/92	41.00
SCHAFFER	POLICE OFFICER	HMOUNTED UNIT	3/27/93	5843.90
SCHMITZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/19/93	145.00
SCHODTLER	POLICE OFFICER	TWENTIETH DISTRICT	2/15/92	857.00
SCHWIEGER	POLICE OFFICER	FIFTEENTH DISTRICT	4/28/93	494.50
SERAFINI	POLICE OFFICER	NINETEENTH DISTRICT	5/08/91	1548.00
SERB	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/93	577.00
SERSHEN	POLICE OFFICER	TWENTIETH DISTRICT	10/05/92	125.00
SEUFERT	POLICE OFFICER	EIGHTH DISTRICT	10/31/92	185.25
SEYTON	POLICE OFFICER	FOURTH DISTRICT	8/24/92	2394.98
SEYTON	POLICE OFFICER	FOURTH DISTRICT	4/17/93	223.00
SHALDOW	POLICE OFFICER	SEVENTH DISTRICT	5/28/93	487.50
SHEEHAN	POLICE OFFICER	FOURTH DISTRICT	4/30/93	1135.35
SHEMASH	POLICE OFFICER	NINTH DISTRICT	5/02/93	90.00
SIEDLECKI	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/19/92	7319.05
SIERRA	POLICE OFFICER	FOURTEENTH DISTRICT	5/15/93	210.00
SIFTROTT	POLICE OFFICER	EIGHTEENTH DISTRICT	4/16/93	243.16
SKULARK	POLICE OFFICER	THIRD DISTRICT	4/19/93	353.90
SLAUGHTER JR	POLICE OFFICER	SIXTH DISTRICT	3/19/93	189.00
SMITH	POLICE OFFICER	NINTH DISTRICT	5/08/93	140.00
SMITH	POLICE OFFICER	THIRD DISTRICT	5/13/93	522.00
SMITH	POLICE OFFICER	FIFTH DISTRICT	2/21/92	2126.00
SMITH	POLICE OFFICER	FIFTH DISTRICT	4/09/93	2085.00
SOLAVA	POLICE OFFICER	SEVENTH DISTRICT	3/23/93	1910.67
SOTO	POLICE OFFICER	TENTH DISTRICT	5/23/93	83.00
SOUTH	POLICE OFFICER	EIGHTEENTH DISTRICT	4/24/93	170.50
STACHULA	POLICE OFFICER	PARKING ENFORCEMENT UNIT	5/20/93	929.45
STADLER	POLICE OFFICER	FIFTEENTH DISTRICT	5/30/93	462.25
STEINLE	POLICE OFFICER	SEVENTEENTH DISTRICT	5/24/93	135.00
STOVER	POLICE OFFICER	SEVENTH DISTRICT	5/06/93	648.25
STROCCHIA	POLICE OFFICER	TENTH DISTRICT	4/01/93	230.00
STRONG	POLICE OFFICER	THIRD DISTRICT	5/26/93	348.00
SULLIVAN	POLICE OFFICER	SEVENTEENTH DISTRICT	4/28/93	124.00
SUSNIS	POLICE OFFICER	FIFTH DISTRICT	5/30/93	2873.50
SWEENEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/24/92	39.00
SWEENEY	POLICE OFFICER	FOURTH DISTRICT	4/17/93	181.00
SWIDERSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/05/92	205.00
SZCZESNY	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/23/93	80.00
SZURA	POLICE OFFICER	TENTH DISTRICT	12/12/92	442.25
TATE	POLICE OFFICER	FIFTH DISTRICT	4/09/93	2694.50
TINERELLA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/15/93	148.50

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
PATRICK C	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/08/91	111.00
AUGUSTO C	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/08/92	21.00
TRANCHITA	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	3/20/93	70.00
TULLY	POLICE OFFICER	SIXTH DISTRICT	11/09/92	275.25
TYLER	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	5/01/93	459.50
UTZ	POLICE OFFICER	ENFORCEMENT SECTION	5/14/92	21.00
VAIL	POLICE OFFICER	THIRTEENTH DISTRICT	5/06/93	263.50
VALENTIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/26/93	309.15
VALENZANO	POLICE OFFICER	SEVENTEENTH DISTRICT	5/11/93	1014.00
VALLEYFIELD	POLICE OFFICER	SEVENTH DISTRICT	3/06/93	22.00
VANNA	POLICE OFFICER	NINTH DISTRICT	5/02/93	230.00
VARELA	POLICE OFFICER	TWENTIETH DISTRICT	4/04/93	236.00
VARELA	POLICE OFFICER	FIFTEENTH DISTRICT	4/04/93	217.74
VARGAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/25/93	475.15
VASQUEZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/08/93	568.15
VELAZQUEZ	POLICE OFFICER	RECRUIT TRAINING	5/02/93	171.50
VICKS	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/23/93	663.00
VILLARREAL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/01/93	1636.00
VOLK	POLICE OFFICER	TENTH DISTRICT	5/24/93	323.50
WAITMAN	POLICE OFFICER	FIFTH DISTRICT	12/03/76	610.98
WALBERA	POLICE OFFICER	THIRTEENTH DISTRICT	1/03/92	365.00
WALKER	POLICE OFFICER	EIGHTEENTH DISTRICT	1/28/93	24.25
WARD	POLICE OFFICER	SIXTH DISTRICT	3/17/93	215.00
WARD	POLICE OFFICER	TWELFTH DISTRICT	4/16/93	10.00
WATSON	POLICE OFFICER	SIXTH DISTRICT	3/02/93	260.00
WATSON	POLICE OFFICER	ELEVENTH DISTRICT	5/10/93	137.00
WATSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/29/92	90.00
WATT	POLICE OFFICER	EIGHTH DISTRICT	5/15/93	513.50
WATTS	POLICE OFFICER	SIXTEENTH DISTRICT	3/15/93	230.83
WEAVER	POLICE OFFICER	FIRST DISTRICT	11/14/92	467.00
WEBB	POLICE OFFICER	ELEVENTH DISTRICT	5/12/93	660.70
WEISS	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	5/02/93	289.00
WENGLANDT	POLICE OFFICER	NINTH DISTRICT	3/06/93	1462.00
WENSERATT	POLICE OFFICER	THIRD DISTRICT	5/08/93	81.50
WHEELER	POLICE OFFICER	THIRD DISTRICT	4/13/93	2031.00
WHITE	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/05/93	430.00
WHITLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	4/27/93	180.00
WICKRAMASEKERA	POLICE OFFICER	TWENTIETH DISTRICT	4/01/93	2155.39
WIKSTEN	POLICE OFFICER	SIXTH DISTRICT	5/18/93	477.95
WIKTOREK	POLICE OFFICER	FOURTEENTH DISTRICT	3/28/93	342.50
WILLIAMS	POLICE OFFICER	SEVENTH DISTRICT	4/07/93	2982.40
WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	2/21/93	45.00
WILLIAMS	POLICE OFFICER	FIFTEENTH DISTRICT	4/05/93	1174.00
WILLIAMS BLACKWELL	POLICE OFFICER	SECOND DISTRICT	5/04/93	254.70
WILLIAMS JR	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/14/93	397.75
WILLIAMS-SZEFC	POLICE OFFICER	FOURTH DISTRICT	4/01/93	554.00
WILLIAMSON	POLICE OFFICER	NINTH DISTRICT	4/17/93	350.00
WIMBERLY	POLICE OFFICER	RECRUIT TRAINING	12/13/90	641.00
WIMBLEY	POLICE OFFICER	FIFTEENTH DISTRICT	11/24/92	325.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
WITCZAK	POLICE OFFICER	FOURTH DISTRICT	4/05/93	233.00
WOJCIK	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	4/24/93	1371.00
WOMACK	POLICE OFFICER	SIXTH DISTRICT	2/10/93	11289.45
WRONKIEWICZ	POLICE OFFICER	EIGHTH DISTRICT	3/02/93	3478.25
YANCEY	POLICE OFFICER	EIGHTH DISTRICT	4/14/93	189.50
ZAJAC	POLICE OFFICER	FIFTH DISTRICT	3/07/91	5431.00
ZARAGOZA	POLICE OFFICER	EIGHTEENTH DISTRICT	3/15/93	767.00
ZAWADA	POLICE OFFICER	FIFTEENTH DISTRICT	4/02/93	215.25
ZAWADA	POLICE OFFICER	FIFTEENTH DISTRICT	5/05/93	816.65
ZBIERALSKI	POLICE OFFICER	FIFTEENTH DISTRICT	10/04/92	125.00
ZBIERALSKI	POLICE OFFICER	FIRST DISTRICT	5/31/93	287.00
ZBIERALSKI	POLICE OFFICER	FIRST DISTRICT	4/26/93	189.50
ZDZIARSKI	POLICE OFFICER	SEVENTH DISTRICT	4/27/93	348.00
ZIELINSKI	POLICE OFFICER	SEVENTH DISTRICT	4/27/90	95.00
ALFER	PARAMEDIC	UNKNOWN	4/27/90	22.00
ALLETTO	FIREFIGHTER	SUPPORT SERVICES DEPUTY'S OFFI	7/20/89	212.10
ALMAZAN	FIREFIGHTER	TRUCK 48	5/24/93	187.25
AMELIANOVICH	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	5/02/93	165.00
ARAMBURU	FIREFIGHTER	UNKNOWN	5/12/93	91.00
ASCENCIO	PARAMEDIC	UNKNOWN	2/09/93	236.00
BARRIENTOS	PARAMEDIC	AMBULANCE 13	4/24/93	236.00
BAKUN	PARAMEDIC	AMBULANCE 48	5/23/93	154.50
BAKUNECHT	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	3/12/93	75.00
BAUTISTA	CAPTAIN	ENGINE COMPANY 54	6/02/93	115.00
BEAUREGARD	LIEUTENANT	DISTRICT RELIEF 5	6/29/92	1083.00
BELLOUMINI	FIREFIGHTER	ENGINE COMPANY 91	2/12/93	73045.95
BELLINI	FIREFIGHTER	ENGINE COMPANY 44	6/28/93	67.00
BERTOG	FIREFIGHTER	ENGINE COMPANY 70	5/14/93	402.00
BERTUCCI	FIREFIGHTER	UNKNOWN	9/14/91	325.91
RIVER-ESTRADA	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	3/28/93	182.00
ROWLER	FIREFIGHTER	ENGINE COMPANY 73	4/14/87	1766.00
ROWLER	FIREFIGHTER	ENGINE COMPANY 70	5/06/93	292.21
BREAUX	PARAMEDIC	AMBULANCE 47	5/06/93	242.00
BRESNAHAN	FIREFIGHTER	ENGINE COMPANY 49	5/22/93	370.00
BRESNAHAN	FIREFIGHTER	ENGINE COMPANY 49	5/01/93	421.90
BUCKLEY	CAPTAIN	ENGINE COMPANY 44	10/26/92	45.00
BURGER	FIREFIGHTER	UNKNOWN	2/11/93	2215.00
CARBOL	FIREFIGHTER	UNKNOWN	5/12/93	165.00
CARLSON	FIREFIGHTER	ENGINE COMPANY 84	4/27/93	4625.87
CARLSON	FIREFIGHTER	ENGINE COMPANY 8	5/08/93	328.30
CASTRO	FIREFIGHTER	TRUCK 17	2/12/93	5480.00
CASTRO	FIREFIGHTER	TRUCK 17	5/21/93	712.60
CLAY	FIREFIGHTER	TRUCK 39	5/15/93	549.80
CLAY	FIREFIGHTER	ENGINE COMPANY 100	5/15/93	91.00
CLOUD	LIEUTENANT	ENGINE COMPANY 60	6/14/93	110.00
CODY	FIREFIGHTER	ENGINE COMPANY 79	1/19/93	80.00
COLLINS	FIREFIGHTER	EMS DISTRICT 2 HEADQUARTERS &	4/01/93	80.00
COLON	PARAMEDIC	TRUCK 47	2/05/93	307.00
CONNELLY	FIREFIGHTER	AMBULANCE 16	4/13/92	1053.00
CONWAY-FLOOD	PARAMEDIC	AMBULANCE 15	5/04/93	381.26
CORDT	FIREFIGHTER	TRUCK 27	6/22/93	475.50
CORLEY	FIREFIGHTER	TRUCK 27	6/22/93	475.50

10/7/93

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
CORTES	FIREFIGHTER	ENGINE COMPANY 14	4/29/93	4099.76
COSTANTINI	PARAMEDIC	TRUCK 52	8/21/91	1436.00
COYNE	ENGINEER	ENGINE COMPANY 109	5/10/93	174.60
CRANE	FIREFIGHTER	TRUCK 34	5/03/93	639.00
CRAVEN	ENGINEER	REPAIR SHOP	3/14/92	665.00
CREWS	LIEUTENANT	UNKNOWN	5/12/93	187.25
CUMMINGS	FIREFIGHTER	TRUCK 13	6/21/93	408.50
CUNNINGHAM	FIREFIGHTER	ENGINE COMPANY 45	6/04/93	299.00
CURLEY	FIREFIGHTER	ENGINE COMPANY 107	5/21/93	405.25
CZERWIONKA	FIREFIGHTER	DISTRICT RELIEF 3	6/02/93	367.09
DANIELAK	LIEUTENANT	AMBULANCE 36	4/14/93	357.00
DANIELS	CAPTAIN	ENGINE COMPANY 117	5/05/93	485.65
DAWSON	FIREFIGHTER	SQUAD 3	2/16/93	45.00
DEAN-FIRREK	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	6/13/93	135.00
DECKER	PARAMEDIC	UNKNOWN	6/13/93	156.05
DEHLER	FIREFIGHTER	ENGINE COMPANY 7	3/09/90	46.00
DEMPSEY	FIREFIGHTER	ENGINE COMPANY 38	5/24/93	148.00
DI MARIA	LIEUTENANT	ENGINE COMPANY 124	6/02/93	128.00
DIANA	FIREFIGHTER	ENGINE COMPANY 122	4/04/93	65.00
DOISENBACH	LIEUTENANT	TRUCK 35	4/24/93	162.75
DOYLE	FIREFIGHTER	ENGINE COMPANY 22	4/23/93	728.20
DREHOBL	FIREFIGHTER	SQUAD 3	4/27/93	596.63
DUHART	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	5/09/93	301.00
EDWARDS	FIREFIGHTER	TRUCK 33	5/24/93	7320.07
ELLIS	PARAMEDIC	UNKNOWN	5/12/93	143.50
EVANS	PARAMEDIC	AMBULANCE 37	6/01/93	119.00
FAULKNER	FIREFIGHTER	TRUCK 41	6/23/93	337.50
FITZGERALD	CAPTAIN	ENGINE COMPANY 127	1/26/90	221.61
FITZPATRICK	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	5/23/93	154.50
FITZPATRICK	CAPTAIN	ENGINE COMPANY 83	5/15/93	175.40
FLAHERTY	FIREFIGHTER	TRUCK 39	5/30/93	135.75
FLORES	FIREFIGHTER	ENGINE COMPANY 72	4/05/93	255.00
FREDERICKS	FIREFIGHTER	TRUCK 16	6/02/93	327.63
GANT	PARAMEDIC	AMBULANCE 4	9/01/90	135.00
GARDLEY	PARAMEDIC	AMBULANCE 15	12/08/91	3035.36
GARR	CAPTAIN	TRUCK 19	2/16/93	1665.75
GAYDA	FIREFIGHTER	TRUCK 32	6/14/93	441.50
GILBRIDE	PARAMEDIC	UNKNOWN	3/25/93	2572.50
GLAD	FIREFIGHTER	TRUCK 22	4/25/93	1011.00
GLOVER	FIREFIGHTER	ENGINE COMPANY 72	12/15/91	341.00
GOEWEY	FIREFIGHTER	ENGINE COMPANY 113	6/14/93	259.50
GONYO	ENGINEER	BATTALION 10	6/07/93	1394.74
GORALKA	LIEUTENANT	TRUCK 60	4/27/90	212.40
GRAMER-HAMP	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	5/06/93	1302.50
GRASSMUCK	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	5/15/93	39.00
GRAY	FIREFIGHTER	TRUCK 11	5/19/93	392.50
GREGUS	PARAMEDIC	AMBULANCE 25	6/08/93	582.59
GUEVARA	FIREFIGHTER	ENGINE COMPANY 43	5/12/93	56.00
HAMBURG	FIREFIGHTER	ENGINE COMPANY 26	1/11/93	117.50

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/07/93
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
KENNETH HADDIN	FIREFIGHTER	TRUCK 27	10/23/92	115.00
GEORGE HARTSELL	CAPTAIN	DISTRICT RELIEF 1	3/21/85	9.00
HENRY HEIM	LIEUTENANT	TRUCK 34	2/19/93	574.00
ELTON HICKS	FIREFIGHTER	ENGINE COMPANY 129	11/05/92	274.68
MICHAEL HOOKER	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	1014.50
RAYMOND HOWARD	FIREFIGHTER	TRUCK 22	12/20/92	1261.00
IRLWEG	FIREFIGHTER	TRUCK 58	5/08/93	232.00
JOHNSON	FIREFIGHTER	ENGINE COMPANY 122	5/16/93	62.00
JOHNSON	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	4/29/93	862.50
JONES	FIREFIGHTER	ENGINE COMPANY 55	2/16/93	2848.00
JOSEPHS	FIREFIGHTER	TRUCK 40	5/10/93	228.85
KEANE	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	1/09/93	60.00
KENNEDY	PARAMEDIC	AMBULANCE 38	6/14/93	206.00
KENNEY-PEREZ	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	12/31/91	2930.00
LORI	FIREFIGHTER	UNKNOWN	6/01/93	1108.00
WILLIAM KERN	FIREFIGHTER	TRUCK 29	5/05/93	349.00
STEVE KIERYS	FIREFIGHTER	DISTRICT RELIEF 5	6/08/93	211.00
WILLIAM KING	LIEUTENANT	UNKNOWN	6/14/93	206.00
KNOTT	PARAMEDIC	UNKNOWN	6/23/93	25.00
KNOTT	PARAMEDIC	UNKNOWN	3/30/93	107.25
KOCH	PARAMEDIC	DISTRICT RELIEF 2	5/05/72	111.00
KOENIG	ENGINEER	DISTRICT RELIEF 1	2/18/93	4240.50
KOVALEVYCH	LIEUTENANT	TRUCK 48	10/30/92	1749.00
KURCAB	FIREFIGHTER	TRUCK 47	5/06/93	227.75
KUYKENDALL	FIREFIGHTER	TRUCK 25	5/06/93	872.93
LA DOUCEUR	LIEUTENANT	TRUCK 24	5/13/93	49.00
LAMB	FIREFIGHTER	ENGINE COMPANY 56	4/30/93	160.00
LAUER	FIREFIGHTER	UNKNOWN	4/17/93	164.00
LEVIN	PARAMEDIC	UNKNOWN	6/06/93	270.50
LINEHAN-CHISHOLM	FIREFIGHTER	ENGINE COMPANY 11	3/10/93	4572.55
HEATHER LROFTUS	FIREFIGHTER	ENGINE COMPANY 99	8/13/91	1000.00
THOMAS LOMAX	FIREFIGHTER	EMS DISTRICT 1 HEADQUARTERS & R	3/18/92	120.00
DON DIEGO LUKACS	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	12/07/92	209.00
HENRY LUKACS	PARAMEDIC	ENGINE COMPANY 99	6/11/93	216.60
HENRY LUKITSCH	LIEUTENANT	ENGINE COMPANY 63	1/08/93	6575.00
JOHN MAHER	FIREFIGHTER	UNKNOWN	5/18/93	331.25
THOMAS MALONE	PARAMEDIC	ENGINE COMPANY 44	12/11/92	163.00
MALONEY	PARAMEDIC	UNKNOWN	6/14/93	37.00
MARINDS	PARAMEDIC	AMBULANCE 4	3/19/93	1568.00
MARTINEZ	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	5/25/93	323.00
MAY	PARAMEDIC	AMBULANCE 17	6/12/93	329.30
MCCALLUM	FIREFIGHTER	SQUAD 5	5/19/93	2445.00
MCCOLGIN	FIREFIGHTER	ENGINE COMPANY 22	12/05/85	213.00
MCCORMACK	FIREFIGHTER	ENGINE COMPANY 60	6/14/93	252.00
MCDERMOTT	LIEUTENANT	DISTRICT RELIEF 5	5/21/93	212.35
MCDERMOTT	FIREFIGHTER	TRUCK 28	4/25/93	752.00
MCGAHAN	PARAMEDIC	AMBULANCE 35	7/02/92	455.29
MCGINLEY	FIREFIGHTER	TRUCK 22	4/09/93	339.50
MCGURY	FIREFIGHTER	UNKNOWN	6/21/93	1561.00

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCINNIS	PARAMEDIC	UNKNOWN	1/05/93	83.25
MCKAY	FIREFIGHTER	TRUCK 40	2/19/90	1775.00
MCLAUGHLIN	LIEUTENANT	TRUCK 13	3/17/93	33.00
MCLAUGHLIN	LIEUTENANT	TRUCK 13	4/23/93	885.00
MCMANUS	LIEUTENANT	OFFICE OF THE FIRE COMMISSIONE	1/28/86	345.00
MCNABB	FIREFIGHTER	TRUCK 17	2/12/93	208.00
MCSWEENEY	PARAMEDIC	AMBULANCE 9	1/28/93	36.00
MEDINA	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	6/17/93	382.00
METROPULOS	LIEUTENANT	ENGINE COMPANY 113	9/23/92	150.00
MEYER	FIREFIGHTER	TRUCK 17	4/12/93	943.98
MICHALEK	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	6/16/93	324.55
MILLER	ENGINEER	ENGINE COMPANY 56	6/02/93	83.00
MORIARTY	FIREFIGHTER	REPAIR SHOP	9/11/92	160.00
MORRIS	PARAMEDIC	AMBULANCE 38	2/19/93	27.00
MORRIS	FIREFIGHTER	ENGINE COMPANY 14	5/19/93	989.10
MUHAMMAD	PARAMEDIC	AMBULANCE 45	5/08/92	124.00
MULROE	PARAMEDIC	AMBULANCE 45	5/17/93	74.00
MURPHY	PARAMEDIC	AMBULANCE 38	4/13/93	158.70
MURPHY	FIREFIGHTER	BATTALION 16	4/29/91	90.00
MURRAY	ENGINEER	AMBULANCE 14	9/29/92	231.25
MURRAY	PARAMEDIC	UNKNOWN	5/20/93	220.50
MUSCIA	FIREFIGHTER	SQUAD 4	8/15/92	101.00
MUSCIA	FIREFIGHTER	SQUAD 4	6/01/93	262.65
MUSIL	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	4/22/93	31.00
NELSON	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	4/28/93	191.30
NOLAN	FIREFIGHTER	ENGINE COMPANY 56	4/25/93	323.00
NOWACKI	PARAMEDIC	AMBULANCE 11	3/15/93	1257.65
OCALLAGHAN	FIREFIGHTER	ENGINE COMPANY 11	4/29/90	280.00
ONEILL	CAPTAIN	TRUCK 40	12/19/92	7502.40
OROZCO	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	3/16/93	119.00
OSWALD	FIREFIGHTER	ENGINE COMPANY 116	4/13/93	2109.00
OTOOLE	FIREFIGHTER	SQUAD 1	5/21/93	1843.75
OWCARZ	FIREFIGHTER	ENGINE COMPANY 77	9/20/79	164.00
OWENS	FIREFIGHTER	ENGINE COMPANY 60	3/21/93	1826.50
FAGAN	FIREFIGHTER	SNORKEL SQUAD 2	5/24/93	75.00
PAKUCKO-WHITE	PARAMEDIC	AMBULANCE 10	5/08/93	168.78
PALOMO	PARAMEDIC	UNKNOWN	4/12/93	236.50
PANEK-KRAVITZ	PARAMEDIC	UNKNOWN	3/22/93	110.00
PARRA	FIREFIGHTER	ENGINE COMPANY 77	1/26/93	134.00
PEEBLES	FIREFIGHTER	ENGINE COMPANY 1/42	4/08/93	175.00
FELAK	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	4/05/93	499.90
PELAK	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	6/28/93	933.00
PHALIN	PARAMEDIC	AMBULANCE 42	6/08/93	401.25
POLAND	LIEUTENANT	ENGINE COMPANY 84	4/22/93	314.00
POSS	LIEUTENANT	DISTRICT RELIEF 3	4/03/93	329.57
PRZISLICKI	FIREFIGHTER	ENGINE COMPANY 8	6/29/93	517.30
FUGH	FIREFIGHTER	TRUCK 58	1/14/92	83.39
PULINS	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	4/09/93	88.00
RABIELA	CAPTAIN	DISTRICT RELIEF 1	4/24/93	299.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ROBERT RAJCA	CAPTAIN	UNKNOWN	1/01/93	6768.25
ERNEST RAY	FIREFIGHTER	TRUCK 32	6/28/93	120.00
DWAYNE REDMOND	PARAMEDIC	UNKNOWN	5/06/93	243.25
REILLY EDWARD	FIREFIGHTER	TRUCK 8	1/30/80	80.00
JOYCE ROBINSON	PARAMEDIC	AMBULANCE 15	6/10/93	347.00
WARREN ROBINSON	FIREFIGHTER	SQUAD 1	3/29/93	27.50
JOSE RODRIGUEZ	PARAMEDIC	AMBULANCE 22	5/12/93	178.27
MICHAEL ROMANCIK	LIEUTENANT	ENGINE COMPANY 89	5/13/93	408.83
VIRGINIA ROMAN	FIREFIGHTER	TRUCK 62	5/22/93	309.84
EDWARD RUDER	FIREFIGHTER	ENGINE COMPANY 123	5/21/93	838.50
MARK RUMAS	FIREFIGHTER	TRUCK 7	5/11/93	156.00
KENNETH RUTKA	FIREFIGHTER	UNKNOWN	7/25/89	1089.00
JOHN RYAN	FIREFIGHTER	ENGINE COMPANY 43	4/15/93	190.00
SABARI SARHAGE	FIREFIGHTER	EMS DISTRICT 3 HEADQUARTERS & R	4/25/93	124.00
SCANNELL JOHN	FIREFIGHTER	TRUCK 37	11/29/92	332.00
SCHULZ STEVEN	PARAMEDIC	ENGINE COMPANY 100	11/03/92	50.00
SCHWEIG THOMAS	FIREFIGHTER	AMBULANCE 32	6/10/93	857.75
SCOTT THOMAS	FIREFIGHTER	SQUAD 2	5/09/93	431.10
SEBAUER THOMAS	PARAMEDIC	ENGINE COMPANY 126	5/12/93	622.96
SENDERAK THOMAS	FIREFIGHTER	AMBULANCE 26	4/05/93	11840.02
SHIVES MICHAEL	FIREFIGHTER	SQUAD 2	5/15/93	389.00
SHUKSTOR LOUIS	PARAMEDIC	AMBULANCE 42	6/08/93	482.25
SKINNER JAMES	FIREFIGHTER	ENGINE COMPANY 126	9/18/83	48.00
SKORACZEWSKI-L. LOUGHNEY MAUREEN E	FIREFIGHTER	TRUCK 38	6/12/93	283.00
SKRLAC GEORGE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	4/16/93	730.57
SLOAN BERNARD	FIREFIGHTER	AMBULANCE 20	4/17/93	345.00
STAEHLE PAUL C	FIREFIGHTER	ENGINE COMPANY 123	5/21/93	239.60
STEELE TERENCE	PARAMEDIC	UNKNOWN	2/27/93	56.00
STEINER WILLIAM	FIREFIGHTER	UNKNOWN	6/14/93	58.00
STRICKLER BERNARD	PARAMEDIC	ENGINE COMPANY 74	6/06/92	466.46
STRZALKA CHRISTOPHER	FIREFIGHTER	EMS DISTRICT 3 HEADQUARTERS & R	8/30/92	10.25
SULLIVAN JAMES	PARAMEDIC	SQUAD 1	4/10/90	40.00
SUMNERVILLE JOSEPH	FIREFIGHTER	EMS DISTRICT 4 HEADQUARTERS &	3/15/93	122.00
TAGLER JOHN	PARAMEDIC	AMBULANCE 47	4/15/90	208.82
TEMPLE RICHARD	FIREFIGHTER	ENGINE COMPANY 56	6/02/93	32.00
THOMAS ANTHONY	FIREFIGHTER	TRUCK 60	6/06/93	1635.00
TOKARZ DALE	LIEUTENANT	ENGINE COMPANY 92	2/22/93	4309.52
TORRISE DANIEL	PARAMEDIC	SQUAD 5	8/18/92	2325.00
TOWNSEND JAWAYNE	FIREFIGHTER	EMS DISTRICT 4 HEADQUARTERS &	5/09/93	199.20
TRACY JIMMIE	FIREFIGHTER	SQUAD 1	4/14/93	342.55
TRIBBLE MICHAEL	PARAMEDIC	ENGINE COMPANY 7	5/11/93	427.75
TROTT KELLY	FIREFIGHTER	UNKNOWN	6/02/93	396.50
ULREICH MICHAEL	FIREFIGHTER	ENGINE COMPANY 75	3/26/93	25.00
VAIL RICHARD	PARAMEDIC	ENGINE COMPANY 11	3/10/93	206.00
VAMARKEL MICHAEL	FIREFIGHTER	EMS DISTRICT 2 HEADQUARTERS &	4/30/93	371.00
WAIBEL PATRICK	FIREFIGHTER	TRUCK 17	5/02/93	677.00
WALKER ERNEST	FIREFIGHTER	ENGINE COMPANY 23	1/06/92	35.50
		TRUCK 33	9/09/90	60.00
			11/03/80	70.00

CITY OF WASHINGTON

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
WALSH	FIREFIGHTER	ENGINE COMPANY 124	5/04/93	323.06
WALTERS	FIREFIGHTER	TRUCK 48	3/22/93	80.00
WASHINGTON	FIREFIGHTER	SNORKEL SQUAD 3	10/21/92	687.00
WATERS	FIREFIGHTER	TRUCK 15	5/15/93	268.00
WERNICK	LIEUTENANT	ENGINE COMPANY 123	5/21/93	342.60
WHITE	FIREFIGHTER	ENGINE COMPANY 113	5/08/93	271.00
WILFERT	PARAMEDIC	AMBULANCE 33	5/24/93	60.00
WILLIAMS	FIREFIGHTER	UNKNOWN	12/23/89	85.00
WILLIAMS	FIREFIGHTER	TRUCK 24	10/12/92	123.00
WILLIAMS	FIREFIGHTER	TRUCK 24	5/16/93	368.95
WILLIAMS	LIEUTENANT	UNKNOWN	4/23/92	271.88
WILSON	FIREFIGHTER	TRUCK 24	12/01/92	1794.00
WORLAW	FIREFIGHTER	UNKNOWN	5/21/93	228.00
WOZNIAK	FIREFIGHTER	TRUCK 36	12/04/92	62.00
WRATSKHO	CAPTAIN	ENGINE COMPANY 16	2/23/92	114.98
YOUNG	FIREFIGHTER	ENGINE COMPANY 102	5/14/92	3105.00
ZANGE	PARAMEDIC	AMBULANCE 46	10/23/92	1331.50
ZIEN	PARAMEDIC	AMBULANCE 20	8/20/87	87.20

(Continued from page 38792)

; 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 38809 through
38811 of this Journal.]

**AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.**

The Committee on Finance submitted the following report:

(Continued on page 38812)

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/07/93
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ALBERTI	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/92	2287.00
ALLEN-THOMPSON	POLICE OFFICER	TWELFTH DISTRICT	11/05/91	75.00
ALVAREZ	POLICE OFFICER	SIXTEENTH DISTRICT	11/10/91	156.00
ARBATAITIS	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	6/09/93	722.00
ARCHER	POLICE OFFICER	SEVENTEENTH DISTRICT	1/25/93	3367.00
BAEZ	POLICE OFFICER	FOURTH DISTRICT	2/09/93	67.00
BANASZKIEWICZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/93	900.80
BRADLEY	POLICE OFFICER	DETAIL UNIT	4/25/93	270.00
BRENNAN	POLICE OFFICER	FIRST DISTRICT	7/28/90	12724.50
BRODERDORF	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/20/93	1121.80
BROWN	POLICE OFFICER	FIFTEENTH DISTRICT	10/24/92	2047.00
BURNS	POLICE OFFICER	ELEVENTH DISTRICT	2/16/93	5061.49
CANTORE	POLICE OFFICER	SEVENTEENTH DISTRICT	6/29/93	670.00
CARTER	POLICE OFFICER	RECRUIT TRAINING	5/12/93	561.00
CHAFLIN	POLICE OFFICER	UNKNOWN	5/08/93	100.00
CHAFFEL	POLICE OFFICER	THIRD DISTRICT	1/29/93	412.00
CLARK	POLICE OFFICER	FIFTEENTH DISTRICT	5/18/93	675.22
CLARK	POLICE OFFICER	SIXTH DISTRICT	5/19/93	601.50
CLARK	POLICE OFFICER	TWELFTH DISTRICT	12/17/92	31.00
COLEMAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/13/93	945.00
CONCKUS	POLICE OFFICER	EIGHTH DISTRICT	5/07/93	9218.26
CONLEY	POLICE OFFICER	FOURTEENTH DISTRICT	4/08/93	962.10
DAHL	POLICE OFFICER	FIRST DISTRICT	5/02/93	2606.20
DEFRANCE	POLICE OFFICER	NINETEENTH DISTRICT	2/23/93	23.00
DELVALLE	POLICE OFFICER	FOURTEENTH DISTRICT	5/16/93	357.00
DEVITO	POLICE OFFICER	FIRST DISTRICT	4/08/93	741.00
DOWNEY	POLICE OFFICER	THIRD DISTRICT	5/23/93	4135.50
EILAND	POLICE OFFICER	NINTH DISTRICT	5/19/93	1050.75
FINNIGAN	POLICE OFFICER	NINTH DISTRICT	5/19/93	2099.75
FORD	POLICE OFFICER	SEVENTH DISTRICT	3/20/93	48.00
GAGE	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	4/28/93	2993.69
GATES	POLICE OFFICER	GOVERNMENT SECURITY DETAIL	5/01/93	259.15
GAMBALVO	POLICE OFFICER	FIFTEENTH DISTRICT	2/26/93	53.00
GIERUT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/07/92	2668.24
GOODE	POLICE OFFICER	EIGHTH DISTRICT	4/26/93	3118.20
GRAZIANO	POLICE OFFICER	GOVERNMENT SECURITY DETAIL	5/01/93	189.25
GREGO	POLICE OFFICER	PARKING ENFORCEMENT UNIT	5/19/93	272.00
GROTTA	POLICE OFFICER	FOURTEENTH DISTRICT	5/26/93	534.00
HARRIS	POLICE OFFICER	FOURTH DISTRICT	5/27/93	3140.50
HERNANDEZ	POLICE OFFICER	OHARE LAW ENFORCEMENT	1/21/92	80.00
HERRERA	POLICE OFFICER	ELEVENTH DISTRICT	11/27/92	270.00
HEYN	POLICE OFFICER	THIRTEENTH DISTRICT	5/13/93	286.00
HOLEC	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	8/14/92	975.00
HUFF	POLICE OFFICER	SEVENTEENTH DISTRICT	3/04/92	1050.00
HYCNER	POLICE OFFICER	TWELFTH DISTRICT	5/17/93	127.40
JENKINS	POLICE OFFICER	NINTH DISTRICT	5/23/93	345.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	12/10/91	922.00
JOHNSON	POLICE OFFICER	FIFTEENTH DISTRICT	6/08/92	258.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	5/30/93	424.03

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
JONES	POLICE OFFICER	SEVENTH DISTRICT	5/26/93	1043.50
KANE	POLICE OFFICER	THIRTEENTH DISTRICT	10/17/92	94.50
KELLY	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/12/93	1781.00
KNOX	POLICE OFFICER	SIXTH DISTRICT	5/19/93	143.00
KNOX	POLICE OFFICER	FIFTH DISTRICT	5/22/93	3085.00
KOLOVITZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	5517.53
KRUGER	POLICE OFFICER	FIFTEENTH DISTRICT	2/09/92	80.00
LADOW	POLICE OFFICER	TWENTIETH DISTRICT	5/22/93	729.50
LANG	POLICE OFFICER	SIXTEENTH DISTRICT	8/29/92	473.00
LAWSON	POLICE OFFICER	SEVENTH DISTRICT	3/26/93	220.00
LEWELLEN	POLICE OFFICER	NINTH DISTRICT	2/06/92	125.00
LINNANE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/17/93	592.00
LYNCH	POLICE OFFICER	THIRTEENTH DISTRICT	10/15/92	751.00
LYZA	POLICE OFFICER	FOURTH DISTRICT	2/26/93	25.00
MANNING	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/01/92	3115.00
MCCURRY	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/27/93	1034.00
MCMURRAY	POLICE OFFICER	TENTH DISTRICT	2/28/93	1890.00
MERCADO	POLICE OFFICER	TWELFTH DISTRICT	5/24/93	436.00
MITZNER	POLICE OFFICER	EIGHTEENTH DISTRICT	4/13/93	2830.16
MONACO	POLICE OFFICER	NINTH DISTRICT	5/01/93	1724.50
MULLANE	POLICE OFFICER	SIXTEENTH DISTRICT	4/25/93	423.00
NASH	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/02/92	2011.00
NIELSON	POLICE OFFICER	SEVENTH DISTRICT	4/28/93	545.25
OBERG	POLICE OFFICER	FIFTH DISTRICT	4/09/93	636.00
OCONNOR	POLICE OFFICER	SIXTEENTH DISTRICT	5/01/93	259.00
ONEAL	POLICE OFFICER	THIRD DISTRICT	5/23/93	190.00
ONTIVEROS	POLICE OFFICER	NINTH DISTRICT	5/01/93	2726.00
PANICO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/17/91	1265.50
PATERNO	POLICE OFFICER	RECRUIT TRAINING	9/03/92	979.00
PEOPLES-MILLER	POLICE OFFICER	FIRST DISTRICT	4/07/93	3633.16
PERNITSKY	POLICE OFFICER	THIRD DISTRICT	3/14/93	3137.00
PIETROWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/31/93	103.00
POWELL	POLICE OFFICER	NINETEENTH DISTRICT	4/17/93	81.50
RIVERS	POLICE OFFICER	SEVENTEENTH DISTRICT	5/25/93	2658.00
ROMANO	POLICE OFFICER	THIRD DISTRICT	1/15/93	398.50
SADLER	POLICE OFFICER	SIXTEENTH DISTRICT	5/01/93	255.25
SCHNEIDER	POLICE OFFICER	NINTH DISTRICT	2/03/93	3389.30
SEMMLER	POLICE OFFICER	SIXTEENTH DISTRICT	2/11/93	1240.00
SNYDER	POLICE OFFICER	FIFTEENTH DISTRICT	5/18/93	370.11
STANLEY	POLICE OFFICER	TWENTIETH DISTRICT	7/10/92	864.00
STOPPA	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	3/24/93	29.00
STORTO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/18/93	429.00
SUDDIE	POLICE OFFICER	FIRST DISTRICT	4/27/93	409.00
SWAIN	POLICE OFFICER	DETACHED SERVICES-MISCELLANEDU	1/06/93	229.70
TAYLOR	POLICE OFFICER	THIRD DISTRICT	11/11/91	522.75
TAYLOR	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/27/93	1581.00
TOMASZEWSKI	POLICE OFFICER	SEVENTH DISTRICT	5/26/93	2003.30
TOFOLSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	5/25/93	3507.00
		FIRST DISTRICT	12/18/92	275.00

C I T Y C O U N C I L O R D E R S

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/07/93

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TORRES	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/19/93	102.00
TRAPP	POLICE OFFICER	SEVENTEENTH DISTRICT	3/11/93	406.50
URBANIAK	POLICE OFFICER	TWELFTH DISTRICT	10/18/92	279.00
VALADEZ	POLICE OFFICER	PARKING ENFORCEMENT UNIT	4/19/93	975.00
WALTEMATH-CHALUFA	MARYANN F	EIGHTH DISTRICT	2/08/93	656.75
WANUCHA	LAWRENCE	ELEVENTH DISTRICT	5/10/93	95.00
WARD	MICHAEL	SIXTH DISTRICT	4/20/93	145.00
WASIK-GOMOLSKI	CHRISTINE A	TWENTY-FIRST DISTRICT	3/01/92	126.00
WEATHERS	GEORGE W	SEVENTEENTH DISTRICT	5/16/93	549.00
WEIR	GEORGE W	FOURTH DISTRICT	3/22/93	637.84
WILLIAMS	DAVID B	TWENTY-FIRST DISTRICT	5/28/93	4930.55
WILLIAMS	TERRY V	SEVENTH DISTRICT	4/28/93	650.90
WISNIEWSKI	GARY	ELEVENTH DISTRICT	5/10/93	193.60
YATES	ROBERT	FIFTEENTH DISTRICT	5/16/93	907.94
DORSCH	RICHARD J	UNKNOWN	5/13/93	616.00
IMYER	JOHN	TRUCK 33	9/09/92	23172.00
ELLIS	DANIEL	UNKNOWN	6/17/93	676.53
EVANS	HOLMAN	AMBULANCE 37	10/13/92	75.00
HARRIS	DENNIS	TRUCK 15	1/31/89	155.00
HUDSON	CURTIS	EMS DISTRICT 5 HEADQUARTERS & R	1/14/93	3807.00
JUREK	RICHARD	UNKNOWN	6/01/93	192.00
KUKNYO	JAMES	ENGINE COMPANY 45	1/31/89	284.00
MANNING	JOHN	ENGINE COMPANY 123	4/28/93	393.00
MCKINNIS	MICHAEL	AMBULANCE 14	1/14/93	2328.00
PENAR	CYNTHIA	EMS DISTRICT 4 HEADQUARTERS &	5/30/93	329.00
FEDFLES	BENJAMIN	EMS DISTRICT 4 HEADQUARTERS &	5/30/93	345.00
ROSE	HENRY	AMBULANCE 26	6/27/93	1366.50
SCHMIDT	ROBERT	TRUCK 57	5/13/93	2286.75
SMAGACZ	FRANK	AMBULANCE 41	3/07/93	748.62
SOUCHUK	PETER	EMS DISTRICT 2 HEADQUARTERS &	6/01/93	623.91
WOOD	PETER	EMS DISTRICT 2 HEADQUARTERS &	5/13/93	539.00

(Continued from page 38808)

CHICAGO, October 7, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified, as follows:

Permit Refund.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

<i>Name And Address</i>	<i>Date And Location</i>	<i>Amount</i>
James P. Billiot 51 Oakhill Colony Apartment 7 Fox Lake, Illinois 60020	10/22/92	\$150.00
Neil Holladay 411 North Reed Joliet, Illinois 60435	7/23/92	149.00

Damage To Property.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

<i>Name And Address</i>	<i>Date And Location</i>	<i>Amount</i>
Thomas G. Hanley 3207 Northwest Sycamore Place Chandler, Arizona 85224	12/23/91 2451 North Francisco Avenue	\$166.50
James W. Labant 5617 North Central Avenue Chicago, Illinois 60646	4/6/91 5617 North Central Avenue	30.00
Lawrence Lenoir 3318 West Carroll Avenue Chicago, Illinois 60624	4/1/90 3318 West Carroll Avenue	320.00

Name And Address	Date And Location	Amount
Patricia Lynn Serrano 2709 South Homan Avenue Chicago, Illinois 60623	9/22/91 2709 South Homan Avenue	\$345.00
Richard Showers and Allstate Insurance Company CI 2701299229 4411 211th Street Route 30 Matteson, Illinois 60443	7/20/91 11334 South Homewood Avenue	514.00
Edward John Sroka 2231 West Augusta Boulevard Chicago, Illinois 60622	11/6/91 2231 West Augusta Boulevard	136.00
The Peoples Gas Light and Coke Co. File 90-0-21 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	11/17/89 2144 South Hoyne Avenue	255.00
The Peoples Gas Light and Coke Co. File 90-0-42 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	11/28/89 1131 West 17th Street	587.00
The Peoples Gas Light and Coke Co. File 90-0-46 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	12/6/89 1524 North Bosworth Avenue	662.00

Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
William Alexander and AMICA Mutual Insurance Co. Cl. 57241 Suite 200 2443 Warrenville Road Lisle, Illinois 60532	2/5/92 West Madison and Loomis Streets	\$ 955.00
David F. Araujo 2415 West Pershing Road Chicago, Illinois 60632	8/8/90 3249 South Oak Park Avenue	400.00
Lillie Berry 7118 South Harvard Avenue Chicago, Illinois 60621	3/21/92 7117 South Harvard Avenue	320.00
Barry Braitman and State Farm Insurance Co. Cl. 13-4352-055 55 East 63rd Street Westmont, Illinois 60559	5/21/90 Lower Wacker Drive (400 East)	511.03
Linda Brothers and Prudential Prop. and Cas. Insurance Cl. 10K03533A P. O. Box 902 Attn: Diane McGovern Fort Washington, Pennsylvania 19034	2/17/91 1044 West 51st Street	657.31
Dorothy L. Carr 646 North Sawyer Avenue Chicago, Illinois 60624	9/4/91 5937 South Ashland Avenue	375.00

Name And Address	Date And Location	Amount
John R. Chavez 1619 West 19th Street Chicago, Illinois 60608	12/28/91 1619 West 19th Street	\$1,500.00
Milton W. Crouch 4107 North Spaulding Avenue Chicago, Illinois 60618	4/26/93 4107 North Spaulding Avenue	103.51
Bettye Davis and Coronet Insurance Company 3500 West Peterson Avenue Chicago, Illinois 60659	3/26/91 West 65th and South Carpenter Street	811.00
Darrell O. Dodson 8211 South Winchester Avenue Chicago, Illinois 60620	9/17/92 West 87th Street and South Damen Avenue	900.00
Anne Eischen and State Farm Insurance Co. Cl. 13-L162-356 185 North Randall Batavia, Illinois 60510	3/12/91 1972 West Devon Avenue	380.00
Marie Ann Faulkner 23 West North Avenue Northlake, Illinois 60164	6/7/91 West Ainslie and North Paulina Streets	200.00
Antoinette Gayles 11324 South Church Street Chicago, Illinois 60643	6/8/91 North LaSalle Boulevard and West Division Street	125.00
Patrick S. Glynn and General Casualty Co. of Illinois P. O. Box 450 Freeport, Illinois 61032	1/8/93 Dan Ryan Expressway	600.00
Thomas E. Goettsche and Fireman's Fund Insurance Co. 727 Craig Road St. Louis, Missouri 63141	7/9/91 West North Avenue	712.58

Name And Address	Date And Location -	Amount
Gloria Jean Greenwood 629 North Homan Avenue Chicago, Illinois 60624	4/30/92 North Harding Avenue and West Chicago Avenue	\$ 820.00
Lillie Harris Apartment 209 3625 South Lake Park Avenue Chicago, Illinois 60653	1/23/92 3635 South Lake Park Avenue	350.00
Jose Hernandez 1926 South May Street Chicago, Illinois 60608	4/8/91 2631 West Armitage Avenue	400.00 100.00*
Jean Hodges and Allstate Insurance Co. P.O. Box 1089 Morton Grove, Illinois 60053	5/18/91 87th and South State Street	1,248.00
Glen Russell Johnson and American Family Insurance Cl. 671-13954572 Suite 600 475 North Martindale Road Schaumburg, Illinois 60173	6/17/91 1426 West Warner Avenue	1,420.00
Sandra Kendrick and Allstate Insurance Co. Cl. 2521615803GPC P.O. Box 1027 Morton Grove, Illinois 60053	3/28/92 West 63rd Street and South Pulaski Road	713.66
David J. Knox and Allstate Insurance Co. Cl. 2521435319 BJB P.O. Box 1027 Skokie, Illinois 60076	4/17/91 2400 South Damen Avenue	550.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Richard Lee and State Farm Insurance Co. Cl. 13-L051-465 Suite 510 9701 West Higgins Road Rosemont, Illinois 60018	4/4/90 West Barry Avenue and North Leclaire Avenue	\$610.85
Carol A. Lovitt and American Family Insurance Co. Cl. 561-039806-71 Suite 600 475 North Martingale Road Schaumburg, Illinois 60173	4/27/91 6100 West Addison Street	485.00
Tony Luden and Farmers Insurance 4000 Westbrook Drive P.O. Box 3097 Aurora, Illinois 60504	12/30/89 4356 West 15th Street	1,090.00 410.00*
Billy M. McBride 2030 West 53rd Place Chicago, Illinois 60609	11/17/92 10258 South Charles Street	1,253.63
Theodore W. Moeller 525 Christopher Drive North Barrington, Illinois 60010	9/1/91 930 West Weed Street	470.00
Barbara Motley and Safeco Insurance Co. Cl. 24A901940133 Suite 1100 2800 West Higgins Road Hoffman Estates, Illinois 60195	7/12/90 6655 South Hartwell Avenue	802.00
Eric J. Neild Unit 3W 538 West Brompton Avenue Chicago, Illinois 60657	8/13/91 1623 West Melrose Street	125.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Mary F. Nickson 6146 South Champlain Avenue Chicago, Illinois 60637	6/3/92 2538 West 59th Street	\$ 250.00
Arthur Nyden 7915 South Exchange Avenue Chicago, Illinois 60617	4/16/92 95th Street	217.17
Raul Parrales and Economy Fire and Casualty Co. 500 Economy Court Freeport, Illinois 61032	6/14/91 3264 West 26th Street	562.80
Dorothy Poole and American Service Insurance Co. Cl. 0040539 Suite 200 10400 West Higgins Road Rosemont, Illinois 60016	4/25/90 6138 South Dorchester Avenue	531.70
Bobby Qualls 3738 South Sacramento Avenue Chicago, Illinois 60632	2/23/92 West 43rd Street and South Marshfield Avenue	1,006.00
Frank Radke 6705 North Octavia Avenue Chicago, Illinois 60631	8/27/93 7501 West Touhy Avenue	354.68
Rodolfo Resendez and Allstate Insurance Co. Cl. 1830367593 SSA P.O. Box 1027 Skokie, Illinois 60076	12/15/91 2732 West Cermak Road	1,370.00
Sarah I. Rubel and State Farm Mutual Ins. Co. Cl. 13-1573-535 P.O. Box 5526 Rockford, Illinois 61125	7/17/91 West North Avenue and North Elston Avenue	802.00

Name And Address	Date And Location	Amount
Mary Ann Schultz Apartment 1S 2526 Jackson Boulevard Evanston, Illinois 60201	5/23/92 17 East Monroe Street	\$ 55.25
Roman Smith 1136 North Laramie Avenue Chicago, Illinois 60651	6/29/91 West Division Street and North Wallace Street	410.00
James Stolfe 101 West Ogden Avenue Westmont, Illinois 60559	5/6/91 2373 South Archer Avenue	1,100.00
Susan Termini 4514 North Richmond Street Chicago, Illinois 60625	3/11/91 4514 North Richmond Street	160.00
Ruth E. Thompson and Allstate Insurance Co. Cl. 2521496807 BTC P.O. Box 1027 Skokie, Illinois 60076	8/21/91 East 72nd Place and South Stony Island Avenue	1,365.00
Kathleen Todd and Sentry Insurance Co. Cl. 166A258090 P.O. Box 5000 Stevens Point, Wisconsin 54481	10/19/90 4619 North Kilbourn Avenue	1,500.00
Mai Cao Trung Room 602 850 West Eastwood Avenue Chicago, Illinois 60640	7/27/91 850 West Eastwood Avenue	450.00
Norbert Wilkinson Apartment 3209 5050 South Lake Shore Drive Chicago, Illinois 60615	3/1/92 East 79th and South Stony Island Avenue	75.00

10/7/93

REPORTS OF COMMITTEES

38821

Name And Address	Date And Location	Amount
Cheryl Winchester and State Farm Insurance Co. C. 13-5328-221 16060 South Oak Park Avenue Tinley Park, Illinois 60477	9/25/90 5644 South Artesian Avenue	\$702.15

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Co. File 92-0-005 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	12/17/91 950 North Noble Street	\$487.00
The Peoples Gas Light and Coke Co. File 91-0-275 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/28/91 3421 South Wallace Street -- damage to gas service from excavation	305.00
The Peoples Gas Light and Coke Co. File 91-0-311 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	10/3/91 3015 South Archer Avenue	645.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Co. File 91-0-301 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	5/21/91 2125 West 18th Place	\$305.00
The Peoples Gas Light and Coke Co. File 92-0-028 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	12/19/91 3002 South Keeley Street	428.00
The Peoples Gas Light and Coke Co. File 92-0-029 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	12/24/91 3131 South Throop Street	559.00
The Peoples Gas Light and Coke Co. File 90-0-135 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	3/12/90 1705 West 21st Street	668.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Robert Cohee and State Farm Insurance Cl. 13-L177-818RV 1045 South Desplaines Avenue Forest Park, Illinois 60130	6/4/92 North Ogden Avenue and West Grand Avenue	\$1,443.80

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Name And Address	Date And Location	Amount
Eileen Ann Von Borstel 13423 South Avenue K Chicago, Illinois 60633	10/4/91 East 134th Street and South Avenue L	\$435.00 50.00*

Damage To Property.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Walter Bernal 4124 West Nelson Street Chicago, Illinois 60641	3/22/93 4124 West Nelson Street	\$1,500.00
Michael O'Malley 6113 West Belmont Avenue Chicago, Illinois 60634	11/13/92 6113 West Belmont Avenue	750.00
The Peoples Gas Light and Coke Co. File 92-0-189 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	6/8/92 431 East 50th Street	445.00
The Peoples Gas Light and Coke Co. File 93-0-14 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	1/14/93 435 West 62nd Street	604.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Co. File 93-0-16 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	12/31/92 2439 West Homer Street	\$765.00
The Peoples Gas Light and Coke Co. File 93-0-21 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	1/15/93 2214 -- 2218 North Wayne Avenue	636.00
The Peoples Gas Light and Coke Co. File 93-0-47 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	2/20/93 7725 South Champlain Avenue	738.00

Damage To Vehicle.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Philip J. Amato 6330 North Oketo Avenue Chicago, Illinois 60631	2/18/93 2352 South Ashland Avenue	\$450.00
Keith David Bank 1340 Sprucewood Lane Deerfield, Illinois 60015	12/1/92 230 North Canal Street	250.00

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Name And Address	Date And Location	Amount
Sally Marie Chiodo 2601 North Rutherford Avenue Chicago, Illinois 60635	4/19/93 6350 West Addison Street	\$137.50
Wesley G. Gebhardt 5113 Oneida Norridge, Illinois 60656	1/14/93 West 72nd and South Racine Avenue	96.00
Sylvia Izral 224 North Street Lockport, Illinois 60441	1/8/93 Under viaduct at West 18th and South Western Avenue	150.00
Dorothy L. Jones 6952 South Vernon Avenue Chicago, Illinois 60637	12/17/92 East 69th and South Vernon Avenue	375.00
David Langslet 341 Bingham Circle Mundelein, Illinois 60060	12/14/92 West Kinzie Avenue and North Canal Street	305.62
Clara F. Zweifel 5920 North Virginia Avenue Chicago, Illinois 60659	11/05/92 South Canal Street and West 25th Place viaduct	110.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Anthony Biamonte 5946 South Rutherford Avenue Chicago, Illinois 60638	3/12/93 5946 South Rutherford Avenue	\$ 147.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Co. File 91-0-105 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	3/27/91 1419 North Mohawk Street	\$281.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ghaus G. Ansari 7800 North Kilbourn Avenue Skokie, Illinois 60076	9/4/91 North California Avenue and West Diversey Avenue	\$ 1,395.00 105.00*
Tonya L. Blanchard Apartment 2 2236 West Roscoe Street Chicago, Illinois 60618	4/11/92 During towing	80.00 100.00*
Richard C. Brost 434 Beloit Avenue Forest Park, Illinois 60130	10/03/91 During towing	1,200.00
Linda F. Carpanzano 2111 West Superior Street Chicago, Illinois 60612	5/16/92 During towing	300.00 50.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Mark A. Miles 3567 Tamarind Drive Northbrook, Illinois 60062	9/09/90 During towing	\$200.00*
Richard Triphahn 2252 North Fremont Street Chicago, Illinois 60614	12/19/90 During towing	165.00*
Derrick Emory Willis Apartment 1D 4601 North Beacon Street Chicago, Illinois 60640	6/17/91 During towing	250.00*
Carol Davis and Allstate Insurance Co. Cl. 2700986017 WLH P.O. Box 1027 Skokie, Illinois 60076	6/25/90 815 West 63rd Street	883.15
Kelly Emmons and Horace Mann Insurance Co. One Horace Mann Plaza Cl. 38191 Springfield, Illinois 62715	6/26/89 During towing	295.87
Yvonne Figueroa 18 West 232 Buckingham Lane Villa Park, Illinois 60181	12/23/89 During towing	353.00 147.00*
Judith Jensen and Allstate Insurance Co. Cl. 1839419916 P.O. Box 1027 Skokie, Illinois 60076	9/24/89 5401 South Archer Avenue	802.22
Martha Ann Kismartoni 521 South Vine Avenue Park Ridge, Illinois 60068	1/4/92 During towing	430.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Lisa Kravets 1725 Mountain Drive Deerfield, Illinois 60015	8/3/91 During towing	\$ 75.00 200.00*
Cynthia Lawrence-Calkins and State Farm Insurance Co. Cl. 06-3299-927 7230 North Caldwell Avenue Niles, Illinois 60714	1/10/91 During towing	454.00 25.00*
Mary Frances Leonard 770 Spring Road Elmhurst, Illinois 60126	10/8/91 Damage from towing (1990 Chrysler Sundance -- damage to front end scr.)	550.00
Heidi Meredith Malm Unit 2L 1212 West Chase Avenue Chicago, Illinois 60626	5/7/91 During towing	250.00
Pamela Masek and Constitutional Casualty Co. Cl. 133-905 5618 North Milwaukee Avenue Chicago, Illinois 60646	9/18/90 3416 North Damen Avenue	1,500.00
Sheila Parfenoff 1835 West Wabansia Avenue Chicago, Illinois 60622	9/5/91 North Damen Avenue and West Moffat Street	263.00
Doris Rizer and Prudential Prop. and Cas. Ins. Cl. 10J00571 P.O. Box 441 Hinsdale, Illinois 60521	12/30/89 West 120th and South Stewart Avenue	693.75

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
Robert F. Sherman 317 Darrow Avenue Evanston, Illinois 60202	2/14/92 During towing	\$165.00
Amanda Smolcic 1416 West Jarvis Avenue Chicago, Illinois 60626	8/17/90 During towing	50.00
Toni Thomas 4416 23rd Street San Francisco, California 94114	3/20/88 310 East Chicago Avenue	59.58
Charles F. Walden 330 Crandon Calumet City, Illinois 60409	10/29/90 During towing	57.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Bernice Visus and State Farm Ins. Co. Cl. 13-13-0045-2 1045 South Des Plaines Avenue Forest Park, Illinois 60130	10/2/90 4359 West 59th Street	\$235.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Andre Adler and State Farm Insurance Co. Cl. 13-5422-970 JOL 11717 South Halsted Street Chicago, Illinois 60628	1/17/92 West Addison Street and North Ravenswood Avenue	\$298.50
Harry Williams 8854 South Luella Avenue Chicago, Illinois 60617	11/30/90 9613 South Crandon Avenue	50.00*
Bernard Heffernan 5501 Primrose Avenue Lisle, Illinois 60532	2/28/92 5745 South Halsted Street	450.00
Dennis J. Mulcahy and State Farm Insurance Co. Cl. 13-5416-218 5680 South Archer Avenue Chicago, Illinois 60638	10/31/91 (1989 Ford Escort -- claimant northbound on Hamilton, 8815 South, ran across)	355.00 50.00*
Patrick C. Nwaezeigwe Unit 2303N 4550 North Clarendon Avenue Chicago, Illinois 60640	3/10/92 West Lawrence Avenue and North Ravenswood Avenue	55.00 440.00*

* To City of Chicago, Bureau of Parking

10/7/93

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Name And Address	Date And Location	Amount
Kenneth Scott 7610 South Seeley Avenue Chicago, Illinois 60620	9/26/91 6200 South Damen Avenue	\$265.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Street Traffic:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Edwin J. Cieply 8719 North Oleander Avenue Niles, Illinois 60648	4/21/91 West 59th Street and South Kedzie Avenue	\$ 92.00
Benson O. Osagiede Apartment 1903 6030 North Sheridan Road Chicago, Illinois 60660	10/25/91 Police auto pound	650.00
Arthur Williams 2150 East 79th Street Chicago, Illinois 60649	10/26/91 1986 Chevy Blazer	1,280.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant on account of underground leaks:

Name And Address	Date And Location	Amount
Luis Mota 8409 South Baker Avenue Chicago, Illinois 60617	2/16/90 to 4/24/90 8409 South Baker Avenue	\$400.00

Name And Address	Date And Location	Amount
Kwang Y. Lee 3340 Prairie Wind Long Grove, Illinois 60047	11/13/91 to 1/10/92 1915 West Foster Avenue	\$400.00
Valeriano Velez 2459 South Avers Avenue Chicago, Illinois 60623	11/19/91 to 2/4/92 2459 South Avers Avenue	400.00
Avinoam Cohen 1665 Clendenin Riverwoods, Illinois 60015	1/25/93 to 4/5/93 7539 North Bell Avenue	360.83

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant on account of underground leaks and to charge same to Account No. 200.87.2015.0952.0952:

Name And Address	Date And Location	Amount
Bruce Fleisher 435 West Webster Avenue Chicago, Illinois 60614	9/7/89 to 9/21/91 435 West Webster Avenue	\$400.00
Mike and Jutuan Brown 2250 Monroe Street Apartment 259 Santa Clara, California 95050	1/30/90 to 9/9/91 7721 South Hermitage Avenue	400.00
Dale and Rosemary Anderson 4614 McCaudey Road Woodstock, Illinois 60098	10/30/90 to 12/18/91 737 West Hutchinson Street	400.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the City, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 38835
through 38837 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 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:

(Continued on page 38838)

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/07/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON HERITAGE CONDO. ASSN.	9	SEMI-ANNUAL 92	337.50	THOMAS ALLEN	38
ADDISON MANOR CONDOMINIUM	12	SEMI-ANNUAL 92	450.00	WILLIAM JP BANKS	36
ADDISON POINT CONDO. ASSN.	34	SEMI-ANNUAL 92	1,275.00	WILLIAM JP BANKS	36
ALBANY CONDOMINIUM	6	SEMI-ANNUAL 92	225.00	BERNARD L. STONE	50
AUGUSTA CONDOMINIUM ASSN.	6	ANNUAL 92	450.00	HELEN SHILLER	46
BELL AND ARTHUR COMBO. ASSN.	15	ANNUAL 92	1,104.00	BERNARD L. STONE	50
BELMONT TERRACE CONDO ASSN.	18	SEMI-ANNUAL 92	675.00	WILLIAM JP BANKS	36
BIRCH TREE MANOR #5 CONDO	18	SEMI-ANNUAL 92	675.00	BRIAN G. DOHERTY	41
BIRCH TREE MANOR #6 CONDOMIN-	18	SEMI-ANNUAL 92	675.00	BRIAN G. DOHERTY	41
BLACKSTONE AVENUE REALTY TRUST	6	ANNUAL 92	450.00	LAURENCE S BLOOM	05
BUENA VISTA CONDOMINIUM	13	ANNUAL 92	975.00	HELEN SHILLER	46
CARL SANDBURG VILLAGE CONDO	615	SEMI-ANNUAL 92	14,588.00	HURTON F. NATARUS	42
CONSTELLATION CONDOMINIUM ASSN	104	SEMI-ANNUAL 92	1,854.00	EDWIN W., EISENDRATH	43
CRANSTON CONDOMINIUM ASSOC.	46	ANNUAL 92	3,375.00	LAURENCE S BLOOM	05
DEVON PLACE CONDOMINIUM	27	SEMI-ANNUAL 92	810.00	BRIAN G. DOHERTY	41
IRVING SQUARE COMBO. ASSN.	24	ANNUAL 92	1,488.00	EDWIN W., EISENDRATH	43
DUNBAR ESTES COURT CONDO ASSN	24	ANNUAL 92	1,188.00	MARY ANN SMITH	48
EDISON PARKER CONDOMINIUM #1	12	SEMI-ANNUAL 92	450.00	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	300.00	THOMAS ALLEN	38
EVERGREEN COOPERATIVE	12	ANNUAL 92	900.00	TONI . PRECKWINKLE	04
FARWELL COURTS CONDOMINIUM	9	SEMI-ANNUAL 92	337.50	JOE MOORE	49
FOUNTAIN VIEW CONDO ASSOC	30	ANNUAL 92	2,193.00	BERNARD L. STONE	50
GALEWOOD SOUTH CONDOMINIUM	12	SEMI-ANNUAL 92	270.00	WILLIAM JP BANKS	36
GRANVILLE BEACH CONDO. ASSN.	312	SEMI-ANNUAL 92	8,209.06	MARY ANN SMITH	48
GRANVILLE COURTS CONDO. ASSOC.	256	SEMI-ANNUAL 92	4,176.00	BERNARD L. STONE	50
HAWTHORNE PLACE 2 CONDO ASSN.	50	ANNUAL 90	1,530.38	BERNARD J. HANSEN	44
HOME COURT CONDOMINIUM ASSN.	17	SEMI-ANNUAL 92	637.50	EDWIN W., EISENDRATH	43
INNISBROOK CONDO ASSOC. #4	54	SEMI-ANNUAL 92	1,020.00	BRIAN G. DOHERTY	41
IRVING PARK TERRACE CONDO.	44	SEMI-ANNUAL 92	1,650.00	THOMAS ALLEN	38
IVY COURTE CONDOMINIUM ASSOC.	36	SEMI-ANNUAL 92	858.00	BERNARD L. STONE	50
JANIS COURTS ASSOCIATION	18	SEMI-ANNUAL 92	675.00	PATRICK J. LEVAR	45
JARVIS COURT CONDO ASSN.	22	SEMI-ANNUAL 92	825.00	JOE MOORE	49
JONQUIL LANE TOWNHOME ASSN.	10	ANNUAL 92	750.00	EDWIN W., EISENDRATH	43
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
KEYSTONE MANOR CONDOMINIUM	18	SEMI-ANNUAL 92	675.00	PATRICK J. LEVAR	45
KIMBARK OF UNIVERSITY CONDO.	6	ANNUAL 92	450.00	LAURENCE S BLOOM	05
LECOUR CONDOMINIUM	27	SEMI-ANNUAL 92	1,012.50	THOMAS ALLEN	38
LELAND HOUSE CONDO. ASSN.	10	SEMI-ANNUAL 92	375.00	THOMAS ALLEN	38
LEXINGTON HOUSE CONDO	11	SEMI-ANNUAL 92	412.50	BRIAN G. DOHERTY	41
LIFESTYLE 2 CONDOMINIUM	6	SEMI-ANNUAL 92	225.00	JOE MOORE	49
LUNT-LAKE APARTMENT TRUST	88	SEMI-ANNUAL 92	2,748.00	JOE MOORE	49
MAGNOLIA TOWN HOME ASSOC.	8	ANNUAL 92	600.00	EDWIN W., EISENDRATH	43
MANSARD HOUSE CONDOMINIUM	24	SEMI-ANNUAL 92	900.00	BRIAN G. DOHERTY	41

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORIEKS--PASSED

MEETING DATE 10/07/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
MARGATE TERRACE CONDO ASSN.	38	SEMI-ANNUAL 92	936.00	MARY ANN SMITH	48
MELROSE GARDEN CONDOMINIUM	18	ANNUAL	1,350.00	BERNARD J. HANSEN	44
NEENAH MANOR CONDO ASSOCIATION	17	SEMI-ANNUAL 92	637.50	WILLIAM JP BANKS	36
NEVA VISTA CONDOMINIUM	9	SEMI-ANNUAL 92	337.50	WILLIAM JP BANKS	36
NEWBERRY PLAZA CONDO. ASSOC.	624	SEMI-ANNUAL 92	15,450.00	BURTON F. NATARUS	42
NORTH DAMEN SQUARE CONDO ASSOC.	38	SEMI-ANNUAL 92	1,110.00	BERNARD L. STONE	50
NORTHWEST POINT CONDO ASSOC.N.	42	SEMI-ANNUAL 92	1,575.00	BRIAN G. DOHERTY	41
NORTHWEST POINT WEST CONDO	10	SEMI-ANNUAL 92	375.00	BRIAN G. DOHERTY	41
NORTHWEST TERRACE CONDO BLDG	28	SEMI-ANNUAL 92	1,050.00	BRIAN G. DOHERTY	41
NORWOOD CONDO ASSOCIATION	6	ANNUAL	450.00	JOE MOORE	49
NORWOOD VILLAGE CONDOMINIUM	8	SEMI-ANNUAL 92	300.00	BRIAN G. DOHERTY	41
OAKFIELD NORTH CONDO ASSOC.	32	SEMI-ANNUAL 92	1,200.00	WILLIAM JP BANKS	36
OLMSTED CONDOMINIUM ASSOC.	9	SEMI-ANNUAL 92	337.50	BRIAN G. DOHERTY	41
PALMER COURTS	12	SEMI-ANNUAL 92	450.00	WILLIAM JP BANKS	36
PARK CASTLE CONDOMINIUM ASSN.	69	SEMI-ANNUAL 92	2,587.50	BERNARD L. STONE	50
PARK GABLES APT HOMES INC.	72	SEMI-ANNUAL 92	2,160.00	BERNARD L. STONE	50
PARKVIEW EAST CONDO ASSOC.#2	30	SEMI-ANNUAL 92	1,125.00	BRIAN G. DOHERTY	41
PAXTON ARMS CONDO. ASSOC.	19	SEMI-ANNUAL 92	712.50	LAWRENCE S BLOOM	05
POINT EAST CONDOMINIUM	50	SEMI-ANNUAL 92	1,875.00	BRIAN G. DOHERTY	41
PORTAGE MANOR CONDOMINIUM	7	ANNUAL	525.00	THOMAS ALLEN	38
PRATT SHORE CONDO ASSC.	28	SEMI-ANNUAL 92	828.00	JOE MOORE	49
FRUITT CONDOMINIUM ASSOCIATION	8	SEMI-ANNUAL 92	300.00	TONI PRECKWINKLE	04
RIDGEMOOR ESTATES CONDO	44	SEMI-ANNUAL 92	1,425.60	THOMAS ALLEN	38
RIDGEMOOR ESTATES CONDO IV	44	SEMI-ANNUAL 92	1,488.00	THOMAS ALLEN	38
SHERIDAN EAST	8	ANNUAL	600.00	JOE MOORE	49
SILENT COOPERATIVE	98	SEMI-ANNUAL 92	1,296.50	EUGENE C. SCHULTER	47
SOUTH-WEB CONDOMINIUM ASSN.	11	ANNUAL	825.00	EDWIN W. EISENDRATH	43
STANFORD COURTS HOMEOWNERS	80	SEMI-ANNUAL 92	1,699.00	PATRICK J O'CONNOR	40
SUMMERDALE CONDOMINIUM	18	SEMI-ANNUAL 92	675.00	PATRICK J O'CONNOR	40
THE EDISONAIRE CONDOMINIUMS	8	SEMI-ANNUAL 92	300.00	BRIAN G. DOHERTY	41
THE MALIBU CONDOMINIUM	357	SEMI-ANNUAL 92	8,314.86	MARY ANN SMITH	48
THE PLAZA ON DEWITT CONDO ASSC	407	SEMI-ANNUAL 92	8,305.80	MARY ANN SMITH	48
THE 2159 NORTH HARLEM BUILDING	12	SEMI-ANNUAL 92	450.00	WILLIAM JP BANKS	36
VANDERPOOLWOOD CONDO ASSOC.	24	ANNUAL 91	1,500.00	BRIAN G. DOHERTY	41
VANDERPOOLWOOD CONDO ASSC.	24	ANNUAL 92	1,500.00	BRIAN G. DOHERTY	41
VERMILLION CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
WATERFORD CONDO ASSOC., INC.	252	SEMI-ANNUAL 92	5,310.75	HELEN SHILLER	46
WINSTON TOWERS #5 CONDO ASSOC	218	SEMI-ANNUAL 92	3,830.00	BERNARD L. STONE	50
WINSTON TOWERS II ASSOCIATION	218	SEMI-ANNUAL 92	4,050.00	BERNARD L. STONE	50
1100 N. LAKE SHORE DRIVE CONDO	76	ANNUAL	5,016.00	BURTON F. NATARUS	42
1300 LAKE SHORE DRIVE CONDO	150	ANNUAL	9,097.20	EDWIN W. EISENDRATH	43
1411 STATE PARKWAY CONDO. ASSN	15	ANNUAL	1,125.00	EDWIN W. EISENDRATH	43
1419 N. STATE PARKWAY CONDO.	26	ANNUAL	1,950.00	EDWIN W. EISENDRATH	43
1517-19 ROSEMONT CONDO. ASSN.	6	ANNUAL	450.00	PATRICK J O'CONNOR	40
1526-28 W. CHASE AVENUE CONDO	8	ANNUAL	600.00	JOE MOORE	49

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 10/07/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
1921 N KENMORE	6	SEMI-ANNUAL	225.00	EDWIN W.. EISENDRATH	43
2007 N. SEDGWICK CONDOMINIUM	40	SEMI-ANNUAL	1,500.00	EDWIN W.. EISENDRATH	43
2015-19 N. SHEFFIELD AVE.	14	ANNUAL	1,050.00	BURTON F. NATARUS	42
2016 CLEVELAND CONDO ASSOC.	7	SEMI-ANNUAL	262.50	EDWIN W.. EISENDRATH	43
2127-31-35 HARLEM AVE CONDO.	33	SEMI-ANNUAL	384.00	WILLIAM JP BANKS	36
2147 N. HARLEM BLDG. ASSN.	12	SEMI-ANNUAL	450.00	WILLIAM JP BANKS	36
222 E. CHESTNUT CONDO. ASSN.	46	ANNUAL	3,450.00	BURTON F. NATARUS	42
2333 N. GENEVA TERRACE CONDO	20	SEMI-ANNUAL	750.00	EDWIN W.. EISENDRATH	43
2340 LINCOLN PARK WEST CONDO.	7	SEMI-ANNUAL	262.50	EDWIN W.. EISENDRATH	43
3150 N. ODELL CONDO ASSOC.	9	SEMI-ANNUAL	337.50	WILLIAM JP BANKS	36
3821 N. NARRAGANSETT CONDO.	9	SEMI-ANNUAL	337.50	THOMAS ALLEN	38
433 W. WELLINGTON CONDO ASSN.	8	SEMI-ANNUAL	300.00	BERNARD J. HANSEN	44
444 W. ALDINE CONDO. ASSN.	7	ANNUAL	525.00	BERNARD J. HANSEN	44
5328-30 HYDE PARK CONDO. ASSOC	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5445 EDGEWATER FLAZA CONDO.	466	SEMI-ANNUAL	9,485.00	MARY ANN SMITH	48
5478-80 S. EVERETT CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5537-39 HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5756-8 BLACKSTONE CONDO., INC.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
6247-49 N. GLENWOOD CONDO. ASSN	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
6259-61 N. NORTHWEST HWY.	12	SEMI-ANNUAL	450.00	BRIAN G. DOHERTY	41
6490 REGENCY CONDO ASSOC	30	SEMI-ANNUAL	1,125.00	BRIAN G. DOHERTY	41
6500 NORTH RIDGE CONDO. ASSN.	22	SEMI-ANNUAL	594.00	BERNARD L. STONE	50
6831 NORTHWEST HIGHWAY ASSN.	6	SEMI-ANNUAL	225.00	BRIAN G. DOHERTY	41
6853-55 N. OLMSTED CONDO., INC	9	SEMI-ANNUAL	337.50	BRIAN G. DOHERTY	41
721-23 BROMPTON CONDOMINIUM	6	ANNUAL	450.00	HELEN SHILLER	49
7401 SHERIDAN CONDO ASSOC.	8	SEMI-ANNUAL	300.00	JOE MOORE	46
743-55 W. BROMPTON CONDOMINIUM	31	SEMI-ANNUAL	620.00	HELEN SHILLER	46
7516 RIDGE BUILDING CORP.	6	ANNUAL	426.00	BERNARD L. STONE	50
7524 RIDGE BUILDING CORP.	6	ANNUAL	426.00	BERNARD L. STONE	50
8435-39 W. BRYN MAWR CONDO	12	SEMI-ANNUAL	450.00	BRIAN G. DOHERTY	41
850 DE WITT CONDOMINIUM ASSN.	216	SEMI-ANNUAL	2,539.80	BURTON F. NATARUS	42

(Continued from page 38834)

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938:

[List of claimants printed on pages 33839
through 33840 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, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance/Small Claims Division, to which was referred on September 11, 1991 and on subsequent dates, sundry claims as follows:

(Continued on page 38841)

10/7/93

REPORTS OF COMMITTEES

38839

 COMMITTEE ON FINANCE
 SMALL CLAIMS, CITY OF CHICAGO
 SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BARNES, IOLA	20-21-426-046-0000	06 STEELE	50.00
BERGER, JACK C.	17-04-217-069-0000	42 NATARUS	50.00
BERKY, MARCIE	14-28-200-004-1063	44 HANSEN	50.00
BLAKE, PATRICIA	13-07-336-029-1009	45 LEVAR	50.00
BLASZAK, GABRIELLA	14-05-411-012-1041	48 SMITH	50.00
BLOOM, PATRICIA A.	14-28-308-022-1124	42 NATARUS	50.00
BOLLINGER, MARY H.	14-28-201-015-1086	44 HANSEN	50.00
BOYER, LILLIAN M.	9-36-109-033-1008	41 DOHERTY	50.00
BROPHY, CORINNE E.	14-28-320-030-1018	43 EISENDRATH	50.00
COHEN, STANLEY	17-03-221-011-1042	42 NATARUS	50.00
COSTELLO, ROSE	13-18-410-035-1039	38 ALLEN	50.00
CROMELIN, KATHERINE	17-03-101-022-0000	43 EISENDRATH	50.00
CZARNECKI, DOLORES	12-12-202-087-1005	41 DOHERTY	50.00
DEL ROSARIO, TERESA	17-10-214-011-1240	42 NATARUS	50.00
ERICKSON, IATSER C.	20-14-209-030-1002	05 BLOOM	50.00
FRIEDMAN, MAX	10-36-117-015-1038	50 STONE	50.00
GLASSBERG, SAMUEL	14-05-407-017-1460	48 SMITH	50.00
GOLISHER, MARVIN	14-05-407-015-1080	48 SMITH	50.00
GORR, MARIE	12-12-202-084-1005	41 DOHERTY	50.00
GOSHEN, HENRY	14-21-301-030-1022	46 SHILLER	50.00
HAMMERMAN, LAURA	17-10-400-012-1312	01 MAZOLA	50.00
HARDING, JOHN L.	9-36-112-029-1022	41 DOHERTY	50.00
HART, WILLIAM	19-15-228-093-0000	13 MADRZYK	50.00
HENNESSY, PATRICIA I.	14-28-201-015-1026	44 HANSEN	50.00
KELLEY, JOSEPHINE M.	13-17-107-202-1005	38 ALLEN	50.00
KROMREY, EDITH G.	14-28-201-015-1118	44 HANSEN	50.00
KURZ, HARRIET M.	13-18-410-034-1005	38 ALLEN	50.00
KUTSELAS, GEORGE	10-36-120-003-1213	50 STONE	50.00
MAHONEY, JAMES J.	14-05-406-022-1044	48 SMITH	50.00
MCKINLAY, ARCHIBALD	17-03-103-028-1210	43 EISENDRATH	50.00
MEANS, MARGARET M.	14-28-207-004-1130	44 HANSEN	50.00
MELL, BELLA	17-03-222-018-0000	42 NATARUS	50.00
MENDELSON, JEANETTE	10-36-100-015-1004	50 STONE	50.00
MEYER, EVELYN J.	13-18-410-033-1044	38 ALLEN	50.00
MILES, ROSALIE	20-12-100-003-1271	04 FRECKWINKLE	50.00
MILLER, BERTHA	10-36-118-005-1081	50 STONE	50.00
MORGAN, BETSY A.	14-05-215-017-1316	48 SMITH	50.00
PATURNO, SARA	13-18-410-032-1009	38 ALLEN	50.00
PELLETIER, MARY ELIZABETH	14-08-203-016-1463	48 SMITH	50.00
PINE, MILLICENT	14-08-203-016-1158	48 SMITH	50.00
POPPER, JEWEL	14-05-203-011-1047	49 MOORE	50.00
RANDAH, LOUISE B.	14-28-207-004-1183	44 HANSEN	50.00
ROBINSON, ROLAND	14-28-318-077-0000	43 EISENDRATH	50.00
ROSENBLUTH, MARION E.	17-04-210-029-1033	42 NATARUS	50.00
SHELTON, SCOTT K.	17-03-228-024-1012	42 NATARUS	50.00
STROM, SYLVIA	14-16-301-041-1384	46 SHILLER	50.00
SWANSON, ROBERT W.	17-10-214-011-1013	42 NATARUS	50.00
SZACSURK, FRANCES A.	19-15-119-036-1002	13 MADRZYK	50.00
TEUBER, DOROTHY M.	9-36-112-029-1013	41 DOHERTY	50.00
TURRUBIARTES, VINCENT	12-25-201-045-1003	36 BANKS	50.00
WENTZLAFF, ANNA	11-11-111-111-0000	47 SCHULTER	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
YOUNG, SADIE	20-11-105-075-0000	04 PRECKWINKLE	50.00
ZAHN, FRIEDA	17-03-202-061-1067	42 NATARUS	50.00
ZERNER, DOLORES M.	13-09-328-064-1004	45 LEVAR	50.00
ZYCH, MARY A.	11-32-111-008-0009	46 SHILLER	50.00
		* TOTAL AMOUNT	2,750.00

(Continued from page 38838)

Allen, Imogene

Baker, Daniel J. and Devine, Gregory C.

Balluff, Richard and State Farm Insurance Co.

Barrett, Randi

Bell, A.

Bellmon, Ron M. and State Farm Insurance Co.

Bodley-Clayton, Claudia M.

Bossov, Adam

Bowens, Tamara

Bronner, Gwethalyn

Carson, Charles

Chavez-Foster, Patricia M.

Clifford, Eileen

Cole, Charles

Coleman, Eldredge

Curry, Izella

Davis, Jain and Standard Mutual Ins. Co.

Dewar-Babe, Marlene Margaret

Dimos, James R.

Dimuzio, Jerry

Eadie, Alan J.

Evans, Lorraine

Falk, Julie Lynne

Foster, Mark P. and State Farm Insurance Co.

Freund, Lucy

Gailey, Zadie and American Ambassador Cas. Co.

Gardner, Eugene

Gemeda, Abebe

Georgans, Barbara and State Farm Insurance Co.

Gibson, Grace and ITT Hartford Insurance Co.

Gierulski, Victoria

Gill & Company

Gomolski, Terrence M.

Gordon, Marion

Grano, Ruth

Greenwood, Tomie

Gulbrandsen, Perry

Hague, Edward J. and Illinois Farmers Ins. Co.

Hall, Elizabeth and Safeco Ins. Co. of America

Hanahan, Sandra Marie

Hardy, Hortense

Harris, Gregory and Lorraine

Hauke, Harvey and State Farm Insurance Co.

Hawkins, Wayne
Hayes, Gerald and GEICO and Affiliates

Hayes, Gerald and GEICO
Henderson, Robert
Hill, Clarence R.
Hooper, John
Houston, Nezarine

J. & M. Auto Sales, Incorporated
Jarrett, Donnie
Johnson, Lorraine
Johnson, Minnie
Johnson, Patrick B.

Johnson, Thomas and State Farm Insurance Co.
Joice, Corine
Kaczmarczyk, Danuta
Kaplan, Jeffrey
Kennedy, Nancy E.

Krass, John W.
Levine, Oscar
Lewis, Alfred
Lewis, Brenda
Liput, Patricia

Lopez, Laura and State Farm Insurance Co.

Mack, Robert and Economy Premier Co.

Maker, Narinder

Martin, John F.

Martin, Tyrone

Mason, Scott Alan

Matheny, Edward

Melcher, Frank

Mojica, Francine

Nasatir, Natalie Ann

Ohanessian, Gina and State Farm Insurance Co.

Ollie, Gale Veronica

Paredes, Aureliano

Patterson, Carrie

Perkins, Ronald Elery

Perry, Verrone Telefara

Phillips, Kimberly and Farmers Insurance Group

Picciuca, Diane Kathie

Ramos, Jr., Wilfredo

Reece, Bobby Clay

Roche, Susan

Sanders, Reginald Van

Schimmel, Douglas Wayne

Schmalz, Carol

Setinc, Judith

Setinc, Judith M.

Smith, Irene

Smith, Samuel Bailey

Snyder, Donald

Sparano, Pietro

Sumter, Jessie Mae

Thomas, Barbara J.

Thomas, Betty

Torrence, Lena

Vaikutis, Joseph Michael

Verges, Paul T.

Ward, Lonnie and Allstate Insurance Co.

Williams, Leshia and American Ambassador Casualty

Williams, Richard

Williams, Zeena

Wingfield, Harold

Wojnarowski, Debora

Yellow Cab Company and American Country Ins. Co. (2)

Zeivel, Roger Bernard

Ziemann, William,

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, Sewer Rebate Division, to which was referred on January 1, 1993 and on subsequent dates, sundry claims as follows:

Akwa, Evelyn C.

Cygan, Mary

Goldman, Louis M., Jr.

Saharack, Elsie A.

Wainer, Stella,

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Placed On File-- REPORT OF SETTLEMENTS OF SUITS
AGAINST CITY DURING MONTH OF
JULY, 1993.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgments were entered or cases settled during the month of July, 1993, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the list of cases transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases was *Placed on File*.

Placed On File-- RESOLUTION FROM RETIREMENT BOARD
OF POLICEMAN'S ANNUITY AND BENEFIT FUND
OF CITY OF CHICAGO CONCERNING
1994 TAX LEVY REQUIREMENTS.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution from the Retirement Board of the Policemen's Annuity and Benefit Fund of

the City of Chicago concerning 1994 tax levy requirements in the amount of \$96,852,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* 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 committee's recommendation was *Concurred In* and said resolution and report were *Placed on File*.

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

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four (4) applications for City of Chicago charitable solicitation (tag day) permits:

- A. Care for Real
October 8, 1993 -- citywide;
- B. Universal Family Connection
October 15, 1993 -- citywide;
- C. Lakeview Shelter, Inc.
November 20, 1993 -- citywide;

- D. Leukemia Research Foundation
May 19, 1994 -- citywide; and
- E. Boys and Girls Clubs of Chicago
May 20 and 21, 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 of Alderman Burke, the committee's recommendation was *Concurred In* and said applications and report were *Placed on File*.

Re-Referred -- AMENDMENT OF TITLE 2, CHAPTER 92,
SECTION 420 OF MUNICIPAL CODE OF CHICAGO
TO INCLUDE SUBCONTRACTORS WITHIN
MINORITY- AND WOMEN-OWNED
BUSINESSES PROCUREMENT
PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapter 2-92 of the Municipal Code of the City of Chicago concerning minority- and women-owned businesses, having had the same under advisement, begs leave to report and recommend that Your

Honorable Body *Re-Refer* the proposed ordinance transmitted herewith to the Committee on the Budget and Government Operations.

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 ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on the Budget and Government Operations* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

COMMITTEE ON AVIATION.

AUTHORIZATION FOR AMENDMENT OF LEASE AGREEMENT
WITH FEDERAL AVIATION ADMINISTRATION
IN CONNECTION WITH CONSTRUCTION OF
NEW AIR TRAFFIC CONTROL TOWER AT
CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on September 15, 1993) from the Department of Aviation authorizing the execution of an amendment to the Lease Agreement between the City of Chicago and Federal Aviation Administration in connection with the construction of a new air traffic control tower at Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by all the members of the committee, 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, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport ("Airport"), and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, By ordinance passed on July 29, 1992 (Council Journal of Proceedings, page 19729), the City Council of the City of Chicago authorized an agreement ("Lease") with the United States Department of Transportation, acting through its Federal Aviation Administration ("Government") to lease land at the Airport in order to construct and occupy a new air traffic control tower ("A.T.C.T."); and

WHEREAS, The Government is proceeding with the construction of such new A.T.C.T. at the Airport; and

WHEREAS, Pursuant to Section 5.08 of the Lease, the Government agreed to provide the City with ground level space in the new A.T.C.T. for Airport concession delivery vehicles; and

WHEREAS, The City has determined that it is necessary and desirable to install four scissor lifts between such ground level space and the rotunda; and

WHEREAS, The City will compensate the Government for those costs associated with the installation of the scissor lifts; and

WHEREAS, The City has requested the Government to re-design the exterior of the A.T.C.T. in order to maintain the architectural integrity of the Airport; and

WHEREAS, The Government has agreed to such re-design, subject to the condition that the City reimburse the Government for costs in connection with such re-design; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated by reference herein.

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute, and the City Clerk to attest the same and to affix the corporate seal of the City, upon the recommendation of the Commissioner of the Department of Aviation ("Commissioner"), subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality, an amendment to the Lease, in substantially the form attached hereto as "Exhibit A".

SECTION 3. The Mayor, or his proxy, is further authorized to execute, and the City Clerk to attest the same and to affix the corporate seal of the City, upon the recommendation of the Commissioner, subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality, an amendment to the Lease which reimburses the Government or its agents for those costs (i) incurred in connection with the redesign and construction of the exterior of the A.T.C.T., provided such costs do not exceed 1 Million Dollars and (ii) related to the operation and maintenance of the

A.T.C.T. solely and to the extent such costs are the direct result of the change in the design of the exterior.

SECTION 4. The Commissioner and other City officers are authorized to take any and all actions as may be reasonably necessary or desirable to implement the objectives of this ordinance.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

This Amendment No. 1, made and entered into as of this _____ day of _____, 1993, by and between the City of Chicago, a municipal corporation and home rule unit of local government under Article VII, Sections 1(a) and 6, respectively, of the 1970 Constitution of the State of Illinois, acting through its Department of Aviation ("Lessor"), and the United States of America, acting through the Federal Aviation Administration ("Government").

Recitals.

Whereas, The Lessor owns and operates an airport known as Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

Whereas, By ordinance passed on July 29, 1992 (Council Journal of Proceedings, page 19729), the City Council of the City of Chicago authorized the Lessor to enter into an agreement ("Lease") with the Government to lease land at the Airport in order to construct and occupy a new air traffic control tower ("A.T.C.T.") and

Whereas, The Government is proceeding with the construction of such new A.T.C.T. at the Airport; and

Whereas, Pursuant to Section 5.08 of the Lease, the Government agreed to provide the Lessor with ground level space in the A.T.C.T. for Airport concession delivery vehicles; and

Whereas, The Lessor has determined that it is necessary and desirable to install four scissor lifts between such ground level space and the rotunda; and

Whereas, The Lessor will compensate the Government for those costs associated with the installation of the scissor lifts;

Now, Therefore, In consideration of the benefits conferred on the Lessor and the Government, and of the mutual covenants and promises herein contained, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. The recitals set forth above are incorporated by reference as if fully set forth herein.

Section 2. The existing paragraph in Section 5.08 of the Lease shall be labelled "(a)" and new paragraphs shall be added to such Section 5.08 as follows:

"(b) The Government shall further provide during the construction phase of the A.T.C.T., the full design, engineering, equipment, construction, supervision, and administration necessary for the installation of four scissor lifts below the new base building of the A.T.C.T. into the existing rotunda building located between Terminals 2 and 3 at the Airport. Such scissor lifts must be suitable and appropriately located for receipt of deliveries by concession operators located in the rotunda and further must be acceptable, in design and construction, to the Lessor.

The Government shall perform the Work on the scissor lifts in accordance with the terms and conditions of this Lease, including those terms and conditions regarding work set forth in Article II hereof. The Lessor shall be afforded the right to review and approve the drawings, plans, and specifications for the scissor lifts in order to determine their adequacy in location and for the intended purpose, such approval not be unreasonably withheld. In addition to any other rights granted under this Lease, including those relating to Work in Section 2.06, the Lessor shall have the right to inspect the materials used and the completed installation.

The scissor lifts must be in an acceptable operating condition before final acceptance by the Lessor and reimbursement pursuant to paragraph (c) below. Upon such payment and acceptance, title to the scissor lifts shall vest in the Lessor. All evidence of title, operating manuals, warranties, and as-built drawings shall be promptly provided to the Lessor, but in no event later than upon passage of title.

(c) The Lessor shall reimburse the Government for the actual costs incurred by the Government in furnishing design, equipment,

engineering, construction, administration, and supervision for the scissor lifts as set forth below; provided, however, that upon revocation or termination of the Lease for any cause prior to the completion of the Work, the Lessor agrees to reimburse the Government for all necessary liquidating expenses associated with the portion of the contract covering the scissor lifts.

The estimated costs for the installation of four scissor lifts are:

Material	\$7,500/lift
Labor	2,500/lift
Concrete Pit	2,000/lift
Electrical Work	2,500/lift
Pit Drainage	1,500/lift
Subtotal:	\$16,000/lift
	x4
	<u>\$64,000.00</u>
26% Administrative Cost	\$16,640.00
TOTAL:	\$80,640.00

The amounts set forth above are estimates and may be adjusted to recover Government's actual costs, by written agreement between the parties without the requirement of a formal amendment hereto. If during the course of the performance of Work on the scissor lifts, actual costs are expected to exceed any estimate by more than 10 percent, the Government shall notify the Lessor prior to the actual incurring of any additional costs.

(d) Administrative overhead will be assessed at the rate of 26 percent per D.O.T. Order 2500.35C, Change 3 effective October 1, 1991. This overhead represents the costs to the Government of those indirect expenses which are a part of the cost of overhead agency operations. The overhead rate shall be adjusted, automatically and without the necessity for formal amendment of the Lease, upon issuance of revised rates in Order 2500.35.

(e) The Government hereby identifies the Great Lakes Region, 2300 East Devon Avenue, Des Plaines, Illinois 60018, as assigned responsibility for accomplishment of this Work. The Government shall identify in writing its Contracting Officer. The accounting division identified by the Government as the billing office is:

Federal Aviation Administration
Central Region, ACE-25A
601 East 12th Street
Kansas City, Missouri 64106

Billing shall be provided by the Government on SF-1080, SF-1081, or SF-1114 with supporting documentation. The invoice shall be itemized by identifying separate costs for design, engineering, material, equipment, labor, construction supervision and inspection, and administrative overhead.

(f) Payment will be made in one lump sum upon completion of the Work and is due within 30 days of receipt of invoice. Late charges may be assessed on delinquent payments in accordance with U.S. Treasury Regulations (Treasury Fiscal Requirement Manual, Section 6-8020.20). Late charges are computed by multiplying the amount of overdue payment by the percentage rate prescribed quarterly by the Treasury Department for each 30 day period, or portion thereof, during which payment is overdue."

Section 3. Section 5.09 shall be deleted in its entirety and the following substituted:

"5.09 The Lessor shall indemnify the Government solely and to the extent of the Lessor's participation in the design and construction for the space and scissor lifts identified in Section 5.08 hereinabove. The Lessor shall further be responsible for and shall maintain such space and scissor lifts, upon the Lessor's commencing use and occupancy thereof."

Section 4. Except as, and solely to the extent of, the foregoing changes, all other terms, conditions, and provisions of the Lease shall remain the same.

In Witness Whereof, The parties hereto have subscribed their names as of the date first above written.

City of Chicago

Mayor

Attest:

City Clerk

Approved:

Department of Aviation

Comptroller

Approved As To Form And Legality:

Assistant Corporation Counsel

The United States of America

By: _____

Name: _____

Title: Contracting Officer

APPROVAL OF SUBLEASE BETWEEN AMERITECH CORPORATION
AND MIDWAY AIR TRANSPORTATION, INC (DOING
BUSINESS AS MIDWAY AIRLINES) AT
CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, October 4, 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 requesting approval of a sublease between Ameritech Corporation and Midway Air Transportation, Inc. (doing business as "Midway Airlines") of certain premises at Chicago Midway Airport, begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by all the members of the committee, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Alderman Burke 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 of Chicago ("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 ("Constitution"), having a population in excess of 25,000, and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago Midway Airport ("Airport") with the authority to lease premises and facilities thereon and to grant other rights and privileges; and

WHEREAS, The City currently has a Hangar and Hangar Site Agreement ("Lease") with Ameritech Corporation (formerly named American Information Technologies Corporation) ("Ameritech") for certain premises at the Airport; and

WHEREAS, Ameritech now wishes to sublease certain of the premises under the Lease to Midway Air Transportation, Inc. (doing business as "Midway Airlines"); now, therefore,

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

SECTION 1. The recitals set forth above are incorporated herein by reference.

SECTION 2. The City Council of the City of Chicago hereby grants, in accordance with the Lease, its approval to the sublease between Ameritech and Midway Airlines in substantially the form attached hereto as Exhibit A.

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

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

Exhibit "A".

September 24, 1993

Mr. Barton J. Levin
Chief Financial Officer
Midway Air Transportation, Inc.
180 North LaSalle Street, Suite 2800
Chicago, Illinois 60601

Dear Barton:

This letter agreement ("Agreement") sets forth the agreement between Ameritech Corporation ("Sublandlord") and Midway Air Transportation, Inc. ("Subtenant") for the sublease of space for offices ("Office Space") and the license of certain common areas ("Common Areas") and common conference rooms ("Common Conference Rooms") at the Ameritech hangar facility ("Property") at Midway Airport ("Airport") located at 5713 South Central Avenue, Chicago, Illinois.

Sublandlord is leasing the Property from the City of Chicago ("Landlord") pursuant to the terms of a Hangar and Hangar Site Agreement between Landlord and Beatrice Companies, Inc. ("Beatrice"), dated March 11, 1987 (the "Prime Lease"), which has been assigned to Sublandlord.

Subject to the consent of Landlord, Subtenant desires to sublease and license from Sublandlord and Sublandlord desires to sublease and license to Subtenant that portion of the Property described in Section 1 hereof and depicted on (Sub)Exhibit A attached hereto and made a part hereof (the "Premises"), all upon the terms and conditions set forth herein.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Sublease.

Sublandlord hereby subleases to Subtenant the Office Space as shown in attached (Sub)Exhibit A. Sublandlord hereby agrees that Subtenant shall have a non-exclusive license to use the Common Areas and Common Conference Rooms located off the main entry corridor on the Property as shown in attached (Sub)Exhibit A. Subtenant shall coordinate scheduling and use of the Common Conference Rooms with Sublandlord.

2. Use.

Subtenant shall use the premises only as offices for the conduct of administrative operations in support of its commercial airline operation based at the Airport.

3. Rent.

Rent for the Premises shall consist of two components: "Base Rent" and "Participation Rent".

(a) Subtenant shall pay to Sublandlord annual Base Rent for the Premises as follows:

Annual Base Rent Rate Per Rentable Square Foot	Annual Base Rent Based On 3,440 Rentable Square Feet	Monthly Installments
\$10.00	\$34,392	\$2,866

Annual Base Rent shall be payable in twelve equal installments. Each such installment shall be due and payable in advance on the fifth day prior to the first day of each calendar month of the term hereof. If the term of this Agreement commences on a day other than the first day of a month, or ends on a day other than the last day of a month, Base Rent for such month shall be prorated; prorated Base Rent for any such partial first month of the term hereof shall be paid on the date on which the term commences.

(b) Subtenant shall pay to Sublandlord as Participation Rent a sum equal to Subtenant's proportionate share, i.e., approximately 5.2 percent of Expenses. "Expenses" shall include all costs incurred by or on behalf of Sublandlord for owning, operating, managing, maintaining and repairing the Property and the personal property used in conjunction therewith including, without limitation: rent under the Prime Lease; real estate taxes and assessments; insurance; utilities; security; repairs; maintenance and janitorial services. The monthly Participation Rent is estimated to be \$2,476, calculated based on an annual cost of \$8.64 per square foot. Sublandlord shall render to Subtenant for the first month of the term of this Agreement an initial bill specifying in reasonable detail Sublandlord's estimate of the amount of monthly Participation Rent, and Subtenant shall pay such estimated monthly bill within 5 days of the first day of the month following receipt of such bill. Thereafter, during the term of this Agreement, Sublandlord shall submit to Subtenant a monthly bill specifying in reasonable detail the actual amount of monthly

Participation Rent for the previous month. Subtenant shall pay the amount of this bill within five (5) days of the first day of the month following receipt of such bill.

(c) All Base Rent and Participation Rent shall be paid without set-off or deduction whatsoever and shall be paid to Sublandlord at its office at the Property.

4. Term: Termination.

This Agreement shall commence as of October 1, 1993 or upon Subtenant's occupancy and remain in effect on a month to month basis until either superseded by any future sublease or assignment agreement between the parties, or terminated pursuant to the provisions hereof. Either party may terminate this Agreement at any time upon five (5) days written notice to the other party.

5. Prime Lease.

Subtenant shall not do anything or permit anything to be done which could result in a default under the Prime Lease or permit the Prime Lease to be canceled or terminated. Subtenant acknowledges that a true and correct copy of the Prime Lease has been delivered to it.

6. Condition Of Premises And Construction Of Improvements.

Upon termination of this Agreement, Subtenant shall surrender the Premises in at least as good condition as at the commencement of the term of this Agreement, ordinary wear and tear excepted; failing which, Sublandlord may restore the Premises to such condition and Subtenant shall pay the cost thereof to Sublandlord on demand. Subtenant shall not make any alterations, additions or improvements on or to the Premises without first obtaining the written consent of Sublandlord and, to the extent required under the Prime Lease, the Landlord.

7. Restrictions.

Subtenant acknowledges that Sublandlord's hangar floor and maintenance shop areas (collectively the "Restricted Areas") as shown on (Sub)Exhibit B are restricted areas. Access to the Restricted Areas is strictly limited. Subtenant shall be permitted access only if accompanied by personnel of Sublandlord, and may be denied access at any time at Sublandlord's option.

8. Waiver Of Claims And Indemnity.

(a) Subtenant hereby releases and waives any and all claims against Landlord and Sublandlord and each of their respective officers, directors, agents and employees for injury or damage to person, property or business sustained in or about the Property or the Premises by Subtenant other than by reason of gross negligence or willful misconduct and except in any case which would render this release and waiver void under law.

(b) Subtenant agrees to indemnify, defend and hold harmless Landlord and Sublandlord and each of their respective officers, directors, agents and employees, from and against any and all claims, demands, costs and expenses of every kind and nature, including attorneys' fees and litigation expenses, arising from Subtenant's use and occupancy of the Premises or from any breach or default on the part of Subtenant in its performance under this Agreement, or from any act or neglect of Subtenant or its agents, officers, employees, guests, servants, invitees or customers in or about the Premises or the Property.

9. Insurance.

Subtenant shall purchase and maintain such insurance as will protect Subtenant, Landlord and Sublandlord from claims which may arise out of Subtenant's occupancy of the Premises. All such insurance shall be purchased from and issued by insurance companies reasonably satisfactory to Sublandlord and shall be endorsed to name Landlord and Sublandlord as Additional Insureds. Subtenant shall have no right of subrogation against Sublandlord or Landlord based on any occurrence insured against, in whole or in part, under the insurance required by this Agreement. Certificates of Insurance, evidencing such coverages and including a copy of the Additional Insureds endorsement, in form and substance satisfactory to Sublandlord shall be submitted and approved by Sublandlord simultaneously with the execution of this Agreement. Subtenant shall maintain the following coverage and limit of liability: Commercial General Liability Insurance with bodily injury and property damage limits of liability in the amount of Two Million Dollars (\$2,000,000) per occurrence including contractual liability coverage endorsed to include the indemnity agreement in Section 8 hereof; and Workers' Compensation (and occupational disease) providing statutory benefits, and Employer's Liability Insurance with limits of liability of \$500,000.

10. Conduct On Premises.

Subtenant shall conduct itself in a reasonable manner and shall comply with the Landlord's and Sublandlord's rules and regulations and any governmental security requirements while on the Premises. Subtenant

shall not interfere with the operations of Sublandlord or any of its affiliates or other subtenants at the Property or unreasonably encumber the Property or any material, equipment, waste materials or rubbish.

11. Compliance With Laws.

Subtenant shall comply with all applicable federal, state and local laws, ordinances and regulations in the performance of its business on the Premises.

12. Assignment.

Subtenant shall not assign any right or interest under this Agreement without Landlord's and Sublandlord's prior written consent which may be withheld in their sole discretion, or permit the use of the Premises by any persons other than Subtenant and Subtenant's employees. Any attempted assignment in contravention of the above shall be void.

Sublandlord may upon ten (10) days written notice to Subtenant assign any interest in this Agreement without the consent of Subtenant.

13. Termination.

At the termination of this Agreement, Subtenant shall yield up immediate possession to Sublandlord, and failing to do so shall pay as liquidated damages for the whole time such possession is withheld a sum equal to twice the amount of the rent herein reserved, prorated per day of such withholding. The provisions of this clause and the acceptance of any such liquidated damages by Sublandlord shall not constitute a waiver of any other rights Sublandlord might have against Subtenant for Subtenant's failure to yield up possession.

14. Successors And Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Sublandlord, and shall be binding upon and inure to the benefit of the successors of Subtenant and, to the extent any such assignment may be approved, Subtenant's assigns.

15. Notices.

Notices and demands required or permitted to be given by either party to the other shall be in writing and shall not be effective for any purpose unless the same shall be served either by personal delivery with a receipt

requested, by overnight air courier service or by United States certified or registered mail, return receipt requested, postage pre-paid, addressed as follows:

If To Sublandlord: Ameritech Services Corporation
425 West Randolph Street
Chicago, Illinois 60606
Attention: David Raduziner

If To Subtenant: Midway Air Transportation, Inc.
Carroll and Sain, Ltd.
180 North LaSalle Street
Suite 2800
Chicago, Illinois
Attention: Kenneth W. Sain
(312) 236-3600

Notices and demands shall be deemed to have been given two (2) days after mailing, if mailed, or, if made by personal delivery or by overnight air courier service, then upon such delivery. Either party may change its address for receipt of notices by giving notice to the other party.

16. Consent Of Landlord.

The obligations of Sublandlord and Subtenant under this Agreement are conditioned and contingent upon the Landlord consenting hereto by executing and delivering a counterpart of this Agreement. In the event Landlord's consent is not obtained within sixty (60) days after the date hereof, as evidenced by its execution and delivery of this Agreement, this Agreement shall automatically terminate and become null and void and neither Sublandlord nor Subtenant shall have any further obligations or liability hereunder or to each other with respect to the Premises.

17. Relationship Of The Parties.

Nothing contained herein shall be deemed or construed by the parties hereto or any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. Furthermore, Subtenant's employees shall not be deemed for any purpose to be employees of Sublandlord. Accordingly, no employee of Subtenant shall be entitled as a result of this Agreement to any of the benefits under any employee benefit plan Sublandlord presently has in effect or may put into effect. Subtenant shall be solely responsible for the withholding or payment of all applicable federal, state and local personal income taxes, social security taxes, and other payroll taxes with respect to its employees, as well

as any taxes or contributions imposed by applicable state unemployment or worker's compensation act(s). Subtenant has sole authority and responsibility to hire, fire and otherwise control its employees.

18. Examination.

Submission of this instrument for examination or signature by Subtenant does not constitute a reservation of or option for the Premises or in any manner bind Sublandlord, and no lease, sublease or obligation on Sublandlord shall arise until this instrument is signed and delivered by Sublandlord and Subtenant and the consent of Landlord is obtained as described in Section 16 above.

19. Choice Of Law.

The validity and effect of this Agreement and the rights and obligations of the parties hereto shall be construed and determined in accordance with the domestic laws of the State of Illinois.

20. Entire Agreement.

The terms contained in this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements relating thereto, either written or oral.

21. Amendment.

No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by both parties hereto.

If you agree to the terms and conditions as set forth in this Agreement, please sign below and return a copy of the Agreement to me.

Very truly yours,

Sublandlord:
Ameritech Corporation

Sublease consented to this
____ day of _____, 1993.

Landlord:

By: (Signature illegible)

Its: Senior V.P. Human Resources

City of Chicago

By: _____

Its: _____

Acknowledged and Agreed to this
29th day of September, 1993

Subtenant:

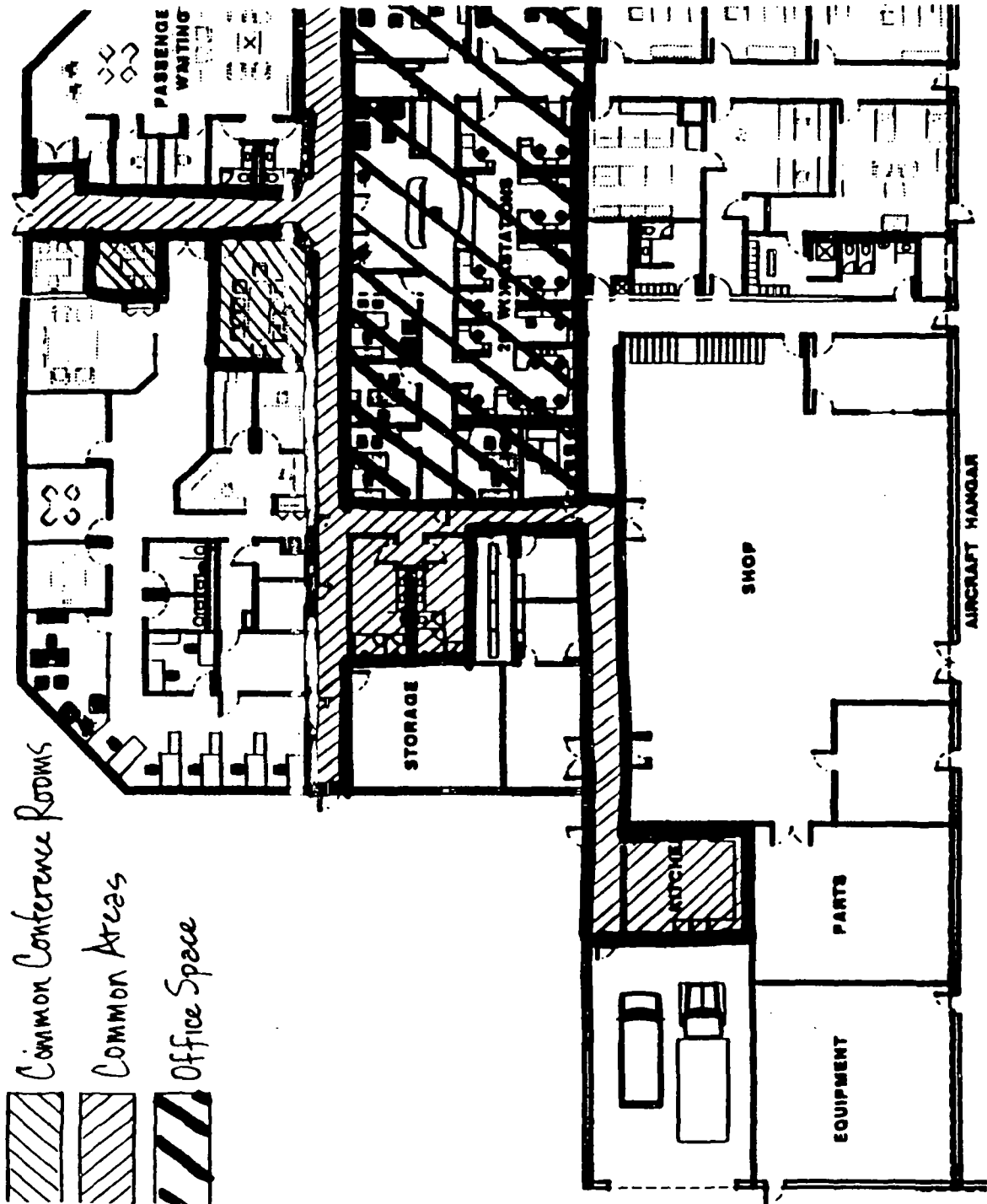
Midway Air Transportation, Inc.

By: (Signature illegible)

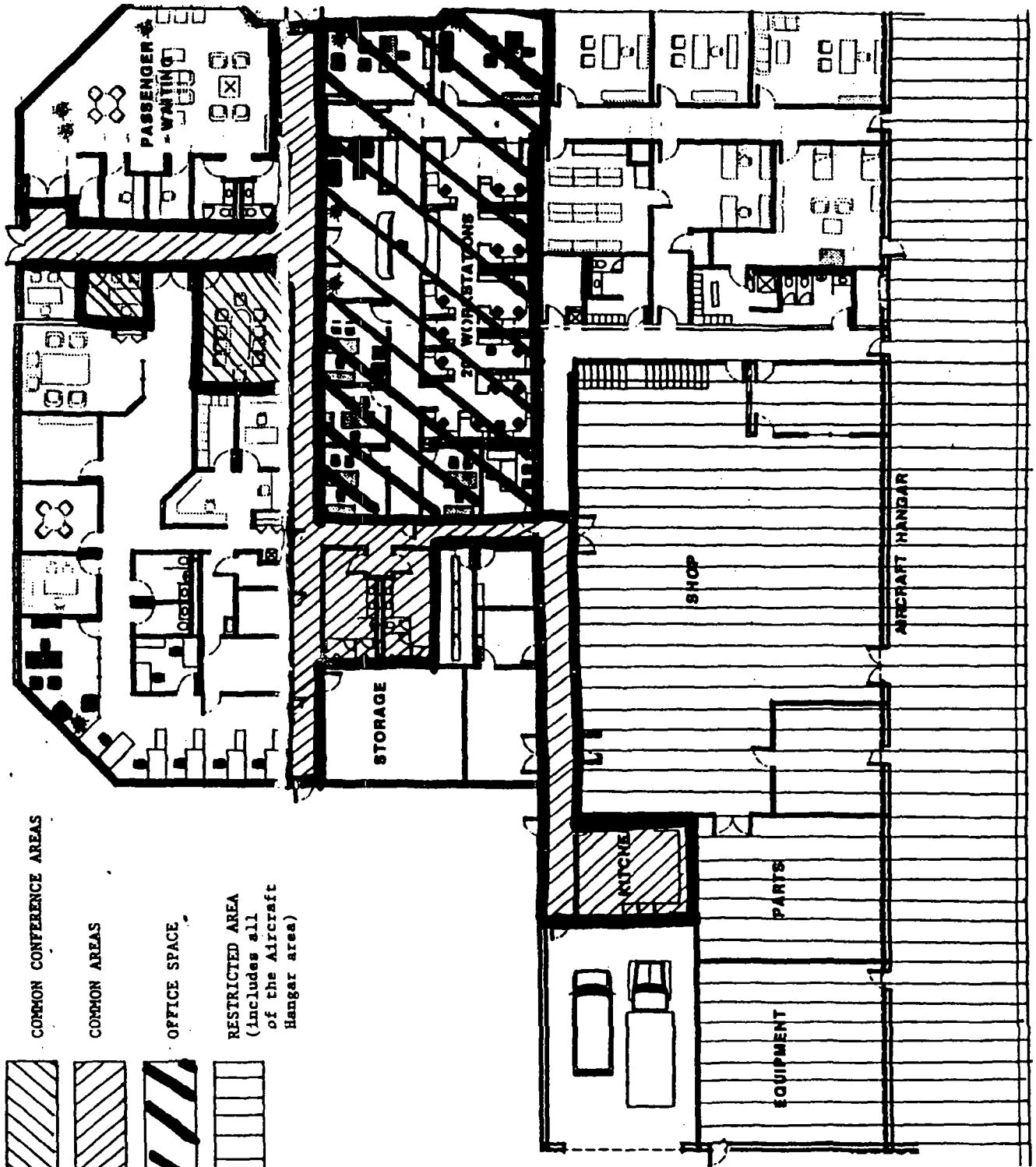
Its: Executive Vice-President

[(Sub)Exhibits "A" and "B" attached to this Agreement printed
on pages 38869 through 38870 of this Journal.]

(Sub)Exhibit "A".



(Sub)Exhibit "B".



COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.

ACCEPTANCE OF GRANT FROM THE NATIONAL CENTER FOR
CAREERS IN PUBLIC LIFE FOR ASSISTANCE IN PUBLIC
ALLIES APPRENTICESHIP PROGRAM.

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

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of a grant from The National Center for Careers in Public Life necessary to assist in a Public Allies Apprenticeship Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Eisendrath, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") has been awarded grant funds in the amount of \$36,000 (the "Grant Funds") by The National Center for Careers in Public Life ("Public Allies"), a not-for-profit corporation incorporated under the laws of the District of Columbia; and

WHEREAS, The Department of Housing, in collaboration with the Department of Health and the Mayor's Fellowship Program sponsored by the Office of Budget and Management (collectively, the "Hosts") will employ four young adults (the "Allies") from the Public Allies Apprenticeship Program established by Public Allies and the City to develop diverse teams of young leaders to address issues that impact the community and encourage community service initiatives (the "Program") for a 10-month period beginning October 4, 1993 (the "Term"); and

WHEREAS, The Grant Funds will be used by the Hosts to expand the network of existing federal, state and local programs offering full-time and part-time community service opportunities for all citizens and develop diverse teams of young leaders to address issues that impact the community; and

WHEREAS, The City shall provide matching contributions to the Program in the amount of a \$7,500 stipend plus health benefits for each Ally during the term; now, therefore,

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

SECTION 1. The sum of \$36,000 not previously appropriated representing Grant Funds is hereby appropriated from Fund 925 -- Grant Funds for the year 1993 for the purpose described in the preamble.

SECTION 2. The Comptroller is hereby directed to disburse the Grant Funds received as required to carry out the purpose of the Program.

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

AUTHORIZATION FOR TRANSFER OF YEAR 1993
FUNDS WITHIN COMMITTEE
ON FINANCE.

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

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1993 within the City Council, Committee on Finance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Eisendrath, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1993. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during 1993 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For legal, technical . . . expended at the direction of the Chairman of the Committee on Finance	100	15-2010	9010	\$8,000

TO:

Purpose	Fund	Code Department	Account	Amount
Transportation and Expense Allowance	100	15-2010	0229	\$8,000

SECTION 2. The sole purpose of this transfer of funds is to meet necessary travel allowances during the year 1993.

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

AUTHORIZATION FOR TRANSFER OF YEAR 1993
FUNDS WITHIN COMMITTEE
ON BUILDINGS.

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

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1993 within the City Council, Committee on Buildings, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Eisendrath, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1993. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1993 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	100	15-2250	0700	\$1,000

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2250	0300	\$1,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations within the City Council, Committee on Buildings during the year 1993.

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

AUTHORIZATION FOR INSTALLATION OF WATER
MAINS AT VARIOUS LOCATIONS.

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

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration four 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 Eisendrath, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 Ellis Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,092 feet of 8-inch ductile iron water main in South Ellis Avenue, from East 54th Street to East 55th Street, at a total estimated cost of \$227,653.73

chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01462.

Portion Of South Prairie Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,596 feet of 8-inch ductile iron water main in South Prairie Avenue, from East 53rd Street to East Garfield Boulevard, at a total estimated cost of \$287,948.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01397.

Portion Of South Ridgeland Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,407 feet of 8-inch ductile iron water main in South Ridgeland Avenue, from East 89th Street to East 91st Street, at the total estimated cost of \$268,830.21 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01396.

Portion Of West 76th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 443 feet of 8-inch ductile iron water main in West 76th Street, from South Wentworth Avenue to South Perry Avenue, at a total estimated cost of \$78,770.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01390.

COMMITTEE ON ECONOMIC AND
CAPITAL DEVELOPMENT.

AUTHORIZATION FOR SUBMISSION OF APPLICATION
TO COOK COUNTY ASSESSOR FOR DESIGNATION
OF MADISON-CICERO DEVELOPMENT DISTRICT
AS SEVERELY BLIGHTED AND ELIGIBLE
FOR CLASS 8 TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, October 7, 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 Commissioner of Planning and Development Valerie Jarrett, authorizing the Department of Planning and Development to make application with the Cook County Assessor for a Class 8 tax incentive area in the Madison-Cicero Development District pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Cook County Board of Commissioners has enacted An Ordinance Amending The Real Property Assessment Classification Ordinance, As Amended (the "Classification Ordinance") for the purpose of encouraging and assisting new development in areas that are depressed, blighted or threatened with blight; and

WHEREAS, The Classification Ordinance, as amended, attached hereto as Exhibit A, is hereby incorporated by reference, with the terms herein having the meanings set forth in the Classification Ordinance, as amended, unless otherwise defined herein; and

WHEREAS, One of the real property assessment classifications created under the Classification Ordinance, as amended, is a Class 8 classification; and

WHEREAS, The purpose of a Class 8 classification is to encourage industrial and commercial development in severely blighted areas of Cook County; and

WHEREAS, The City of Chicago is a home rule unit authorized by the Illinois Constitution of 1970 to exercise any power and perform any function pertaining to its government and affairs, including designations of areas within its jurisdiction as severely blighted; and

WHEREAS, Municipalities, such as the City of Chicago, may apply to the Cook County Assessor to certify areas within its jurisdiction as "severely blighted" and eligible for Class 8 classification; and

WHEREAS, It is appropriate and in the best interest of the City of Chicago to make application to the Cook County Assessor to grant Class 8 status to an approximately twenty (20) acre area (the "Area") located in the Austin area (Community Area 25) and further described as follows: the area bounded generally by North Lamon on the west, West Washington on the

north, North Kenton on the east and West Madison on the south, the Area being more fully described in Exhibit B hereto attached; and

WHEREAS, The members of the City Council of the City of Chicago have reviewed a report entitled "Economic Analysis of the Madison-Cicero Severely Blighted Area"; and

The City Council Of The City Of Chicago Does Hereby Find As Follows:

1. The buildings in and surrounding the Area, known as the Madison-Cicero Severely Blighted Area are in a state of aggravated abandonment, deterioration and under utilization;
2. The area continues to be marked by a lack of viable commercial buildings;
3. The real property taxes for the Area have declined or remained stagnant;
4. The communities surrounding the Area remain in a state of economic depression as evidenced by the substantial unemployment in these communities and a low level of median family income which is below the Cook County average;
5. The combination of these factors has created an extreme state of economic impoverishment and disinvestment in the Area;
6. If existing structures in the Area were improved or new structures developed, the economic well-being of the County of Cook and the City of Chicago would be improved by an increased level of economic activity leading to increased employment opportunities and growth in the real property tax base; and
7. There is a manifest lack of economic feasibility for private enterprise to accomplish the necessary modernization, rehabilitation and development of the Area without public assistance and encouragement; now, therefore,

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

SECTION 1. The Area, known as the Madison-Cicero Severely Blighted Area, bounded generally by North Lamon on the west, West Washington on the north, North Kenton on the east and West Madison on the south qualifies as a "severely blighted area", in that it:

- (a) is in a state of economic depression and it is not economically feasible for private enterprise to accomplish the necessary modernization,

rehabilitation, and development of the Area without public assistance and encouragement; and

(b) meets the definition of "severely blighted" under the provisions of the Classification Ordinance, as amended, in that it is greater than ten (10) contiguous acres and less than one (1) contiguous square mile and in a state of extreme economic depression resulting from the following factors: (i) substantial unemployment; (ii) a low level of median family income; (iii) aggravated abandonment, deterioration, and under-utilization of properties; (iv) a lack of viable industrial and commercial buildings whose absence significantly contributes to the depressed economic and unemployment conditions in the Area; (v) a clear pattern of stagnation or decline of real estate taxes within the Area as a result of its depressed condition; and (vi) a manifest lack of economic feasibility for private enterprise to accomplish the necessary modernization, rehabilitation and development of the Area without public assistance and encouragement.

SECTION 2. The Area is hereby designated and certified as a "severely blighted area" for purposes of Class 8 of the Classification Ordinance, as amended.

SECTION 3. The Commissioner of the Department of Planning and Development is hereby authorized and directed to make application to the Cook County Assessor for Class 8 certification of the Area.

SECTION 4. The Commissioner of the Department of Planning and Development is hereby authorized and directed, (a) to file a copy of this ordinance, certified by the City Clerk of the City of Chicago, with the Cook County Assessor; (b) to provide the Cook County Assessor any necessary documentation required to grant Class 8 certification to the Area; and (c) to take any other actions necessary to promote the redevelopment of the Area and the surrounding communities.

SECTION 5. This ordinance shall be effective from and after its due passage.

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

Exhibit "A".

*An Ordinance Amending The Real Property
Assessment Classification Ordinance, As Amended.*

Be It Enacted by the Cook County Board of Commissioners:

1. Section 2 of the Real Property Assessment Classification Ordinance, as from time to time amended, is hereby amended to read as follows:

"Section 2.

Real estate is divided into the following assessment classes:

- Class 1: Unimproved real estate.
- Class 2: Real estate unused as a farm, or real estate unused for residential purposes when improved with a house, an apartment building of not more than six living units, or residential condominium, a residential cooperative or a government-subsidized housing project, if required by statute to be assessed in the lowest assessment category.
- Class 3: All improved real estate used for residential purposes which is not included in Class 2 or in Class 9.
- Class 4: Real estate owned and used by a not-for-profit corporation in furtherance of the purposes set forth in its charter unless used for residential purposes. If such real estate is used for residential purposes, it shall be classified in the appropriate residential class.
- Class 5a: All real estate not included in Class 1, Class 2, Class 3, Class 4, Class 5b, Class 6a, Class 6b, Class 7, Class 8, or Class 9 of this section.
- Class 5b: All real estate used for industrial purposes as defined herein and not included in any other class.
- Class 6a: Real estate used primarily for industrial purposes, as defined herein, consisting of all newly constructed buildings or other structures, including the land upon which they are situated; or all buildings and other structures which were substantially rehabilitated to the extent such rehabilitation has added to their value; or abandoned property, as defined herein, including the land upon which such property is situated.

On or after January 1, 1990, an eligibility application for Class 6a classification for newly constructed or substantially rehabilitated buildings or other structures shall be filed with the Assessor within one

year prior to commencement of such new construction or substantial rehabilitation. With respect to abandoned property, the eligibility application must be filed with the Assessor no later than ninety days after purchase for value if such is such property is encompassed within the definition herein of abandoned property which is purchased for value; or within one year prior to the commencement of substantial rehabilitation if such property is encompassed within the definition herein of abandoned property which is substantially rehabilitated. Prior to filing a Class 6a eligibility application with the Assessor, an applicant must obtain from the municipality in which the real estate is located, or the Board of Commissioner of Cook County if the real estate is located in an unincorporated area, an ordinance or resolution expressly stating that the municipality or County Board, as the case may be, has determined that the incentive provided by Class 6a is necessary for development to occur on that specific real estate and that the municipality or County Board, as the case may be, supports and consents to the Class 6a application to the Assessor. A certified copy of such ordinance or resolution shall be included with the Class 6a eligibility application at the time of filing the application with the Assessor.

This classification shall continue for a period of eight (8) years from the date such new construction (excluding demolition, if any) or such substantial rehabilitation was [commenced] completed and initially assessed or in the case of abandoned property, from the date of substantially reoccupancy. After such eight (8) year period the real estate shall revert to the applicable classification under this Ordinance.

Class 6b: All real estate entitled to Class 6a classification under this Ordinance provided that such real state is one (1) located in an "Enterprise Zone" as certified by the Department of Commerce and Community Affairs of the State of Illinois or, in the alternative, two (2) utilized for manufacturing purposes, as defined herein., and provided further that the municipality in which such real estate is located or, if in an unincorporated area, the County has by lawful resolution approved such real estate to be appropriate for incentive abatement.] Prior to filing a Class 6b

eligibility application with the Assessor, an applicant must obtain from the municipality in which the real estate is located or the Board of Commissioners of Cook County if the real estate is located in an unincorporated area, an ordinance or resolution expressly stating that the municipality or County Board, as the case may be, has determined that the incentive provided by Class 6b is necessary for development to occur on that specific real estate and that the municipality or County Board, as the case may be, supports and consents to the Class 6b application to the Assessor. A certified copy of such ordinance or resolution shall be included with the Class 6b eligibility application at the time of filing the application with the Assessor.

This classification shall continue for a period of [twelve] eight-years from the date such new construction (excluding demolition, if any) or such substantial rehabilitation was [commenced] completed and initially assessed, or in the case of abandoned property, from the date of substantial reoccupancy. After such [twelve-year] eight-year period the real estate shall revert to the applicable classification under this Ordinance.

Additionally, for newly constructed or substantially rehabilitated buildings and other structures to qualify for Class 6b classification, an eligibility application must be made to the Assessor within one-year prior to the commencement of such new construction or substantial rehabilitation. With respect to abandoned property, the eligibility application must be made to the Assessor no later than ninety days after purchase for value if such property is encompassed within the definition herein of abandoned property by reason of purchase for value; or within one year prior to the commencement of substantial rehabilitation if such property is encompassed within that definition by reason of substantial rehabilitation.

The Assessor may adopt rules consistent with the foregoing necessary to ensure proper review of all factors relevant to determine eligibility for the benefits provided under Classes 6a and 6b.

Class 7: Real estate used primarily for commercial purposes, as defined herein, consisting of all newly constructed

buildings or other structures including the land upon which they are situated; or all buildings and other structures which were substantially rehabilitated to the extent such substantial rehabilitation has added to their value; or all abandoned property, as defined herein, and the land upon which it is situated; which comprise a qualified commercial development project, as determined pursuant to Section 4A hereunder located in an "area in need of commercial development".

This classification shall continue for a period of twelve years from the date such new construction (excluding demolition, if any) or such substantial rehabilitation was [commenced] completed and initially assessed, or in the case of abandoned property, from the date of substantial reoccupancy. After such twelve-year period the real estate shall revert to the applicable classification under this Ordinance.

Class 8: Real estate used primarily for industrial and commercial purposes consisting of all newly constructed buildings or other structures including the land upon which they are situated; or all buildings and other structures which were substantially rehabilitated to the extent such substantial rehabilitation has added to their value; or abandoned property, as defined herein; provided each of the foregoing is located in an area which has been certified as severely blighted in accordance with the provisions of Section 4B herein, and further provided that the municipality in which such real estate is located or, if in an unincorporated area, the County has by lawful resolution determined that such real estate is consistent with an overall plan for the rehabilitation of the area.

This classification shall continue for a period of twelve years from the date such new construction (excluding demolition, if any) or substantial rehabilitation was [commenced] completed and initially assessed, or in the case of abandoned property, from the date of substantial reoccupancy. After such twelve-year period the real estate shall revert to the applicable classification under this Ordinance.

The Assessor may adopt rules consistent with the foregoing necessary to insure proper review of the application, supporting data and all other pertinent factors. The certification of an area as severely blighted shall continue for five years from the date such certification is granted. Such certification, pursuant to the same criteria, may be extended for one additional five-year period upon reapplication by the appropriate local governing body within six months prior to the expiration of the initial five-year period.

Class 9: All real estate otherwise entitled to Class 3 classification under this Ordinance provided that such real estate, consisting of land and existing buildings and structures, (1) is multi-family residential real estate, as defined herein, (2) has undergone major rehabilitation, as defined herein, (3) is located in a targeted area, as defined herein, (4) has at least 50% of the dwelling units leased at rents affordable to low- or moderate-income persons or households, as defined herein, and (5) is in substantial compliance with all applicable local building, safety and health requirements and codes.

To qualify for the Class 9 classification, the applicant must: (1) file an eligibility application with the Assessor prior to commencement of rehabilitation; (2) undertake and complete a major rehabilitation of the subject property; (3) maintain the subject property in substantial compliance with all local building, safety and health codes and requirements for a period of eight years from the date that the major rehabilitation was completed; (4) lease, for a period of eight years from the date that the major rehabilitation of the subject property was completed, at least 50% of the dwelling units of the subject property to tenants at rents which will not exceed rents affordable to low- and moderate-income persons or households; and (5) file annually with the Assessor, during the period prescribed by the Assessor, for each year during the eight-year period following completion of major rehabilitation of the subject property, a sworn statement verifying continuous compliance with the Class 9 provisions of this Ordinance. No applicant shall discriminate on the basis of race, color, sex, marital status, religion, national origin or ancestry, or on any other basis prohibited under federal, state or local law.

Upon completion of the major rehabilitation, the applicant must supplement the application by submitting evidence showing that major rehabilitation did, in fact, occur, the date that the major rehabilitation was completed and that the real estate complies with all applicable local building, safety and health requirements and codes. The classification shall continue for a period of eight years from the date that the major rehabilitation was completed and shall not be extended. After such eight-year period the real estate shall revert to the applicable classification under this Ordinance. No real estate shall be eligible for more than one eight-year period of the Class 9 classification.

The application must contain a stipulation that in the event that the applicant or any successor in interest fails to comply with the requirement that at least 50% of the dwelling units of the subject property be leased to tenants at rents which do not exceed rents affordable to low- and moderate-income persons or households, the Class 9 classification shall be deemed null and void from its inception as to the subject property, and that the applicant shall be liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the Class 9 classification and the amount of taxes actually billed and collected upon the subject property for the period during which it was being assessed with the Class 9 classification. Failure of the applicant to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in personam liability which may be enforced against the applicant.

In the event that title to Class 9 real estate is sold or otherwise transferred by the original applicant, the purchaser or transferee must comply with all of the Class 9 requirements set forth in this Ordinance for the remainder of the eight-year Class 9 classification period.

The Assessor shall adopt such rules and guidelines as may be necessary to implement procedures for determining eligibility for the Class 9 classification."

2. Section 3 of the Real Property Classification Ordinance, as from time to time amended, is hereby amended as follows:

"Section 3.

The Assessor shall assess, and the Board of Appeals shall review assessments on real estate in the various classes at the following percentages of market value:

Class 1: 22%

Class 2: 16%

Class 3: 33%

Class 4: 30%

Class 5a: 39.5% for 1986, 39% for 1987, 38.5% for 1988, 38% for 1989 and every year thereafter

Class 5b: 39% for 1986, 38% for 1987, 37% for 1988, 36% for 1989 and every year thereafter

Class 6a: 30% for 8 years

Class 6b: 16% for [first] 8 years [, 30% for next 4 years]

Class 7: 16% for first 8 years, 30% for next 4 years

Class 8: 16% for 12 years

Class 9: 16% for 8 years"

3. Section 4 of the Real Property Classification Ordinance, as from time to time amended, is hereby amended to read as follows:

"Section 4.

- (A) To qualify as a commercial development project under Class 7, it is necessary that the project be located in an area in need of commercial development in that:

- (1) the area is or has been heretofore designated by a federal, state or local agency as a conservation, blighted or renewal area or an area encompassing a rehabilitation or redevelopment plan or project adopted under the Illinois

Urban Renewal Consolidation Act of 1961, as amended, or the Commercial Renewal Redevelopment Areas Act of 1967, as amended, or the Commercial District Development Commission Ordinance of the City of Chicago or designation(s) of like effect adopted under any similar statute or ordinance; and

- (2) real estate taxes within said area have declined, remained stagnant or potential real estate taxes are not being fully realized due to the depressed condition of the area; and
- (3) there is a reasonable expectation that the development, re-development or rehabilitation of the commercial development project is viable and likely to go forward on a reasonably timely basis if granted Class 7 designation and will therefore result in the economic enhancement of the area; and
- (4) certification of the commercial development project for Class 7 designation will materially assist development, re-development or rehabilitation of the area and the commercial development project would not go forward without the full incentive offered under Class 7; and
- (5) certification of the commercial development project for Class 7 designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the area.

[Where the governing body finds that the foregoing factors are present, it may apply to the County Assessor and request certification of the commercial development project for Class 7 designation. The application shall include a statement by the governing body that factors (1) through (5) are present and] Prior to filing a Class 7 eligibility application with the Assessor, an applicant must obtain from the municipality in which the real estate is located, or the Board of Commissioners of Cook County if the real estate is located in an unincorporated area, an ordinance or resolution expressly stating that the municipality or County Board, as the case may be, has determined that factors (1) through (5) are present and that the municipality or County Board, as the case may be, supports and consents to the Class 7 application to the Assessor. A certified copy of such ordinance or resolution shall be included with the Class 7 application at the time of filing the application with the Assessor. The application shall include any

other information deemed necessary by the Assessor. The applicant must demonstrate that the commercial development project qualifies for the Class 7 classification and shall bear the expense of doing so. The Assessor shall adopt rules, including a provision for a public hearing, necessary to ensure a proper review of the application and supporting data.

Certification of a commercial development project shall not be denied by reason of insufficient size if it otherwise qualifies hereunder. In determining what constitutes the "full incentive offered" as provided in factor (4) above, consideration may be given to any lawful inter-governmental participation agreements under which the project developer has agreed, as a precondition to Class 7 certification, to share a portion of future profits with the appropriate taxing districts.

Upon receipt of the application, the Assessor shall forward it to the Economic Development Advisory Committee of Cook County. The Committee shall within sixty (60) days return the application to the Assessor with a finding stating whether factors (1) through (5) are present. Upon receipt of the findings of the Committee the Assessor shall review the application, supporting data, findings of the Committee and other appropriate fact(s). Where the Assessor finds factors (1) through (5) exist he shall certify the commercial development project eligible for Class 7 treatment under this Ordinance. Such certification shall lapse within one (1) year from the date of issuance unless new construction or substantial rehabilitation, or in the case of abandoned property, reoccupation of the commercial development project has commenced prior to its expiration.

- (B) To be certified as a severely blighted area for purposes of Class 8 classification it is necessary: (1) that the municipality in which the area is located or, if an unincorporated area, the County determine by lawful resolution that the area is in a state of economic depression and that it is not economically feasible for private enterprise to accomplish the necessary modernization, rehabilitation, and development of the area without public assistance and encouragement, or a determination of similar import; (2) that the municipality or, if in an unincorporated area, the County apply to the Assessor for certification of the area as severely blighted; (3) that, upon receiving an application to certify an area as severely blighted, the Assessor shall review the application, supporting data and other appropriate factors relevant to a determination of the severity of the economic conditions of the area.

Upon finding that existing factors convincingly demonstrate that the area is severely blighted, as defined in this Ordinance, the Assessor shall grant such certification to the area. In making this determination statistical data relevant to the surrounding area as well as the specific area for which certification is sought may be considered. The surrounding area for the City of Chicago shall be the "community area" as defined herein; for all other areas in the County it shall be, where applicable, the municipality in which the area is located."

4. Section 7 of the Real Property Classification Ordinance, as from time to time amended, is hereby amended to read as follows:

"Section 7.

A written report on the status and progress of the implementation of this Ordinance, or any amendments thereto, and all rules promulgated by the Assessor hereunder, shall be submitted by the Cook County Assessor to the President and Board of Cook County Commissioners annually on or before December 1.

The Assessor shall adopt rules requiring taxpayers of property receiving the Class 6a, 6b, Class 7, or Class 8 classification on or after January 1, 1990 to file reports with the Assessor including but not limited to information regarding (1) progress of the development, (2) number of new jobs created and (3) other public benefits."

5. Section 8 of the Real Property Classification Ordinance, as from time to time amended, is hereby amended to read as follows:

"Section 8.

- (A) This classification system is applicable to assessments for the tax assessment year 1986 and for subsequent tax assessment years. Any new construction, program of substantial rehabilitation, or reoccupancy of real estate used for industrial or commercial purposes, which would qualify any given parcel of real estate for Class 6a, Class 6b, Class 7 or Class 8 treatment, as the case may be, shall result in such treatment if the new or rehabilitated improvements are first assessed on a substantially completed basis in the tax assessment year 1984, or in any subsequent tax assessment year.
- (B) Real estate which became eligible for Class 6 classification prior to the effective date of the October 1, 1984 amendment to this Ordinance shall retain their eligibility for the

incentives provided under the terms and conditions of the pre-existing Class 6 provisions. Real estate for which the Assessor issued a written favorable pre-construction determination prior to the effective date of Classes 6a and 6b approving such real estate for Class 6 benefits under the pre-existing Class 6 provisions shall, at the election of the interested taxpayer, be assessed in accordance with the terms and conditions of such pre-existing Class 6 provisions if construction or substantial rehabilitation is commenced no later than one year following the effective date of the October 1, 1984 amendment to this Ordinance.

- (C) The incentive provisions of this Ordinance provided to qualifying parcels of real estate for Class 6a, Class 6b, Class 7 and Class 8 shall expire on December 31, [1989] 1994, unless otherwise reviewed by action of the Cook County Board of Commissioners. [; provided, however, that (1) real] Real estate granted a Class 6, Class 6a, Class 6b, Class 7 or Class 8 [incentive] classification [prior to] on or before December 31, 1989 shall retain such classification under the terms and conditions of the Ordinance prior to January 1, 1990. [incentive; and (2) real] Real estate for which an application for Class 6b, Class 7 or Class 8 classification is filed with the Assessor on or before December 31, 1989 and which thereafter is determined by the Assessor to be eligible for the [incentives] classification under the terms and conditions of this Ordinance existing prior to [December 31, 1989] January 1, 1990, shall be entitled to receive such classification under such terms and conditions. [incentives; and (3) real] Real estate for which an eligibility application for Class 6a classification is filed, and upon which construction or substantial rehabilitation is commenced on or before December 31, 1989 and which thereafter is determined by the Assessor to be eligible for the Class 6a classification [incentive] under the terms and conditions of this Ordinance existing prior to December 31, 1989 shall be entitled to receive the Class 6a [incentive] classification under such terms and conditions.

- (D) Notwithstanding the provisions of Section 8 (A) above, the Class 9 incentive provisions of this Ordinance shall be applicable to the assessment of real estate qualifying for the Class 9 classification on or after the date of the adoption and approval of this amendment to this Ordinance for the 1988 tax assessment year and for subsequent tax years."

6. Section 10 of the Real Property Classification Ordinance, as from time to time amended, is hereby amended to read as follows:

"Section 10.

[This] The June 20, 1988 amendment of the Real Property Assessment Classification Ordinance creating the Class 9 classification and all other provisions pertaining thereto shall take effect immediately upon its adoption and approval and shall be applicable to assessments of real estate qualifying on or after the effective date of this amendment for the tax assessment year 1988 and for subsequent tax assessment years."

7. This amendment to the Real Property Classification Ordinance as from time to time amended shall be effective January 1, 1990.

Adopted and Approved on this _____ day of _____, 1989.

Approved:

(Signed) George W. Dunne
President of the Board of
Commissioners of Cook
County, Illinois

Attest:

(Signed) Stanley T. Kusper, Jr.
County Clerk of Cook County
Illinois

Exhibit "B".

Legal Description

The boundaries of the Madison-Cicero Severely Blighted Area are as follows:

beginning at the intersection of the center lines of West Madison Street and North Lamont Avenue; thence north along the center line of North

Lamon Avenue to the point of intersection with the center line extended westerly of the first east/west alley north of West Madison Street; thence easterly along said center line extended across to the point of intersection with the west line extended southerly of Parcel 16-39-428-016 in Block 12 of Derby's Subdivision of the east quarter of the southeast quarter of Section 9-39-13; thence north along said west line extended to the point of intersection with the center line of West Washington Street; thence east along said center line extended across North Cicero Avenue to the point of intersection with the east line extended northerly of Parcel 39-13-328-030 in Block 40 of West Chicago Land Company's Subdivision of the south half of Section 10-39-13; thence south along said east line extended to the point of intersection with the center line of the first east/west alley north of West Madison Street; thence east along said center line to the point of intersection with the west line extended south of Parcel 16-13-329-007 in West Chicago Land Company's Subdivision of the south half of Section 10-39-13; thence north along said west line extended northerly to the point of intersection with the center line of West Washington Street; thence east along said center line to the point of intersection with the west line of the Chicago and Northwestern Railroad right-of-way; thence south along said west line to the point of intersection with the center line of the first east/west alley south of West Madison Street; thence west along said center line extended across South Kilpatrick Avenue to the point of intersection with the center line of South Cicero Avenue; thence north along said center line to the point of intersection with the center line of West Madison Street; thence west along said center line to the point of intersection with the center line north of North Lamon Avenue; thence arriving at the point of beginning, in the City of Chicago, County of Cook, State of Illinois.

[Madison-Cicero Boundary Map attached to this Exhibit "B"
printed on page 38896 of this Journal.]

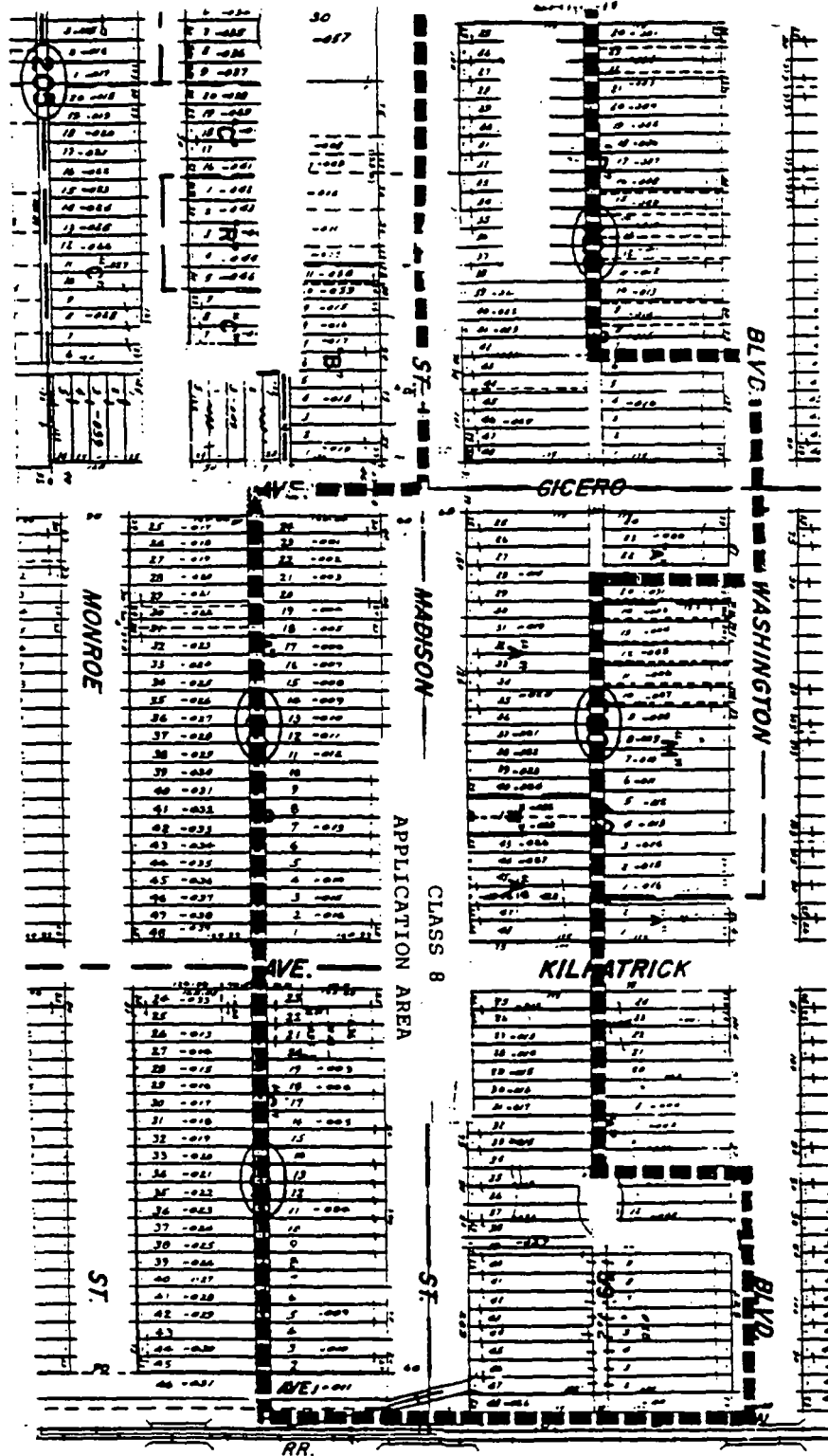
COMMITTEE ON HOUSING AND REAL ESTATE.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTIES AT SUNDRY LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

(Continued on page 38897)

Madison-Cicero Boundary Map.



Department of Planning and Development
August, 1993

Severely Blighted Area

North Kenton

(Continued from page 38895)

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred twelve ordinances by the Department of General Services accepting bid proposals for various City-owned properties at the following locations:

- 1709 North Albany Avenue;
- 1712 North Albany Avenue;
- 300 North Lotus Avenue/5438 -- 5454 West Fulton Street;
- 1830 North Milwaukee Avenue;
- 1247 North Monticello Avenue;

- 1307 North Oakley Boulevard;
- 1470 North Paulina Street;
- 1472 North Paulina Street/1709 West Le Moyne Street;
- 4645 South Wallace Street;
- 2536 West Warren Boulevard;

- 1314 -- 1324 West 32nd Place/3239 -- 3245 South Benson Street; and
- 505 West 42nd Place,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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):

1709 North Albany Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of William M. Senne, 3439 West Drummond Place, Chicago, Illinois 60647, to purchase for the sum of \$6,200.00, the City-owned vacant property, as advertised, described as follows:

Lot 26 in Block 2 in Johnston & Cox's Subdivision, in Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1709 North Albany Avenue, Permanent Tax No. 13-36-318-021)

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 \$625.00 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.

1712 North Albany Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of William M. Senne, 3439 West Drummond Place, Chicago, Illinois 60647, to purchase for the sum of \$6,200.00, the City-owned vacant property, as advertised, described as follows:

Lot 19 in Block 3 in Johnston & Cox's Subdivision, in Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1712 North Albany Avenue, Permanent Tax No. 13-36-317-039)

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 \$625.00 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.

300 North Lotus Avenue/5438 -- 5454 West Fulton Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jim Kruger and Constantine Kanavos, not as joint tenants, but as tenants in common, 6252 North Lincoln Avenue, Chicago, Illinois 60659, to purchase for the sum of \$5,475.00, the City-owned vacant property, as advertised, described as follows:

the south 50 feet of the east half of Block 2 (except the west 10 feet reserved for alley) in Frink's Resubdivision of Lots 1 to 8 inclusive in Frink's Subdivision of the north $36\frac{1}{4}$ acres of the east half of the southeast quarter of Section 8 and the north $36\frac{1}{4}$ acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 300 North Lotus Avenue/5438 -- 5454 West Fulton Street, Permanent Tax No. 16-09-301-027)

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 \$550.00 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.

1830 North Milwaukee Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Marvin Winpar and Louise Winpar, as joint tenants, 3180 North Lake Shore Drive, Chicago, Illinois 60657, to purchase for the sum of \$12,010.00, the City-owned vacant property, as advertised, described as follows:

Lot 29 in Block 15 in Pierce's Addition to Holstein in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1830 North Milwaukee Avenue, Permanent Tax No. 14-31-313-009)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,201.00 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.

1247 North Monticello Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jim Kruger and Constantine Kanavos, not as joint tenants, but as tenants in common, 6252 North Lincoln Avenue, Chicago, Illinois 60659, to purchase for the sum of \$6,575.00, the City-owned vacant property, as advertised, described as follows:

Lot 44 in Block 17 in Beebe's Subdivision of the east half of the northwest quarter (except the 5 acres in the northeast corner) of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1247 North Monticello Avenue, Permanent Tax No. 16-02-132-005)

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 \$660.00 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.

1307 North Oakley Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Bafcor, Inc., 2501 North Lincoln Avenue, Chicago, Illinois 60614, to purchase for the sum of \$20,250.00, the City-owned vacant property, as advertised, described as follows:

Lot 27 in Hubbard's Subdivision of Block 10 in Watson Tower & Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1307 North Oakley Boulevard, Permanent Tax No. 17-06-116-021)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,025.00 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.

1470 North Paulina Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Philip L. Goldberg, 1130 West Fullerton Avenue, Chicago, Illinois 60614, to purchase for the sum of \$33,300.00, the City-owned vacant property, as advertised, described as follows:

Lot 2 in Block 6 in McReynold's Subdivision of part of the east half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1470 North Paulina Street, Permanent Tax No. 17-16-210-040)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,330.00 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.

1472 North Paulina Street/1709 West Le Moyne Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Philip L. Goldberg, 1130 West Fullerton Avenue, Chicago, Illinois 60614, to purchase for the sum of \$33,300.00, the City-owned vacant property, as advertised, described as follows:

Lot 1 in Block 6 in McReynold's Subdivision of part of the east half of the northeast quarter, lying north of Milwaukee Avenue, of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1472 North Paulina Street/1709 West Le Moyne Street, Permanent Tax No. 17-06-210-039)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,330.00 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.

4645 South Wallace Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mary H. Wirth, 845 North Hoyne Avenue, Chicago, Illinois 60622, to purchase for the sum of \$12,200.00, the City-owned vacant property, as advertised, described as follows:

Lot 11 in Fish & Young's Subdivision of that part lying east of Wallace Street, of Lot 8 in Assessor's Division of the southwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4645 South Wallace Street, Permanent Tax No. 20-04-331-004)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,220.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2536 West Warren Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Dorothy Paskett, 2538 West Warren Boulevard, Chicago, Illinois 60612, to purchase for the sum of \$5,000.00, the City-owned vacant property, as advertised, described as follows:

Lot 29 in C.G.E. Prussing's Subdivision of the southwest block of the east 33.81 acres in the south half of the southeast quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 2536 West Warren Boulevard, Permanent Tax No. 16-12-423-045)

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 \$500.00 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.

*1314 -- 1324 West 32nd Place/3239 -- 3245 South
Benson Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Tak Foo Chow, 2844 South Wells Street, 2nd Floor, Chicago, Illinois 60616, to purchase for the sum of \$93,001.00, the City-owned vacant property, as advertised, described as follows:

Lots 26 to 34, both inclusive, in Block 5, in Springer and Fox's Addition to Chicago, in Section 32, Township 39 North, Range 14, East of the Third Principal Meridian

Also

that part of the vacated alley lying south of the center line of said vacated alley lying north of and adjoining Lots 26 to 34, both inclusive, in Block 5 in Springer and Fox's Addition to Chicago in Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois (commonly known as 1314 -- 1324 West 32nd Place/3239 -- 3245 South Benson Street, Permanent Tax No. 17-32-105-015)

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 \$9,300.10 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

505 West 42nd Place.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mary H. Wirth, 845 North Hoyne Avenue, Chicago, Illinois 60622, to purchase for the sum of \$10,200.00, the City-owned vacant property, as advertised, described as follows:

Parcel 1.

Lot 51 in Duncan's Resubdivision of Block 7 in Taylor and Kriegh's Subdivision of the east half of the northwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois

Parcel 2.

that part of a strip of land formerly marked "Drive" (now vacated) on the Plat of Duncan's Resubdivision of Block 7 in Taylor and Kriegh's Subdivision, aforesaid, lying between the north line of Parcel 1 aforesaid and the south line of 42nd Place as now located through said block, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 505 West 42nd Place, Permanent Tax No. 20-04-129-022)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,020.00 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 BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES UNDER ADJACENT
NEIGHBORS LAND ACQUISITION
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services accepting fifteen bids under the Adjacent Neighbors Land Acquisition Program at the following locations:

1457 North Campbell Avenue;

705 South Campbell Avenue;

3621 South Ellis Avenue;

3631 South Ellis Avenue;

6821 South Evans Avenue;

1223 South Fairfield Avenue;

7312 South Green Street;

4538 South Lake Park Avenue;

5335 South Lowe Avenue;

4300 West Monroe Street;

6617 South Rhodes Avenue;

4355 South Vincennes Avenue;

3820 West Wilcox Street;

6615 South Wood Street; and

19 East 38th 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City of Chicago hereby accepts the bids listed below to purchase City-owned vacant properties under the Adjacent Neighbors Land Acquisition Program, which was approved by the City Council in an ordinance on March 6, 1981 found between pages 584 -- 585 of the Journal of the City Council Proceedings and as amended on July 23, 1982 between pages 11839 -- 11841 of the Journal of the City Council Proceedings and as further amended January 7, 1983 as found between pages 14803 -- 14805 of the Journal of the City Council Proceedings. Said bids and legal descriptions are as follows:

Bidder: Elnoy Nunez

Real Estate Number: 2852

Address: 1459 North Campbell
Avenue

Address: 1457 North Campbell
Avenue

Bid Amount: \$300.00

Index Number: 16-01-214-002

Legal Description

Lot 47 in Block 7 in Winslow Jacobson and Tallman's Subdivision of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1457 North Campbell Avenue, Chicago, Illinois).

Bidder: Mary Bolton

Real Estate Number: 8362

Address: 707 South Campbell
Avenue

Address: 705 South Campbell
Avenue

Bid Amount: \$300.00

Index Number: 16-13-407-003

Legal Description

Lot 3 of subdivision of Lots 39 to 42 of H.R. Spofford's Subdivision of the northeast quarter of the northeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 705 South Campbell Avenue, Chicago, Illinois).

Bidder: Norris and Sharon Poston

Real Estate Number: 6963

Address: 3619 South Ellis Avenue

Address: 3621 South Ellis Avenue

Bid Amount: \$301.00

Index Number: 17-34-410-011

Legal Description

Lot 1 in F. H. Bartlett's Subdivision of part of the westerly half of Lot 85 in Ellis' East Addition to Chicago in the southeast quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3621 South Ellis Avenue, Chicago, Illinois).

Bidder: Cara Kinard

Real Estate Number: 2831

Address: 3633 South Ellis Avenue

Address: 3631 South Ellis Avenue

Bid Amount: \$312.00

Index Number: 17-34-410-014

Legal Description

All that part of the westerly half of Lot 85 in the east part of Ellis' Addition to Chicago which lies southerly of Lot 3 as laid out in Frederick H. Bartlett's Subdivision of part of the west half of said Lot 85 and northerly of a straight line running from a point in the east line of Lot 85 (as measured in the easterly line of said Ellis Avenue) to a point which is midway between the easterly and the westerly lines of said Lot 85 and 19.98 feet northerly of the southerly line of said Lot 85 which line is also the center line of a party wall on the southerly line of the land in Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3631 South Ellis Avenue, Chicago, Illinois).

Bidder: Alleane and Abner
Williams

Real Estate Number: 7585

Address: 6819 South Evans Avenue

Address: 6821 South Evans
Avenue

Bid Amount: \$700.00

Index Number: 20-22-413-007

Legal Description

Lot 16 in Block 6 in A.J. Hawhes' South Park Subdivision of the southwest quarter of the northeast quarter of the southeast quarter and the north three-quarters of the east half of the northeast quarter of the southeast quarter of Section 32, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6821 South Evans Avenue, Chicago, Illinois).

Bidder: Sherman and Johnella
Oglesby

Real Estate Number: 6405

Address: 1217 South Fairfield
Avenue

Address: 1223 South Fairfield
Avenue

Bid Amount: \$300.00

Index Number: 16-24-201-010

Legal Description

Lot 4 in Healy's Resubdivision of Lots 1 to 5 of Healy's Subdivision of the south part of Lot 3 and Lots 5 to 9 of Healy's Subdivision of Lots 4 and 5 in Block 2 of Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1223 South Fairfield Avenue, Chicago, Illinois).

Bidder: Ollie Roney

Real Estate Number: 9422

Address: 7314 South Green Street

Address: 7312 South Green Street

Bid Amount: \$300.00

Index Number: 20-29-222-028

Legal Description

Lot 213 in Downing and Phillips' Normal Park Addition, being a subdivision of the east half of the northeast quarter (except the south 149 feet thereof) in Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7312 South Green Street, Chicago, Illinois).

Bidder: Walter Pitchford

Real Estate Number: 5938

Address: 4536 South Lake Park
Avenue

Address: 4538 South Lake Park
Avenue

Bid Amount: \$350.00

Index Number: 20-02-402-039

Legal Description

Lot 3 in Bliss' Subdivision of the south half of Lot 3 and all of Lot 4 in Farwell & Other's Subdivision of that part of the south three-fifths of Lot 9 in Lyman's Subdivision of that part lying west of the Illinois Central Railroad of the southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4538 South Lake Park Avenue, Chicago, Illinois).

Bidder: Willie Ray

Real Estate Number: 6725

Address: 5333 South Lowe Avenue

Address: 5335 South Lowe Avenue

Bid Amount: \$300.00

Index Number: 20-09-319 -014

Legal Description

Lot 29 in Block 1 in Putman's Subdivision of the southwest quarter of the southwest quarter (except the south 23 acres thereof) in Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5335 South Lowe Avenue, Chicago, Illinois).

Bidder: Robert and Daisey Collins

Real Estate Number: 8382

Address: 4302 West Monroe Street

Address: 4300 West Monroe Street

Bid Amount: \$500.00

Index Number: 16-15-200-038

Legal Description

Lot 12 in Block 1 in Gunderson and Gauger's Addition to Chicago, a subdivision of Lots 1 and 6 in Blocks 1 to 4 inclusive, and Lots 1, 2, 5 and 6 in Blocks 5 and 8 inclusive, in partition of the west half of the west half of the northeast quarter and that part of the west half of the west half of the southeast quarter lying north of Barry Point Road in Section 15, Township

39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4300 West Monroe Street, Chicago, Illinois).

Bidder: Jimmie Galloway

Real Estate Number: 7871

Address: 6619 South Rhodes Avenue

Address: 6617 South Rhodes Avenue

Bid Amount: \$300.00

Index Number: 20-22-227-007

Legal Description

Lot 45 in Block 5 in McChesney's Resubdivision of the north half of Blocks 1 to 7 in Block 5 in McChesney's Hyde Park Homestead Subdivision of the south half of the south half of the northeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6617 South Rhodes Avenue, Chicago, Illinois).

Bidder: Ora L. Harper

Real Estate Number: 5005

Address: 4353 South Vincennes Avenue

Address: 4355 South Vincennes Avenue

Bid Amount: \$300.00

Index Number: 20-03-401-024

Legal Description

Lot 2 in David L. Frank's Subdivision of Block 2 in Blain & Brewer's Subdivision of Lot 3 in County Clerk's Division of un subdivided lands in the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4355 South Vincennes Avenue, Chicago, Illinois).

Bidder: Josephine G. Brown

Real Estate Number: 8770

Address: 3818 West Wilcox Street

Address: 3820 West Wilcox Street

Bid Amount: \$300.00

Index Number: 16-14-103-029

Legal Description

Lot 43 and the east 4 feet of Lot 42 in Block 4 in Lambert Trees' Subdivision of the west half of the northwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3820 West Wilcox Street, Chicago, Illinois).

Bidder: Annie McLaurin

Real Estate Number: 9088

Address: 6611 South Wood Street

Address: 6615 South Wood Street

Bid Amount: \$300.00

Index Number: 20-19-228-005

Legal Description

Lot 43 and the north 5 feet in Block 61 in Drexel Park, being a subdivision of the east quarter of the north half of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6615 South Wood Street, Chicago, Illinois).

Bidder: Myrtle L. Powe

Real Estate Number: 9312

Address: 17 East 38th Street

Address: 19 East 38th Street

Bid Amount: \$300.00

Index Number: 17-34-321-017

Legal Description

Lot 7 in Charles P. Mitchell's Subdivision of Lots 22, 23 and 24 in C. H. Walker's Subdivision of 5 acres north of and adjoining the south 10 acres of the west half of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 19 East 38th Street, Chicago, Illinois).

SECTION 2. That the conveyances of the City-owned properties under the "Adjacent Neighbors Land Acquisition Program", are subject to all terms and conditions, covenants, and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions, and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the City-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and the City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of these properties has been completed to deliver the cashier's checks, certified checks, bank checks and money orders of the above listed bidders in the full amount to the City Comptroller, who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTIES UNDER HOME RULE SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Department of General Services accepting the Home Rule Sale of City-owned vacant properties at the following locations:

1513 -- 1515 West Madison Street

4457 -- 4459 South Marshfield Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

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

1513 -- 1515 West Madison Street.

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder, the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the unimproved parcel of real property described herein, which is owned by the City of Chicago to Creative Card Company, 1500 West Monroe Street, Chicago, Illinois.

Real Estate Number: 7042

Amount: \$105,000.00

Address: 1513 -- 1515 West
Madison Street

Permanent Tax Numbers: 17-17-
101-012 and 17-17-101-013

Legal Description

Lots 5 and 6 in Block 6 in Laflin and Loomis Resubdivision of Blocks 5, 18, 21, 30 to 33 and 41 and subdivision of Blocks 6, 19 and 20 in Canal Trustees' Subdivision of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute a quitclaim deed conveying said parcel of real property to Creative Card Company, 1500 West Monroe Street, for parking.

SECTION 3. This ordinance shall be effective upon its passage.

4457 -- 4459 South Marshfield Avenue.

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder, the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the improved parcel of real property described herein, which is owned by the City of Chicago to The Chicago Case Company, 4446 South Ashland Avenue, Chicago, Illinois 60609.

Real Estate Number: 168

Amount: \$35,000.00

Address: 4457 -- 4459 South
Marshfield Avenue

Permanent Tax Numbers: 20-06-
411-024

Legal Description

Lots 15 and 16 in subdivision of the west 123.95 feet of the east 269.95 feet of Block 4 in W.L. Sampsons Subdivision in the northeast quarter of the southeast quarter of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein the Mayor is authorized to execute a quitclaim deed conveying said parcel of real property to The Chicago Case Company.

SECTION 3. This ordinance shall be effective upon its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTIES AT SUNDRY LOCATIONS UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred by the Department of General Services three ordinances approving bids for the

conveyance of City-owned property under the Special Sales Program at the following locations:

6240 South Ada Street

1541 South Christiana Avenue

1215 -- 1227 West 78th Place and 1229 -- 1248 West 78th Place,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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):

6240 South Ada Street.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The New Mount Zioner Missionary Baptist Church, an Illinois not-for-profit corporation, 1316 -- 1318 West 63rd Street, Chicago, Illinois 60636 ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to The New Mount Zioner Missionary Baptist Church, an Illinois not-for-profit corporation, in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to The New Mount Zioner Missionary Baptist Church, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than five years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".**Legal Description.*

Lot 17 in the Lee Brother 63rd Street Addition to Englewood being a resubdivision of Block 2 of John Tear's Subdivision of part of the west half of the-southwest quarter of the southwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6240 South Ada Street, Chicago, Illinois, Permanent Index No. 20-17-329-033).

1541 South Christiana Avenue.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, New First Deliverance Missionary Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 1539 South Christiana Avenue, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to New First Deliverance Missionary Baptist Church, an Illinois not-for-profit corporation, in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to New First Deliverance Missionary Baptist Church, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six months of the date of this deed; and

2) the Property is used as a parking lot for a period of not less than five years.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate five years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lot 32 in subdivision of Block 4 in Block 5 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1541 South Christiana Avenue, Chicago, Illinois, Permanent Index No. 16-23-227-016).

1215 -- 1227 West 78th Place And 1229 -- 1248 West 78th Place.

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Saint Sabina Church, a religious organization, 1210 West 78th Place, Chicago, Illinois 60620 ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the Church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Saint Sabina Church, a religious organization, 1210 West 78th Place, Chicago, Illinois 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 Saint Sabina Church, a religious organization.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six (6) months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than five years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five (5) years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

The east 10 feet of Lot 37 and all of Lots 38, 39 and 40 in O'Neil and Tribble's Subdivision of Block 37 in Jones' Subdivision of the west half of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1215 -- 1227 West 78th Place, Chicago, Illinois, Permanent Index No. 20-29-323-003).

Also

Lot 34 (except the west 10 feet) and all of Lots 35, 36 and 37 (except the east 10 feet thereof) of O'Neil and Tribble's Subdivision of Block 37 in Jones' Subdivision of the west half of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1229 -- 1248 West 78th Place, Chicago, Illinois, Permanent Index No. 20-29-323-002).

REJECTION OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT 1630 -- 1632
NORTH TROY STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services rejecting a bid proposal at 1630--1632 North Troy 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby rejects the bid of Marty DeRoin and Daniel Tweedie, as tenants in common, 122 South Michigan Avenue, Suite 1800, Chicago, Illinois 60603, to purchase for the sum of \$8,010.00, the City-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 10 and 11 in Block 5, Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County,

Illinois (commonly known as 1630 -- 1632 North Troy Street, Permanent Tax Nos. 13-36-324-024 and 025)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

REJECTION OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT 1726 WEST
OHIO STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services rejecting a duplicated bid at 1726 West Ohio 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby rejects the bid of The Madison Partners, 79 West Monroe Street, Suite 608, Chicago, Illinois 60603-4905, to purchase for the sum of \$10,200.00, City-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder, and any and all other bids pertaining to this parcel.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 86 in Hunt's Subdivision of Block 15 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1726 West Ohio Street, Permanent Tax No. 17-07-214-037)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

REPEAL OF BID FOR PURCHASE OF CITY-OWNED PROPERTY
UNDER ADJACENT NEIGHBORS LAND ACQUISITION
PROGRAM AT 1241 EAST 46TH STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance repealing a bid accepted under the Adjacent Neighbors Land Acquisition Program at 1241 East 46th 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Council of the City of Chicago approved the sale of the parcel listed below under the "Adjacent Neighbors Land Acquisition Program", on June 2, 1993; and

WHEREAS, The bidder does not qualify as owner/occupant as identified in the Offer to Purchase Real Estate distributed in the bid package issued to bidder; now, therefore,

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

SECTION 1. The City of Chicago hereby repeals the bid of the individual listed below, to purchase City-owned property under the "Adjacent Neighbors Land Acquisition Program". Said bid and legal description is as follows:

Bidder: Arnold and Vanessa Kendall	Real Estate Number: 8679
Address: 1237 East 46th Street	Address: 1241 East 46th Street
Bid Amount: \$500.00	Index Number: 20-02-403-011

Legal Description

Lot 8 in Marcus M. Brown's Subdivision of Lots 8 to 14 in Henry Furber's Woodlawn and Lake Shore Avenue Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1241 East 46th Street, Chicago, Illinois).

SECTION 2. The Department of General Services is authorized to refund the bid amount to the above bidder or heirs.

SECTION 3. This ordinance shall take effect and be in full force from the date of its passage.

AUTHORIZATION FOR CONVEYANCE OF PROPERTIES TO QUALIFIED PARTICIPANTS UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred four ordinances by the Department of Buildings authorizing the transfer of various properties pursuant to the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

3816 West Fillmore Street

.620 East Oakwood Boulevard

1131 -- 1133 South Sacramento Boulevard

4743 South Wabash Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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):

3816 West Fillmore Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 3816 West Fillmore Street.

Participant: Larry and Cindy Marshall.

Purpose: Rehabilitation.

Permanent Index Number: 16-14-320-018.

Legal Description

Lot 42 in L. E. Ingall's Subdivision of that part of Blocks 5 and 6 lying south of the right-of-way of the Wisconsin Central Railroad in Circuit Court Partition, being a subdivision of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

620 East Oakwood Boulevard.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 620 East Oakwood Boulevard.

Participant: Faith Posey.

Purpose: Rehabilitation.

Permanent Index Number: 20-03-201-037.

Legal Description

The east 20 feet of the west 45 feet of Lot 8 (excepting therefrom the north 8 feet thereof and also the south 10 feet thereof) in Block 2 in Cleaverville Addition, being a subdivision 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.

1131 -- 1133 South Sacramento Boulevard.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 1131 -- 1133 South Sacramento Boulevard.

Participant: Jerome Dickson, William Dickson and A.M. Dickson.

Purpose: Rehabilitation.

Permanent Index Number: 16-13-328-012.

Legal Description

The north half of Lot 14 and all of Lots 15 and 16 in Block 28 in Henneberry's Subdivision of Block 28 of G. W. Clarke's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

4743 South Wabash Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 4743 South Wabash Avenue.

Participant: Harlette S. Washington and Alvin L. Washington, Sr..

Purpose: Rehabilitation.

Permanent Index Number: 20-10-101-011.

Legal Description

Lot 16 (except the north 25.22 feet thereof) and the north 83/100 of a foot of Lot 15 in Block 2 in Anna Price's Subdivision of the northwest quarter of the northwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

REVOCATION OF PRIOR APPROVALS FOR CONVEYANCE OF
VARIOUS PROPERTIES AND AUTHORIZATION
FOR RECONVEYANCE TO SUBSTITUTE
PARTICIPANTS UNDER CHICAGO
ABANDONED PROPERTY
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of Buildings revoking prior approvals for conveyance of properties to various participants and substituting new participants under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations :

801 -- 813 South Springfield Avenue/3857 -- 3867 West Polk Street;

3839 West Van Buren Street; and

5147 South Wabash Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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):

*801 -- 813 South Springfield Avenue/
3857 -- 3867 West Polk Street.*

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Buildings ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to their unwillingness and/or inability to accept title, and that they be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned buildings(s) on

the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 801 -- 813 South Springfield Avenue/3857 -- 3867 West Polk Street.

Previous Ordinance Date: September 15, 1993.

Participant: Presentation Catholic Church Men's Organization.

Substitute Participant: Presentation Catholic Church Community in Action.

Purpose: Rehabilitation.

Permanent Index Number: 16-14-314-001.

Legal Description

Lots 24 and 25 in Cumming's Garfield Boulevard Addition being a subdivision of Lot 2 in Block 3 and Lot 2 in Block 4 in Circuit Court Partition of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

3839 West Van Buren Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program "C.A.P.P." to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Buildings ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to their unwillingness and/or inability to accept title, and that they be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 3839 West Van Buren Street.

Previous Ordinance Date: October 2, 1991.

Participant: Evette L. Bryant.

Substitute Participant: Teresa V. Blake.

Purpose: Rehabilitation.

Permanent Index Number: 16-14-113-004.

Legal Description

The west 17 feet of Lot 20 and the east 11.35 feet of Lot 21 in Block 13 in Lambert Tree's Subdivision of the west half of the northwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

5147 South Wabash Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the buildings(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Buildings ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to their unwillingness and/or inability to accept title, and that they be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned buildings(s) on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 5147 South Wabash Avenue.

Previous Ordinance Date: July 15, 1993.

Participant: Diane Isom.

Substitute Participant: Maxine Burney and Cornelius Burney.

Purpose: Rehabilitation.

Permanent Index Number: 20-10-301-062.

Legal Description

Lot 3 in Block 1 in Carswell's Subdivision of 5 acres in the northwest quarter of the southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

CONVEYANCE OF CITY-OWNED PROPERTY AT 1733 NORTH
KEDZIE AVENUE FOR USE IN CHICAGO HOUSING
AUTHORITY SCATTERED SITE PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 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 to convey the City-owned vacant property at 1733 North Kedzie Avenue for use in the Chicago Housing Authority Scattered Site 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 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shilier, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Housing Authority is required to implement the Chicago Housing Authority Scattered Site Program, which requires it to build housing for low- and moderate-income persons; and

WHEREAS, The Habitat Company ("Habitat") has been appointed by the United States District Court for the Northern District of Illinois as Receiver for the Chicago Housing Authority; and

WHEREAS, Habitat has proposed to construct housing pursuant to the above program on various parcels of land owned by the City of Chicago listed on Exhibit A attached hereto; and

WHEREAS, The City of Chicago ("City") is a home rule unit of government pursuant to the Illinois Constitution of 1970 and as such has the power to perform any function pertaining to its local government and affairs; now, therefore,

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

SECTION 1. The sale of vacant City-owned property for the express purpose of constructing housing pursuant to the Chicago Housing Authority Scattered Site Program pertains to the local government and affairs of the City.

SECTION 2. The conveyance of the parcel listed on Exhibit A, which is attached hereto and incorporated into this ordinance by this reference, to the Chicago Housing Authority in care of The Habitat Company, as Receiver, for One Dollar (\$1.00) per parcel is hereby approved.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest a quitclaim deed conveying the parcel upon the terms and conditions stated herein. Each deed shall be subject to the approval of the Corporation Counsel and it shall provide that in the event that the property is not developed in conjunction with the above mentioned

program within the time restrictions stated therein, the City shall have the right to re-enter and re-take possession of the property.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Lot 36 in Block 4 in the subdivision of Blocks 1, 2, 3 and 4 in Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1733 North Kedzie Avenue, Chicago, Illinois, Permanent Index No. 13-36-316-011).

CONVEYANCE OF SIX CHICAGO TAX REACTIVATION
PROPERTIES FROM WOODLAWN PRESERVATION
INVESTMENT CORPORATION TO CENTRAL
WOODLAWN LIMITED PARTNERSHIP.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the transfer of six Chicago Tax Reactivation properties from the Woodlawn Preservation Investment Corporation to the Central Woodlawn Limited Partnership, at the following locations:

6153 -- 6159 South Greenwood Avenue/1100 East 62nd Street;

6201 -- 6209 South Greenwood Avenue;

6156 -- 6158 South University Avenue;

6200 -- 6208 South University Avenue/1125 -- 1131 East 62nd Street;

6219 -- 6221 South University Avenue; and

1109 -- 1115 East 62nd 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On September 11, 1991, The City Council of the City of Chicago authorized the conveyance of the parcels of property set forth on Exhibit A attached hereto ("Parcels") to Woodlawn Preservation and Investment Corporation, an Illinois not-for-profit corporation ("W.P.I.C."), pursuant to the terms of the Chicago Tax Reactivation Program; and

WHEREAS, W.P.I.C. has requested permission from the City to convey the parcels to Central Woodlawn Limited Partnership, the general partners

of which are W.P.I.C. and Neighborhood Reinvestment Resources Corporation, an Illinois corporation; and

WHEREAS, The Department of Housing has reviewed the development proposal and supporting documentation for the Parcels by Central Woodlawn Limited Partnership and has determined that it is satisfactory; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The conveyance of the Parcels by W.P.I.C. to Central Woodlawn Limited Partnership is hereby approved.

SECTION 3. The Commissioner of Housing is authorized to execute on behalf of the City a Consent to the Assignment of the Redevelopment Agreement from W.P.I.C. to Central Woodlawn Limited Partnership, and all other documents which may be necessary to effectuate the conveyance, subject to the approval of the Corporation Counsel.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address	Property Index Number
6153 -- 6159 South Greenwood Avenue/ 1100 East 62nd Street	20-14-311-014
6201 -- 6209 South Greenwood Avenue	20-14-317-001
6156 -- 6158 South University Avenue	20-14-311-037
6200 -- 6208 South University Avenue/ 1125 -- 1131 East 62nd Street	20-14-317-016
6219 -- 6221 South University Avenue	20-14-318-030
1109 -- 1115 East 62nd Street	20-14-317-002

SALE OF PARCEL R-1 IN WOODLAWN REDEVELOPMENT AREA
TO RENAISSANCE/THRUSH-WOODLAWN, INC.
JOINT VENTURE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 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/Thrush-Woodlawn, Inc. 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 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 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, On July 15, 1993, the Plan Commission approved Resolution No. 93-CDC-29 for the sale of Parcel R-1 to the Developer; and

WHEREAS, The City Council passed an ordinance on August 4, 1993 (Council Journal of Proceedings, pages 36665 to 36669) approving the sale of Parcel R-1 to the Developer; and

WHEREAS, One of the joint venture partners, Home by Hemphill no longer has the financial capacity to perform in the project as evidenced by the attached letters (Attachments A and B); and

WHEREAS, Thrush-Woodlawn, Inc. is prepared to assume the functions and responsibilities in the project formerly held by Home by Hemphill as evidenced by the attached letter (Attachment C); and

WHEREAS, A new joint venture known as Renaissance/Thrush-Woodlawn, Inc. Joint Venture has been formed as of September, 1993, consisting of Woodlawn Preservation and Investment Corporation and Thrush-Woodlawn, Inc.; and

WHEREAS, All other conditions and aspects of the project shall remain as approved by the City Council; and

WHEREAS, The City Council has considered said Resolution of the Commission and the proposed amendment of Resolution No. 93-CDC-29 and substitution of joint venture partners as recommended therein, and it is the sense of the City Council that this substitution and subsequent 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/Thrush-Woodlawn, Inc. Joint Venture is hereby approved for 14,644.00 Dollars.

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/ 1006 -- 1008 East 62nd Street	20-14-310-014
1012 East 62nd Street	20-14-310-015
6106 -- 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 improvements 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.

Attachments "A", "B" and "C" to this ordinance read as follows:

Attachment "A".

Hemphill

August 31, 1993

Ms. Valerie Jarrett
Commissioner
City of Chicago
121 North LaSalle, Room 1000
Chicago, Illinois 60602

Dear Valerie:

It is with sincere regret that I and my firm, Home by Hemphill, Inc., find that we are unable to proceed with W.P.I.C. in the Woodlawn Development Renaissance-Hemphill project. I strongly believe in the potential success of this project but because of limited capital availability, I am unable to participate.

I have the utmost confidence in Victor Knight and his organization and confidently expect that he will find substitutes for my organization that the project will be a great accomplishment for not only W.P.I.C. but also for the City of Chicago.

I thank you and your department for all of the consideration and cooperation you have shown us.

Yours very truly,

Home By Hemphill, Inc.

(Signed) James D. Hemphill
President

JDH/jr

Attachment "B".

Woodlawn Preservation And Investment Corporation
822 East 63rd Street, Chicago, Illinois 60637
Telephone: (312) 363-4300
FAX: (312) 363-4308

September 9, 1993

Via Telecopier

Ms. Valerie Jarrett
Commissioner
City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602

Dear Ms. Jarrett:

Mr. James Hemphill of Home by Hemphill has indicated to the Woodlawn Preservation and Investment Corporation that his firm will be unable to

continue as W.P.I.C.'s joint-venture partner as described in our response to Request for Proposal dated April 27, 1993. Mr. Hemphill has indicated to me that his firm does not have the capital required as a 50-50 partner, as described in the Renaissance (W.P.I.C.)-Hemphill joint-venture agreement. Mr. Hemphill has made this known in his letter to you dated August 31.

W.P.I.C. has had discussions with other developers/home builders in an attempt to find one willing to step into Hemphill's shoes. Our meetings with several interested developers has lead us to select Thrush Development Corporation. Mr. George Thrush, president of Thrush Development, knows of W.P.I.C.'s efforts to revitalize Woodlawn. Thrush Development Corporation is willing to step into the shoes of Home by Hemphill and has agreed to be W.P.I.C.'s joint-venture partner to develop the twenty-eight (28) homes as described in our response to the R.F.P.. Thrush Development Corporation has an enviable track record in inner-city development. As you may know, Thrush is building homes under the City of Chicago New Homes Program. Thrush is also involved in a major development at Dearborn Park.

Thrush Development Corporation, by this date, will have submitted all the pertinent documents necessary for consideration as a replacement for Home by Hemphill. It is W.P.I.C. and Thrush's intent to keep to the original schedule, as much as possible, which means we are looking to start construction on the model home in October 1993.

Please let me know if additional information is needed.

Sincerely,

(Signed) Victor H. Knight
Executive Director

cc: Dr. Arthur M. Brazier

Attachment "C".

Thrush Development Company
357 West Chicago Avenue
Chicago, Illinois 60610
Telephone: (312) 787-5580

September 8, 1993

Ms. Amy Lozano
City of Chicago
Department of Planning and Development
24 East Congress Parkway
Chicago, Illinois 60605-1226

Re: Substitution of Thrush Woodlawn, Inc. documents to create Renaissance Thrush Redevelopment Joint Venture Proposal for Woodlawn Redevelopment Area.

Dear Ms. Lozano:

Enclosed are the following documents, as well as a certified check for \$700.00:

1. Certificate of Non-Collusion.
2. Anti-Apartheid Affidavit.
3. Anti-Scofflaw Affidavit.
4. Anti-Lobbying Certificate.
5. Ethics Certificate.
6. Statement to create an Affirmative Action Plan.
7. Acknowledgement of Special Conditions.
8. Disclosure of Ownership Interest.
9. Developer's Statement of Qualifications.
10. Redevelopment Cost Estimates.

11. Pro Forma Assumptions.
12. Offer to Purchase Land.
13. Certificate Regarding Suspension and Disbarment.

I have completed these documents to be substituted for the documents previously submitted by Homes by Hemphill. An additional Disclosure of Ownership Interest, signed by the W.P.I.C. will be submitted as soon as possible.

Should you have any questions, or need anything further, please contact me.

Sincerely,

(Signed) Nancy McFadden

/nm

REPEAL OF ORDINANCE WHICH AUTHORIZED CONSTRUCTION
EASEMENT AND AUTHORIZATION FOR ACQUISITION OF
FEE SIMPLE INTEREST IN PROPERTY BOUNDED BY
WEST 79TH STREET, SOUTH EGGLESTON AVENUE,
SOUTH NORMAL AVENUE AND WEST
WINNECONNA PARKWAY FOR
CONSTRUCTION OF WATER
SUPPLY TUNNEL
EXTENSION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 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 Water establishing authority for the acquisition of certain parcels of land in connection with the construction of a

water supply tunnel extension, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On March 8, 1993, the City Council of the City of Chicago passed an ordinance authorizing the acquisition of a construction easement on certain property located in an area bounded by West 79th Street, South Eggleston Avenue, South Normal Avenue and West Winneconna Parkway (Council Journal of Proceedings at pages 29456 to 29459); now, therefore,

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

SECTION 1. The ordinance passed by the City Council on March 8, 1993 authorizing the construction easement referred to above is hereby repealed.

SECTION 2. The acquisition of a fee simple interest in real property described in Exhibit A attached hereto and made a part hereof ("Property") which is generally located in an area bounded by West 79th Street, South Eggleston Avenue, South Normal Avenue and West Winneconna Parkway is

necessary in order to accomplish the public purpose of having a water supply tunnel in the right-of-way of West 79th Street.

SECTION 3. The necessity of a water supply tunnel and the acquisition of the fee simple interest in the real property necessary to accomplish such a need pertains to the local government and affairs of the City of Chicago and is for a public purpose.

SECTION 4. Located on the Property are a six-story masonry constructed building, a two-story masonry constructed residential structure, and a two-frame constructed garage type structures, all of which are deteriorated, dilapidated, abandoned, unoccupied, and injurious to the public welfare.

SECTION 5. The acquisition of the above cited abandoned structures is necessary, advantageous and desirable for the public welfare.

SECTION 6. The Commissioner of General Services ("Commissioner") is authorized and directed to acquire a fee simple interest in the Property as described herein. In the event that the Commissioner is unable to acquire this interest in real property from the owners or parties interested in the Property voluntarily, the Corporation Counsel is authorized to file a complaint to condemn to acquire such interest in real property by the exercise of the power of eminent domain.

SECTION 7. The Commissioner is authorized to execute such documents as may be necessary to accomplish the acquisition authorized herein upon the approval of the Corporation Counsel.

SECTION 8. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Parcel 1:

Lots 1 to 6, both inclusive, and Lot 18 in the resubdivision of Block 14 in Auburn Park in Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, and also the vacated alley lying south of and adjoining Lot 3 aforesaid and lying between Lots 6 and 18 in the aforesaid resubdivision, in Cook County, Illinois.

Parcel 2:

Lots 1 to 11, both inclusive, in Shutterly's Resubdivision of Lots 7 to 17 in the resubdivision of Block 14 in Auburn Park in Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 5148 SOUTH ARCHER AVENUE FOR CHICAGO
PUBLIC LIBRARY.
(Archer Branch)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease at 5148 South Archer Avenue for the Chicago Public Library, Archer Branch (Lease No. 19022), 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 with Corina Parga, as Lessor, for approximately 1,527 square feet of office space located at 5148 South Archer Avenue, for use by the Chicago Public Library, as Lessee, such lease to be approved by the President of the Chicago Public Library and the Commissioner of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2
of this ordinance].

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement attached to this ordinance reads as follows:

Lease Agreement.

This lease is entered into this _____ day of _____, 1993, by and between Corina Parga ("Landlord") and the City of Chicago, an Illinois municipal corporation ("Tenant").

Recitals.

Whereas, Corina Parga is the owner of the premises commonly known as 5148 South Archer Avenue, Chicago, Illinois; and

Whereas, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord approximately 1,527 square feet located at 5148 South Archer Avenue for use by the Chicago Public Library, Archer Branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises ("Premises"):

Approximately 1,527 square feet of office space.

The Premises are located on that certain parcel of real estate in Chicago, Cook County, Illinois.

Section 2.

Term.

The term of this lease ("Term") shall commence on January 1, 1993 ("Commencement Date") and shall end on December 31, 1996, unless sooner terminated as set forth in this Lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay rent for the Premises in the amount of:

Eight Hundred Dollars (\$800.00) per month for the period beginning on the first day of January, 1993 and ending on the 31st day of December, 1993;

Eight Hundred Fifty Dollars (\$850.00) per month for the period beginning on the first day of January, 1994 and ending on the 31st day of December, 1996;

Rent shall be paid to Landlord at 7. Swallow Court, Woodridge, Illinois 60517, or at such place as Landlord may hereby designate in writing to Lessee.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, water charges, sewer charges, and other levies assessed against the Premises.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, power and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specified that Landlord shall pay.

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 ("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 survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within fifteen (15) days after written notice thereof sent by Tenant, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this Lease. Landlord shall have right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgages, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the premises or to this use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law, and provided that Tenant has obtained the prior written consent of Landlord.

Section 5.

Assignment, Sublease, And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this Lease. On or before the Commencement Date, and thereafter not less than thirty (30) days prior to the expiration date of each expiring Liability Insurance policy, Landlord shall deliver to Tenant an original copy of the new or renewal Liability Insurance policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord and Tenant as named insured, and shall be obtained from and maintained with a reputable and

financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord, its agents and employees, harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Landlord by reason or on account of damage to the Premises or injury to or death of any person, arising from Tenant's use and occupancy of the Premises including acts of Tenant's agents, contractors, and subcontractors. Tenant shall also indemnify and hold Landlord, its agents and employees, harmless against any penalty, damages or charge imposed for any violation of any federal, state and municipal laws or ordinances occasioned by neglect of Tenant.

6.5 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligation under this Lease provided that Tenant has provided Landlord with proper and timely written notice. Landlord not having actual knowledge of any defective conditions shall be an absolute defense in any action against Landlord for breach of any covenant based upon duties of Landlord to maintain premises.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's sole opinion, the Premises are rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall

forthwith repay to Tenant all prepaid rent. If Tenant does not exercise this option, Landlord shall, at Landlord's own expense, perform as rapidly as circumstances permit such rebuilding and repairs as may be necessary to restore the Premises to their former condition within one hundred eighty (180) days or sooner. From the date of such damages until such restoration is completed, there shall be a pro rata abatement of rent to the extent of the period that the Premises are untenable. After Premises are restored and after written notice to Tenant from Landlord rent shall commence seven (7) days from date of notice. Unreasonable delay on Landlord's part in commencing or carrying out repairs following damage or destruction shall entitle Tenant to terminate this lease as of the date of such damage or destruction.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to Tenant.

*Section 9.**Holding Over.*

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only, as agreed for the period beginning January 1, 1997.

*Section 10.**Miscellaneous.*

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant 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:

Assets Manager
Department of General Services
Office of Assets Management
510 North Peshtigo Court
Room 303
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Ms. Corina Farga
7 Swallow Court
Woodridge, Illinois 60517

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties and their representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Landlord and/or Tenant shall have the right to terminate this Lease with one hundred eighty (180) days prior written notice during the term of this Lease.

10.11 Force Majeure.

When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this Lease shall:

11.1 Provide for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition excluding first Two Hundred Dollars (\$200.00) annually.

11.2 Provide for air conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M.) Sundays and holidays, if necessary, whenever air conditioning shall be required for comfortable occupancy of the Premises and maintain plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.3 Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this Lease shall:

12.1 Replace any broken plate glass on first floor of said Premises during term of Lease which is not caused by negligence of Landlord.

12.2 Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3 Repair any electrical wiring or fixtures that have been installed by Tenant.

12.4 Tenant reserves the right to make such alterations in the bulkheads of the front windows as may be necessary to Tenant.

12.5 Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state and municipal laws.

12.6 Upon the termination of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this Lease, with normal wear and tear taken into consideration.

12.7 Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed 2 feet x 2 feet in size.

12.8 Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

12.9 Tenant, or any of his or her agents or employees, shall not perform or permit any practice that may damage the reputation of or otherwise be injurious to the Premises or neighborhood, or be disturbing to other Tenants, be illegal, or increase the rate of insurance on the Premises.

12.10 Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier, not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detector in the Premises in accordance with applicable law.

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: _____	_____ Assets Manager

Approved As To Form And Legality:

Corporation Counsel

Commissioner of the Chicago
Public Library

President of the Chicago Public
Library

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 1371 -- 1373 WEST CHICAGO AVENUE
FOR CHICAGO PUBLIC LIBRARY.
(Eckhart Park Branch)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease at 1371 -- 1373 West Chicago Avenue for Chicago Public Library, Eckhart Park Branch (Lease No. 19028), 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 Jerald I. Much, agent for beneficiaries of American National Bank and Trust Company of Chicago, Trust No. 110158-07, dated January 4, 1990, as Lessor, for approximately 3,709 square feet of ground floor space located at 1371 -- 1373 West Chicago Avenue, for use by the Chicago Public Library (Eckhart Park Branch), as Lessee, such lease to be approved by the Commissioner and the President of the Chicago Public Library 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 38982 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: North Avenue Building Account, c/o Jerald I. Much, 6677 North Lincoln Avenue, Suite 210, Lincolnwood, Illinois 60645.

Rental Payment Provisions.

Lessee shall pay monthly rent for said premises during the continuance of this lease at the rate of:

Three Thousand Eighty-seven and 14/100 Dollars (\$3,087.14) per month for the period beginning on the 1st day of August, 1993 and ending on the 31st day of July 1994;

Three Thousand One Hundred Ninety-five and 92/100 Dollars (\$3,195.92) per month for the period beginning on the 1st day of August, 1994 and ending on the 31st day of July 1995;

Two Thousand Nine Hundred Fifty-four and 84/100 Dollars (\$2,954.84) per month for the period beginning on the 1st day of August, 1995 and ending on the 31st day of July 1996;

Three Thousand Ten and 47/100 Dollars (\$3,010.47) per month for the period beginning on the 1st day of August, 1996 and ending on the 31st day of July 1997;

Three Thousand One Hundred and 11/100 Dollars (\$3,100.11) per month for the period beginning on the 1st day of August, 1997 and ending on the 31st day of July 1998.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to North Avenue Building Account, c/o Jerald I. Much, 6677 North Lincoln Avenue, Suite 210, Lincolnwood, Illinois 60645.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Within sixty (60) days of the execution of this lease complete the following repairs or renovations:

Install all new H.V.A.C. System.

Rear door to Room No. 2 to be activated and equipped with a Panic Bar/Alarm.

Rehang main entrance door (Room No. 1) to swing out.

Rehang front door to Room No. 3 to open out. Replace door glass with metal finish on both sides; color: bronze.

Rehang front door to Room No. 4 to open out and to be equipped with a panic bar/alarm. Replace door glass metal finish both sides; color: bronze.

Install lighted exit signs above exit doors.

Install lighted exit sign over doorway leading from Room No. 1 to Room No. 3.

Install in Rooms No. 1 and No. 2 a new drop ceiling with two (2) foot by four (4) foot lay-in panels and new and improved recessed lighting with recessed fixtures.

Repair flooring in Room No. 4 as needed.

Carpet Rooms No. 2, No. 3 and No. 4 (except the east half of Room No. 3 to remain as is). Install ceramic tile at entrance of No. 1 (approximately 75 square feet).

Clean up bathrooms in Rooms No. 3 and No. 4 by installing new tile flooring, new baseboards, and decorating.

Provide two (2) handicapped accessible bathrooms per architect's sketch, including all new fixtures, new hardware, commercial grab bar, exhaust fan and ceramic or quarry tile.

Install tile flooring where necessary.

Clean and paint basement area under Room No. 1 to provide for additional storage for the library's private use.

Install additional electrical outlets near circulation desk.

Provide for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition. Except for damage caused by acts of vandalism from Lessee or any of its agents and clients.

Provide for central air conditioning daily from 8:00 A.M. to 7:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever air conditioning shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition. Except for damage caused by acts of vandalism from Lessee or any of its agents and clients.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide, pay and maintain fire extinguisher for 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 certificate of insurance and naming the City of Chicago as additional insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should the above described policy 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.

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, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for air conditioning and gas as metered for heating purposes and hot water.

Provide decorating when necessary, decorating to be determined by Lessee.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of 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.

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.

Additional clauses to be included in lease:

- R-1 In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease.
- R-2 Use of Premises: Lessee shall use and occupy the premises for the use of a library and for no other use or purpose.
- R-3 Rules and Regulations: Lessee agrees to observe the reservations to Lessor contained in Paragraph R-4 hereof and agrees, for itself, its employees and agents, to comply with the rules and regulations as shall be adopted by Lessor pursuant to Paragraph R-4 of this lease.
- R-4 Rights Reserved to Lessor: Lessor reserves the following rights, exercisable without notice and without liability to Lessee, 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 set off or abatement of 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 the location of the identification sign or lettering for the premises occupied by the Lessee.
 - C. 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.
 - D. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion, or threat thereof, Lessor reserves the right to reasonably limit or prevent access to the building during the continuance of the same, or otherwise take such reasonable 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 and paid for by Lessor.
- R-5 Cancellation Option: Lessee reserves the right to terminate this lease with sixty (60) days prior written notice during the term of the lease after three (3) years from August 1, 1993.
- R-6 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. 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.
 - C. 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.

- D. No member of the Chicago Public Library 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 reasonably liable in the event of any default or breach by the City.
- E. 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.

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 1734 SOUTH CLARK STREET FOR DEPARTMENT
OF STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

(Continued on page 38983)

Lease Agreement For 1371 -- 1373 West Chicago Avenue.

LEASE-Short Form Lease No. 19028 Form C O No. 10 City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____ between Jerald I. Much, Agent for Beneficiaries of American National Bank and Trust Company of Chicago, Trust No. 110158-07, Dated January 4, 1990 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 City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 3,709 square feet of ground floor space located at 1371-73 West Chicago Avenue, for use by the Chicago Public Library (Eckhart Park Branch).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 1993, and ending on the 31st day of July A. D. 1998. Lessee has the right to terminate this lease upon sixty (60) days prior written notice anytime after August 1, 1996.

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 Jerald I. Much, 6677 North Lincoln Ave., Suite 210, Lincolnwood, IL 60645 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, 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 Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within sixty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____ Assistant Corporation Counsel, Real Estate _____ Asset Manager,

By: _____ Commissioner of the Chicago Public Library

By: _____ President of the Chicago Public Library

By: _____ Jerald I. Much, Agent for Beneficiaries of American National Bank & Trust Company of Chicago, Trust No. 110158-07, Dated 1/4/90.

By: _____ American National Bank & Trust Company of Chicago, Trust No. 110158-07, Dated 1/4/90.

By: _____ Commissioner of General Services

(Continued from page 38981)

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 1734 South Clark Street for the Department of Streets and Sanitation (Lease No. 13025), 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 the beneficiaries of Western Springs National Bank and Trust of Illinois Trust, Trust No. 3115, dated March 15, 1989, as Lessors, for the entire building which consists of approximately 25,536 square feet and 34,000 square feet of improved/parking area located at 1600 -- 1760 South Clark Street, also known as 1734 South Clark Street, for use by the Department of Streets and Sanitation, as an operations station and salt station, as Lessee, such lease to

be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Renewal of Lease Agreement attached to this ordinance
printed on page 38989 of this Journal].

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Renewal of 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, Real Estate, 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: John N. Rentas, 1040 North Lake Shore Drive, Apartment 4B, Chicago, Illinois 60611.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Fourteen Thousand and no/100 Dollars (\$14,000.00) per month for the period beginning on the 1st day of June, 1993 and ending on the 31st day of May, 1998.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to 1734 South Clark Building Account, c/o Ted Nicholas, 880 North Lake Shore Drive, Apartment 25-G, Chicago, Illinois 60611.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide the following prior to execution of Lease:

Repair roof where necessary.

Replace broken glass in all existing windows when necessary.

Provide for hot and domestic water, maintain plumbing and equipment in good operable condition.

Provide for central air conditioning, maintain plant and equipment in good operable condition.

Provide and pay for prompt removal of snow from sidewalks which immediately abut said demised premises.

Provide and pay for exterminator service when necessary.

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.

Comply at all times with the provisions of the Chicago Municipal Code in the repairs, construction and maintenance of the demised premises.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of

any kind; or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Provide and maintain overhead door remote control mechanism except where damage was a result of damage to attached garage doors.

Lessee under this lease shall:

Pay for electricity as metered within demised premises including electricity for air conditioning.

Pay for heat and water.

Not construct any building or structures on said premises without prior written consent from Lessor.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of 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.

Indemnify and hold Lessor harmless against all liabilities, judgments costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the property of the Lessor or injury to or death of any person, arising from Lessee's direct use and occupancy of any of the operations at said premises including acts of its agents, contractors and subcontractors. Any final judgments rendered against Lessor for any cause of which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Only use the demised premises solely for the parking of City of Chicago trucks, and other similar vehicles belonging to or used by the Lessee in operation of any incident to Lessee's business; and for private parking of motor vehicles owned by Lessee's officers, agents, servants, employees, tenants, customers or suppliers. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and trucks for profit.

Not (a) assign or convey this lease or any interest under it, (b) allow and transfer hereof any lien upon Lessee's interest by operation of Law, (c) sublet the premises or any part thereof, (d) permit the use of occupancy

of the premises or any part thereof by anyone other than Lessee and for those purposes specified in the above paragraph, without, in each and every case obtaining the prior written approval of the Lessor.

Lessee shall be responsible for the repair and maintenance of the following attached fixtures during term of lease:

- air compressors;
- engine exhaust system;
- fresh air ventilation; and
- all overhead garage doors.

Additional clauses to be included in lease:

Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, if employees, agent or servants.

In case said premises and or any portion thereof shall be rendered untenable by fire or other casualty during said term, Lessor may commence rebuilding said premises within thirty (30) days of said fire or casualty and shall complete such repairs within ninety (90) days of said fire or casualty. If rebuilding shall not commence within thirty (30) days of the fire or other casualty, or if said premises shall not be completely repaired within a ninety (90) day period, or is said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated. In the event of such a termination of this Lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall commence rebuilding within the above cited thirty (30) days, Lessee shall be excused from payment of rent for that portion of the premises rendered untenable for the period of such rebuilding.

Lessee can place salt pile at north part of parking area during term of lease.

The right of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens of such mortgage or mortgages as shall be requested by Lessor.

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee, and the failure continues 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 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 with written notice by certified or registered mail at the address cited herein.

No member of the Department of Streets and Sanitation, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in 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 other 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.

In addition to the rental payments herein specified the Lessee shall pay and be responsible for any increase in the general real estate taxes covering the leased premises over and above Forty Thousand and no/100 Dollars (\$40,000.00) and not to exceed Fifty-five Thousand and no/100 Dollars (\$55,000.00). Said sums shall be treated as additional rent and shall be payable within forty-five (45) days following the issuance of the tax bill and after Lessor has submitted a copy of the appropriate years tax bill to the Lessee.

Lease Agreement To 1734 South Clark Street.

LEASE-Short Form Lease No. 13025 Form C O No. 11 City of Chicago

This Agreement, Made this... day of... between...

The Beneficiaries of Western Springs National Bank and Trust of Illinois

A. D. 19... between Trust, Trust No. 3115, Dated March 15, 1989... as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: for the entire building which consists of approximately 25,536 square feet and 34,000 square feet of improved parking area located at 1600-1760 South Clark a/k/a 1734 South Clark Street for use by the Department of Streets and Sanitation as an operations station and salt storage.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 19 93, and ending on the 28th day of February A. D. 1998. Lessee has the right to terminate this lease upon thirty (30) days prior written notice at anytime after thirty-six (36) months from March 31, 1993.

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 John N. Rentas, 1040 North Lake Shore Dr., #4B, Chicago, IL 60611 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof.

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at 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 Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Assistant Corporation Counsel, Asset Manager, Real Estate

By: Ted Nicholas, agent for beneficiaries of Western Springs National Bank and Trust of Illinois Trust, Trust No. 3115, Dated March 15, 1989.

Approved: Commissioner, Department of Streets and Sanitation

By: Western Springs National Bank and Trust of Illinois Trust, Trust No. 3115, Dated March 15, 1989. Commissioner of General Services

COMMITTEE ON HUMAN RELATIONS.

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF ADVISORY COUNCIL ON GAY
AND LESBIAN ISSUES.

The Committee on Human Relations submitted the following report:

CHICAGO, October 7, 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, appointing Laura Rissover, Shelton R. Watson, Jane Moore, Jan Berger, Lisa Pickens and Ernest Hite to the Advisory Council on Gay and Lesbian Issues, begs leave to recommend that Your Honorable Body *Approve* the said appointments 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 submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Laura Rissover, Mr. Shelton R. Watson, Ms. Jane Moore, Jan Berger and Ms. Lisa Pickens 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

COMMITTEE ON LICENSE AND
CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND
023 OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT
ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR
AND PACKAGE GOODS LICENSES ON
PORTION OF WEST LAWRENCE
AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 7, 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 July 14, 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 liquor for consumption on premises and the sale of alcoholic package goods in designated portions of the 40th 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 Schuller, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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:

* * * * *

West Lawrence Avenue (north side only) from North Rockwell Street to North Francisco 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:

* * * * *

West Lawrence Avenue (north side only) from North Rockwell Street to North Francisco Avenue;

* * * * *

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF
MUNICIPAL CODE OF CHICAGO TO PROHIBIT
ISSUANCE OF ADDITIONAL PACKAGE
GOODS LICENSES ON PORTIONS
OF NORTH BROADWAY AND
WEST SUNNYSIDE
AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 7, 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 Helen Shiller (which was referred on August 4, 1993), amending Section 4-60-023 of the Municipal Code of Chicago, prohibiting the issuance of new liquor licenses for the sale of alcoholic package goods in designated portions of the 46th 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 Section 2 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 4-60-023 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:

* * * * *

North Broadway (both sides), from West Wilson Avenue to West Sunnyside Avenue, and on West Sunnyside Avenue from North Broadway to North Sheridan Road;

* * * * *

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

AMENDMENT OF TITLE 4, CHAPTER 232, SECTION 080(d) OF
MUNICIPAL CODE OF CHICAGO TO REQUIRE VALET
PARKING ATTENDANTS TO PROVIDE NUMBERED,
TIME STAMPED RECEIPTS TO VEHICLE
OWNERS AND TO ISSUE PRINTED
STATEMENT WITH REGARD
TO LIABILITY INSURANCE
AS REQUIRED BY LAW.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 7, 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 Burton Natarus (which was referred on September 15, 1993) amending Title 4, Section 4-232-080(d) of the Municipal Code of Chicago as it relates to the rules and regulations governing valet parking, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 Municipal Code of Chicago Title 4, Section 4-232-080 (d) be and the same is hereby amended by adding the language in italics as follows:

4-232-080 Rules And Regulations.

* * * * *

(d) All valet parking attendants must upon taking custody of a patron's vehicle, issue a *numbered* receipt to the customer containing the name, address and telephone number of the company providing the valet service, *a statement that the company has liability insurance as required by Section 4-232-070 (b) of the Municipal Code of Chicago, the charge for the valet service, and the time and date the valet parking operator took custody of the vehicle. When valet parking attendant returns custody of the vehicle to the*

owner, the attendant must time stamp the receipt with the time and date the valet parking operator surrendered custody of the vehicle, and return it to the patron.

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

PROHIBITION OF PEDDLING WITHIN BOUNDARIES OF
THIRTY-EIGHTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 7, 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 Thomas Allen (which was referred on September 15, 1993) restricting peddling in the 38th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed 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 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 district defined as follows:

All that area enclosed by a line beginning at the intersection of North Normandy Avenue and West Belmont Avenue; thence north on North Normandy Avenue to West Roscoe Street; thence east on West Roscoe Street to North Natoma Avenue; thence north on North Natoma Avenue to West Addison Street; thence west on West Addison Street to North Oak Park Avenue; thence north on North Oak Park Avenue to West Grace Street; thence west on West Grace Street to North Oriole Avenue; thence north on North Oriole Avenue to West Forest Preserve Avenue; thence southwest on West Forest Preserve Avenue to North Ottawa Avenue; thence north on North Ottawa Avenue to West Irving Park Road (city limit line); thence east on West Irving Park Road along the city limit line to North Harlem Avenue (city limit line); thence north on North Harlem Avenue along the city limit line to West Forest Preserve Avenue (city limit line); thence northeast on West Forest Preserve Avenue along the city limit line to West Montrose Avenue (city limit line); thence east on West Montrose Avenue along the city limit line to North Narragansett Avenue (city limit line); thence north on North Narragansett Avenue along the city limit line to West Gunnison Street; thence east on West Gunnison Street to North Austin Avenue; thence southeast and south on North Austin Avenue to West Eastwood Avenue; thence east on West Eastwood Avenue to North Central Avenue; thence south on North Central Avenue to West Montrose Avenue; thence east on West Montrose Avenue to North Linder Avenue; thence south on North Linder Avenue to West Cullom Avenue; thence east on West Cullom Avenue to North Laramie Avenue; thence south on North Laramie Avenue to West Warwick Avenue;

thence east on West Warwick Avenue to North Leclair Avenue; thence north on North Leclair Avenue to West Grace Street; thence east on West Grace Street to North Cicero Avenue; thence north on North Cicero Avenue to West Irving Park Road; thence east on West Irving Park Road to the Chicago and Northwestern Railroad; thence north along the Chicago and Northwestern Railroad to the southerly extension of North Knox Avenue; thence northwest on the southerly extension of North Knox Avenue and North Knox Avenue to the John F. Kennedy Expressway (I-90); thence southeast on the John F. Kennedy Expressway (I-90) to North Tripp Avenue extended; thence south on North Tripp Avenue extended and North Tripp Avenue to West Addison Street; thence west on West Addison Street to North Milwaukee Avenue; thence southeast on North Milwaukee Avenue to North Kildare Avenue; thence south on North Kildare Avenue to West Roscoe Street; thence west on West Roscoe Street to North Kenton Avenue; thence north on North Kenton Avenue to West Addison Street; thence west on West Addison Street to North Cicero Avenue; thence south on North Cicero Avenue to West School Street; thence west on West School Street to North Lockwood Avenue; thence south on North Lockwood Avenue to West Belmont Avenue; thence west on West Belmont Avenue to the place of beginning.

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

**COMMITTEE ON TRANSPORTATION AND
PUBLIC WAY.**

**AMENDMENT OF TITLE 2, CHAPTER 24 OF MUNICIPAL CODE OF
CHICAGO BY ADDITION OF NEW SECTION 041 AUTHORIZING
COMMISSIONER OF CONSUMER SERVICES TO PROMULGATE
AND ENFORCE RULES OR REGULATIONS REGARDING
HEALTH AND SAFETY OF PASSENGERS ON
TOUR BOATS AND WATER TAXIS.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 adding a new Section 2-24-041 of the Municipal Code of the City of Chicago, calling for the Commissioner of Consumer Services to promulgate and enforce rules or regulations applicable to water taxis and tour boats designed to protect and promote the health, safety and welfare of passengers who embark on and disembark from water taxis and tour boats in the City of Chicago. This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Consumer Services currently exercises numerous responsibilities relating to the protection of consumer interests in the City of Chicago; and

WHEREAS, The interests of members of the public who use water taxis and tour boats in the City of Chicago should be protected; and

WHEREAS, Health and safety requirements should be established with respect to water taxis and tour boats that operate in the City of Chicago; now, therefore,

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

SECTION 1. A new Section 2-24-041, shall be added to the Municipal Code of Chicago as follows:

2-24-041 Water Taxis And Tour boats.

The Commissioner of Consumer Services may promulgate and enforce rules or regulations applicable to water taxis and tour boats designed to protect and promote the health, safety and welfare of passengers who embark on and disembark from water taxis and tour boats in the City of Chicago. The Commissioner may establish fines, not to exceed \$500 per offense, for violations of the regulations promulgated pursuant to this Section. For purposes of this section, "water taxi" and "tour boat" shall be defined as set forth in Section 4-4-311 of this Code.

SECTION 2. This ordinance shall be effective upon its passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 4 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SECTION 311 AUTHORIZING
DEPARTMENT OF REVENUE TO COORDINATE ENFORCEMENT
OF MUNICIPAL CODE PROVISIONS REGARDING TOUR BOATS
AND WATER TAXIS AND TO NEGOTIATE AGREEMENTS
FOR USE OF CITY REAL ESTATE BY OPERATORS OF
TOUR BOATS AND WATER TAXIS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 adding a new

Section 4-4-311 to Title 4 of the Municipal Code of the City of Chicago, calling for the Department of Revenue to take all necessary steps, including coordination of activities by other city departments and agencies, to ensure that the provisions of the Municipal Code applicable to tour boats and water taxis are enforced. This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Revenue exercises the responsibility for licensing, auditing and otherwise regulating numerous business enterprises in the City of Chicago; and

WHEREAS, The Department of Revenue should assume responsibility for coordinating the enforcement of various code provisions applicable to water taxis and tour boats; and

WHEREAS, The Department of Revenue should be responsible for negotiating agreements for the use and occupancy of real estate with operators of tour boats and water taxis; now, therefore,

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

SECTION 1. A new Section 4-4-311 shall be added to Title 4 of the Municipal Code of Chicago as follows:

4-4-311 Tour Boats And Water Taxis -- Responsibility For Use Agreements And Code Enforcement.

The Director of the Department of Revenue, or his or her designee, may take all necessary steps, including the coordination of activities by other City departments and agencies, to ensure that provisions of the Municipal Code applicable to tour boats and water taxis are enforced. The Department of Revenue may conduct audits to ensure that taxes, fees and other accounts payable by tour boat and water taxi operators to the City are collected in a timely fashion. Notwithstanding any provision of the Municipal Code to the contrary, the Department of Revenue may, subject to approval of the City Council, negotiate one or more agreements for the use and occupancy of the City-owned real estate along any waterway if such real estate is used exclusively for the purpose of conducting a tour boat and/or water taxi business. Any agreement entered into in accordance with this section shall be pursuant to a competitive bidding scheme established by regulation. Such competitive bidding scheme shall not affect the authority of the City to negotiate with a highest bidder relating to the terms of use and occupancy other than price. The Director of Revenue may promulgate and enforce rules or regulations to effectuate the purposes of this section.

For purposes of this section, a "tour boat" shall refer to any boat other than a water taxi that picks up and drops off passengers for a fee. A "water taxi" shall refer to any vessel for hire at pre-arranged rates of fare which is operated between a point of origin and a destination point different from the point of origin.

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

**AUTHORIZATION FOR CHILDREN'S MEMORIAL MEDICAL CENTER
TO INSTALL, MAINTAIN AND OPERATE FIBER OPTIC
INTEROFFICE TELECOMMUNICATIONS
SYSTEM IN PUBLIC WAY.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 the Children's Memorial Medical Center to install, maintain and operate a telecommunications system in the 43rd Ward. This ordinance was referred to the committee on October 4, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems consisting of fiber optic, copper and coaxial cables for internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems in the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems, in the public ways for internal use and not for sale, resale, exchange or lease; and

WHEREAS, Children's Memorial Medical Center ("Grantee"), is an Illinois not-for-profit organization which is authorized and engaged in the endeavor of providing medical, educational and charitable services and activities; and

WHEREAS, Grantee wishes to receive City Council permission and authority to construct, maintain and operate a two-way high-speed private line telecommunications system in the public ways of the City for internal use and not for sale, resale, exchange or lease; and

WHEREAS, Grantee's telecommunications system will be used solely to further the tax exempt and/or not-for-profit or charitable purpose of Grantee and not for sale, resale, exchange or lease nor with the objective of generating profit, now, therefore,

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

SECTION 1. Definitions.

Section 1.1

"Annual Fee" shall mean the amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six Dollars (\$6.00) per conduit per linear foot of conduit occupied or authorized to be occupied by Grantee's System along the Authorized Routes in the Public Ways of the City.

Section 1.2

"Authorized Routes" shall mean the linear routes within specified Public Ways which Grantee is authorized to use, subject to the requirements and limitations of this ordinance, for the purpose of operating, maintaining, renewing and repairing its System, as set forth in Exhibit 1 attached hereto and made a part hereof.

Section 1.3

"Cable Conduit" shall mean the per linear foot of conduit occupied or authorized to be occupied by Grantee's System along the Authorized Routes.

Section 1.4

"Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Section 4-48 of the Code in order to operate, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute to members of the public who subscribed therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3) incidental subscriber interaction required for the selection of such programming and information.

Section 1.5

"Code" shall mean the Municipal Code of Chicago, as amended.

Section 1.6

"Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's System. A Contractor may be an Affiliate.

Section 1.7

"Interoffice Telecommunications Services" or "Services" shall mean the transmission of primarily networked communications signals (including the collection, storage, forwarding, private switching and delivering of such signals point-to-point between separate locations within the System), provided that the term "Services" shall not include: (i) the provision of programming and other services that would constitute Grantee as a Cable Television System, (ii) the sale, resale, lease or exchange of telecommunications facilities or services to or with Third Parties or (iii) the operation of a public switched network. The term "Services", as used herein, shall include the transmission and distribution of internal educational audio and visual programming described in Section 2.1.3. The limitation concerning "operation of a public switched network", as used herein, shall not preclude, restrict or limit interconnection of the

Grantee's Network to any public switched telephone network or other facility operated by a telecommunication carrier authorized by the State of Illinois and the City to operate such public switched network or facilities in the City.

Section 1.8

"Interoffice Telecommunications System" or "System" shall mean a system occupying 1,406 linear feet along the Authorized Routes, consisting primarily of fiber optic, copper and coaxial cables, designed and operated by Grantee solely to provide Services by means of electromagnetic, including light transmission, together with all related instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services and appurtenances; provided that no portion of a System shall constitute all or any portion of a Cable Television System, or shall be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or Third Parties. Grantee's System is set forth in Exhibit 1.

Section 1.9

"Not-For-Profit Private Telecommunications System" or "System" shall mean a private network designed and operated by Grantee solely to provide Interoffice Telecommunications Services to Grantee's facilities and to the Affiliates for their use and not with the intent of generating profits, which System uses electromagnetic, including light transmission, all related instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services and related appurtenances; provided that no portion of Grantee's System shall (i) constitute all or any portion of a Cable Television System, (ii) constitute a public switched network, or (iii) be used to sell, resell, lease or exchange Services or facilities to or with Third Parties.

Section 1.10

"Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way, including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's System.

Section 1.11

"Risk Management" shall mean the City Comptroller's Office of Risk Management.

Section 1.12

"Third Parties" shall mean any individual, partnership, corporation or entity.

SECTION 2. Grant Of Rights; Restrictions.

Section 2.1 Grant Of Rights.

Subject to Section 3.4, the City hereby grants to Grantee the non-exclusive right to operate and maintain its System, along the Authorized Routes, on the terms and conditions set forth herein, within its own conduits and/or existing conduits, constructed and maintained by other individuals or entities which are authorized or otherwise lawfully permitted to occupy the City's public ways. This ordinance does not authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell Telecommunications Services to Third Parties. This ordinance does not authorize telecommunications facilities to be located in the Public Ways except the System described in Exhibit 1.

Section 2.1.2

Grantee is expressly permitted to provide Interoffice Telecommunications Services subject to the following limitations: (1) Grantee's System facilities are dedicated for its internal use of the (including employees, faculty, staff, doctors, patients and students), (2) Grantee's operation of its System is not conducted for profit or with the objective of generating revenues or profits, and (3) Grantee does not operate or maintain a public switched network.

Section 2.1.3

It is further understood that Grantee may use portions of its System to transmit video programming provided that such transmission is (1) not for hire, (2) not with the intent or result of distributing such programming to members of the public who subscribe to such service or of charging any fee related thereto, (3) at cost and not with the intent of generating profits, (4) consistent with the not-for-profit purposes of Grantee. In the event that Grantee operates any such portion of its System in a manner inconsistent with the requirements of the preceding

sentence, then Grantee must apply to the City for a franchise to become a Cable Television System for the applicable portions of its System. This paragraph does not constitute a franchise for a Cable Television System and does not exempt Grantee from any applicable provisions of Section 4-48 of the Code.

Section 2.1.4

The granting of this Ordinance and the exercise of any privileges thereunder does not waive or extinguish any rights the City may have to regulate or charge for portions of Grantee's System not located in the Authorized Routes which, in fact, are located in the Public Ways. This reservation obtains regardless of the original basis for permission for the installation of such portions of Grantee's System.

Section 2.1.5 Right Of Renegotiation.

The City, acting through its Director of the Department of Revenue (the "Director"), reserves the right to renegotiate and amend any or all provisions of this Ordinance at any time in any way consistent with fairness and equity in the event that, after review of the information provided by Grantee pursuant to Section 8.4, the Director shall determine that Grantee operates its System substantially for other than the not-for-profit or charitable purposes of the Grantee and Affiliates. Before requiring renegotiation and amendment of this Ordinance pursuant to this Section, the Director shall give the Grantee thirty (30) days prior written notice of its intention to require renegotiation and shall give Grantee the opportunity to appear before the Director to show cause why the Ordinance should not be amended. After such meeting if the Director reaffirms the necessity of renegotiation, and no agreement is reached by the parties within six (6) months of the meeting, the Director may suspend or revoke the permit described in Section 11.2.

Section 2.1.6 Right Of Termination.

The City may terminate Grantee's rights under the Agreement at any time if the City determines Grantee is, in fact, operating a Cable Television System or is operating its System for substantially other than the not-for-profit or charitable purposes of Grantee or its Affiliates.

Section 2.2 Term And Expiration Date.

The term of this Ordinance and of the rights granted hereunder shall be five (5) years from and after the date of passage of this Ordinance by the Chicago City Council (the "Expiration Date").

Section 2.3 Interim Extension In The Absence Of Default Or Termination.

If, on the Expiration Date, Grantee shall not be in default under this Ordinance and if neither party has notified the other of its intent to terminate this Agreement on or before the Expiration Date, then the terms of this Ordinance shall be deemed extended on an interim basis until terminated, renewed or renegotiated or further extended by order of the Director for a term not to exceed sixty (60) days, after which time this Ordinance shall be considered terminated and all rights of the Grantee to use the Authorized Routes to provide Telecommunications Services shall cease.

Section 2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this Ordinance if the Director determines such terms or such renewal are not in the best interests of the City. Any proposed renewal, extension or modification through such Ordinance is subject to approval, modification or rejection by the Chicago City Council in its sole discretion.

Section 2.5 Location Of Authorized Routes.

Grantee's System may extend for a total distance of 1,406 linear feet of Cable Conduit or approximately .266 miles along the Authorized Routes as set forth in Exhibit 1. Of the total linear feet constituting the Authorized Routes, the 1,406 linear feet of Cable Conduit will be located, constructed and installed in the Public Ways within the boundaries of Grantee's System as set forth in Exhibit 1.

Section 2.6 Acts Or Omissions Of Other Entities.

During the term of this Ordinance, Grantee (and not the City) shall be liable for any costs incurred by the City or Third Parties for damage to any City facilities in the Public Way caused by the acts or omissions of any entity employed or otherwise authorized by Grantee when such entity is involved, directly or indirectly, in the installation, maintenance or operation of Grantee's System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature Of Limitation Of Rights Granted.

Section 3.1 Rights Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

Section 3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other entity for use of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the Grantee's rights and not unduly interfere with those rights.

Section 3.3 City's Rights Over Authorized Routes.

Section 3.3.1 City's Authority Is Paramount.

At Grantee's own risk, upon notice given as provided in Section 3.3.2 the City may make use in the future of the Authorized Routes in which Grantee's System is located in a manner inconsistent with Grantee's use thereof; provided Grantee shall be given the opportunity, if feasible, to relocate its system within the Public Way as provided in Section 3.3.2.

Section 3.3.2 Removal And Relocation.

The City reserves the right to exercise its police or proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. Grantee acknowledges that the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's System where the City determines public convenience would be enhanced or for any other public purpose, including, but not limited to, the use of the Authorized Routes for public transportation purposes. The permit referred to in

Section 11.1 may be amended or revoked in whole or in part by the Director whenever the Director or the Commissioner of the Department of Transportation consider it necessary or advisable for a public purpose. Grantee shall make no claim for costs or damages against the City by reason of such removal or relocation provided advance notice is given and such removal or relocation is required for a proper public purpose. Upon thirty (30) days written notice to Grantee of partial or complete revocation of such permit from the Director, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. Said thirty (30) day period may be extended by the Director in his or her sole discretion. In the event that Grantee does not remove, modify, replace or relocate its facilities as required by said notice within the thirty (30) day period (or extension thereof) described in the preceding sentence, the Director may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Grantee shall remove, replace or relocate or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authority to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Services. In an emergency, as determined by the Commissioner of the Department of Transportation, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours, provided such order and time-frame does not threaten the lives of any patient or present the potential of serious disruption to patient care or to the delivery of medical services so as to put any patient or recipient of health care from Grantee at serious risk, in which case Grantee shall so advise City. If notice is given orally it must be confirmed in writing within an additional forty-eight (48) hours. Upon receipt of such notice, City and Grantee shall provide for such removal or relocation as promptly as possible within such time frame as shall be reasonable to avoid medical and patient care risk and Grantee shall diligently proceed on such agreed-on basis. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Director, of abandoning the portion of its System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocation or abandonment of Grantee's System pursuant to this Section 3.3.2 shall be conducted with the approval of the Director and shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this Ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

Section 3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any part of Grantee's System, no charge shall be made by Grantee against the City for restoration and repair.

Section 3.3.4 Temporary Relocation Or Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances, but not, in any case, less than thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance by the permit holder to the Grantee of the direct expenses of such temporary move, including standby time.

Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of the Department of Transportation is authorized to regulate the size of the conduit system used or to be used by Grantee, as well as other physical characteristics of Grantee's System. In the event that the Commissioner of the Department of Transportation shall determine that any portion of Grantee's System, either planned or presently constructed, unduly burdens any portion of the Public Ways, now or in the future, Grantee shall be required either to modify its System, or to take such actions as the Commissioner of the Department of Transportation shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of the Department of Transportation and the Code. Failure to comply with this Section 3.4 in a timely fashion [(after written notice)] shall be grounds for revocation of the permit described in Section 11.1.

SECTION 4. Change Of Control Or Transfer.

Section 4.1 Change Of Control.

Section 4.1.1 Privilege Is Personal To Grantee.

Other than pursuant to a Permitted Transfer as hereinafter defined, the rights granted pursuant to this Ordinance shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this Ordinance or its ownership or operation of its System, or any portion thereof, through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or in any other manner transfer, lease or assign in any manner any conduit space occupied by its System, without prior consent of the Chicago City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease, assignment or other transfer not made according to the procedures set forth in Section 4 shall void the rights granted by this Ordinance. The sale, transfer, lease, assignment or other transfer in bulk of a major portion of the tangible assets of Grantee other than pursuant to a Permitted Transfer shall be considered a transfer subject to the provisions of this Section 4. Notwithstanding anything in this Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Director of the Department of Revenue as to the nature of such subsidiary within thirty (30) days of such assignment.

Section 4.1.2 Authorization By City Council.

Any transfer described in Section 4.1.1 authorized by the City Council shall be evidenced by a bill of sale or similar document, an executed copy of which shall be filed with the Director within thirty (30) days after any such transfer, provided, however, that the transferee must agree to comply with this Ordinance and amendments thereto, and must be able to provide proof of its legal, technical, financial, and character qualifications as determined by the City and provide disclosure of ownership interests as required by Chapter 2-154 of the Code and provide such other certifications as the City shall require.

Section 4.1.3

Notwithstanding anything to the contrary set forth in this Section 4.1, subject to the written approval of the Director which shall not be unreasonably withheld, Grantee may transfer, assign, or lease the rights granted in this Ordinance without prior approval of the City Council to: (1) pursuant to a merger or corporate re-organization

providing the surviving entity or transferee, assignee or lessee resulting from such merger or corporate-reorganization controls or is controlled, directly or indirectly, by a majority of the members of the Controlling Body of Grantee or (2) a wholly-owned subsidiary.

Section 4.1.4 Disclosure Of Ownership.

Prior to adoption of this Ordinance, Grantee has submitted to the Director the Economic Disclosure Statement required by Chapter 2-154 of the Code. Grantee, or any transferee or assignee permitted hereunder, within thirty (30) days of any such transaction, shall file an amendment to the foregoing statement of ownership interest with the Director in the event ownership of ten percent (10%) or the right to control Grantee is acquired during the term of this Ordinance by any person or one or more groups of persons acting in concert after the date of passage of this Ordinance.

SECTION 5. Compensation.

Section 5.1 Annual Fee.

Except as set forth below, throughout the term of this Ordinance, Grantee agrees to pay the City for the use of the Authorized Routes the Annual Fee of \$18,792.00 on or prior to the anniversary date of this Ordinance representing payment for the succeeding year. The Annual Fee shall be due in advance of the year to which it relates. An amount representing the first year's Annual Fee shall be payable within thirty (30) days after passage of this Ordinance.

Section 5.2 Not A Tax.

Payment by Grantee to the City of the Annual Fee is compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from, and in addition to, any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

Section 5.4 Subsequent Action Affecting Compensation.

If during the term of this Ordinance any court, agency or other authority of competent jurisdiction takes any action, or makes any declaration, that adversely affects the legality or collection of the Annual Fee, the City and Grantee shall enter into negotiations to amend this Ordinance to make the City whole in a manner consistent with said action

or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

Section 5.5 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all other fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for installation, repair, maintenance or operation of its System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City Ordinance or the Code, which fees include, but are not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Code.

SECTION 6. Insurance And Indemnification.

Section 6.1 Insurance.

Prior to issuance of the permit described in Section 11.1 and at all times during the term of this Ordinance, and, thereafter, during such time as may be required to remove Grantee's System and restore the Authorized Routes to their prior condition, Grantee shall obtain, pay all premiums for, and file with Risk Management on the City's standard Certificate of Insurance form attached hereto as Exhibit 2, of the insurance coverages covering all risk associated with the installation, repair, maintenance, removal and operation of Grantee's System specified below:

- (A) Worker's Compensation and Occupational Disease Insurance. Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees of any Contractor performing work under this Agreement. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.
- (B) Commercial Liability Insurance. Commercial Liability Insurance or Comprehensive General Liability (Broadform) Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability shall be obtained. Products/completed operation, independent contractors, contractual liability, explosion, collapse and underground coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provision must be approved in advance by Risk Management.

- (C) Railroad Protective Liability Insurance. When any work is to be done adjacent to or on railroad or C.T.A. rapid transit facilities' property with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO or RIMA form) in the name of the transit entity shall be provided. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of any and all persons, and for damages to or destruction of property, including the loss of use thereof. In lieu of providing Railroad Protective Insurance, the exclusion for work around railroads in the Commercial Liability Insurance set forth in (B) above may be deleted.
- (D) Automobile Liability Insurance. When any motor vehicles are used in connection with the construction, installation, maintenance and operation of Grantee's System, Automobile Liability Insurance shall be maintained with limits of not less than \$500,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.
- (E) Grantee and any of Grantee's Contractors agree that all insurers issuing coverage related to Section 6 shall waive their rights of subrogation against the City, including its appointed and elected officials, representatives, agents and employees.

In lieu of purchasing the above coverages, Grantee may file a Certificate of Self-Insurance provided that such Certificate is satisfactory to Risk Management.

Section 6.2 Qualified Companies.

All insurance policies called for in this Ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to Risk Management and each insurance policy shall be satisfactory to Risk Management. Each insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change, or not to renew such policy to both Risk Management and the Grantee, and Grantee shall in the event of any such notice, obtain, pay premiums for, and file with Risk Management written evidence of the issuance of any replacement policies within sixty (60) days following receipt by the City or the Grantee of a termination notice. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material violation of this Ordinance. The City reserves the right to stop any work related to Grantee's System until proper evidence of insurance is furnished.

Section 6.3 Right To Require Replacement Of Insurance.

If the financial condition of any insurance company providing an insurance policy pursuant to Section 6 or if Grantee's financial condition materially and adversely changes, Risk Management may, at any time, require that such insurance policy or self-insurance provisions be replaced with such other insurance policy consistent with the requirements set forth in Section 6.

Section 6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of Risk Management.

Section 6.5 City's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in this Section 6 inadequate, Risk Management reserves the right to reasonably increase the minimum required limits of such insurance policies upon sixty (60) days written notice to Grantee in order to ensure adequate protection for the City. Within sixty (60) days after such notice, Grantee shall increase such limits to an amount equal to or greater than the increased minimum amounts.

Section 6.6 No Excuse From Performance.

None of the provisions contained herein, nor the insurance policies required herein, shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this Ordinance or limit the liability of the Grantee under this Ordinance for any and all damages in excess of the amounts of such insurance policies. Any insurance protection furnished by the Grantee hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the indemnity provisions of this Ordinance.

Section 6.7 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Section 6.1 and appropriate to the extent of its involvement in the installation, maintenance or operation of Grantee's System and shall provide evidence of the foregoing as required in Section 6.1.

Section 6.8 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments, claims, losses, damages (whether such claims and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and expenses (collectively referred as "Claims") arising out of, caused by or directly resulting from the grant of rights pursuant to this Ordinance and Grantee's installation, maintenance and operation of its System; provided that the Indemnified Parties may not be indemnified to the extent a court of final adjudication determines that a Claim or portion thereof has been caused by negligence of the City. The City shall have the right, at its option and at Grantee's expense to participate in the defense of any suit without relieving Grantee of any of its obligations under this Section. The term "Claim" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and the Grantee shall reimburse the City for any such payments made by the City. Grantee, in accepting the terms of this Ordinance, shall be deemed as a condition of its acceptance, to understand and agree that the insurance required by Section 6 of this Ordinance shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this Section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the Indemnified Parties, such as reasonable attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City. The indemnities contained in this Section shall survive the expiration or repeal of this Ordinance.

SECTION 7. Construction And Installation Of Grantee's System.

Section 7.1 Approval Of Specific Location.

Grantee has filed as built drawings showing the exact location of each telecommunication facility comprising a part of Grantee's System, and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit. Plans or similar information shall be filed with the Commissioner of the Department of Transportation for approval, prior to the issuance of a permit for any proposed reduction or removal of any portion of Grantee's System along the Authorized Routes. Grantee shall also obtain such performance or other bonds or letters of

credit of such type and in such amounts as may be required by the Commissioner of the Department of Transportation.

Section 7.2 Maintenance Requirements And Standards:

Section 7.2.1 In General.

Grantee shall maintain and operate, as now constructed, its System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations, including but not limited to, the standards set by the City's Department of Transportation and the Building Department.

Section 7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) U.L. Code (latest edition),
- (B) Applicable provisions of the Code,
- (C) Written standards of the Department of Transportation and the Building Department applicable to Grantee's installation, operation and maintenance of its System.

Section 7.2.3 "As Built" Drawings.

Grantee shall update its as built drawings previously filed with the City within sixty (60) days of a material change whenever material changes are made to Grantee's System which impact the Public Ways and submit such updated drawings to the Commissioner of the Department of Transportation. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

Section 7.2.4 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without cost, for emergency use provided such use does not endanger Grantee's patients or ability to provide continuous medical services and care.

Section 7.2.5 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not install any new, different or additional conduits or other facilities for its System without approval of the City and any other applicable governmental agency. If Grantee is using existing conduit owned by any other person, Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning the existing conduit and any applicable tariffs.

Section 7.2.6 Adjoining Property Owners.

All of Grantee's System shall be installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe condition and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisance to the public. Suitable barricades, flags, lights or other devices shall be used at such times and placed as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and customary uses of, or any specifically permitted or licensed use of, the Public Ways.

Section 7.2.7 Adjustment Of Utility Facilities.

In the event that the location of Grantee's System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments, to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustments as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

Section 7.2.8 Electrical Permit.

All installation work for Grantee's System, after passage of this Ordinance, shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Code.

Section 7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner of such private property, rebuild, restore and repair the Public Ways, including sidewalks, or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

Section 7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of Transportation may suspend or revoke any permit issued by the Department of Transportation or take any action he or she deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to the Commissioner's satisfaction.

Section 7.5 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of Transportation as to the installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this Ordinance from other applicable City departments (such as the Department of Streets and Sanitation and the Building Department) in a timely fashion when and as required.

SECTION 8. Inspection And Physical Audit.

Section 8.1 Inspection.

The City reserves the right to make, at any time after the date of passage of this Ordinance and throughout the duration of this Ordinance, physical on-site inspections of Grantee's System, including Grantee's telecommunications terminals. Grantee will accommodate the City's monitoring needs by providing the Department of Revenue and the Department of Transportation a map and the "as built" drawings required by Section 7.2.3 which Grantee shall update annually or indicate "no change" (as the case may be) and shall submit these documents to the City at the time of Grantee's payments of its Annual Fee. These documents submitted will identify the locations of all terminals and junction boxes,

and the linear footage of each portion of Grantee's System located in the Public Ways.

Section 8.2 Physical Audit.

In the event that the Director has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's System, then the Department may send its own personnel, or hire an engineering firm of the Department's choice (the "City's Inspector"), to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of any such physical audit. If the City's Inspector determines and establishes in said audit that a material discrepancy exists between the results of such physical audit and the information contained in the specifications, summaries, maps and drawings that Grantee has placed on file with the City pursuant to Sections 7.2.3, 7.2.4 and 8.1 of this Ordinance, Grantee shall be given written notice of a material discrepancy and be given ten (10) days to file a written response explaining or contesting the discrepancy. If thereafter the Director reasonably determines the existence of said material discrepancy, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus liquidated damages, if applicable, as specified in Section 10), and shall pay to the Department, within thirty (30) days of Grantee's receipt of the Director's decision the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

Section 8.3 Trespassing Facilities.

Any portion of Grantee's System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Director shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways;
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 10 hereof; and/or
- (C) Seek other remedies available to the City under the Code, this Ordinance or under Illinois law;

provided that the Director may waive for a period of thirty (30) days any such sanctions in the event he or she determines that (i) the trespass was inadvertent and (ii) Grantee is making a timely and reasonable effort to

remove or relocate the Trespassing Facility promptly, so as to correct any violation of this Ordinance. The Director may extend this thirty (30) day correction period for circumstances beyond the reasonable control of Grantee, but only upon receipt and approval by the Director of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated.

Section 8.4 Annual Certifications.

Annually, on or before January 1, and commencing January 1, 1994, Grantee shall deliver to the Director a certificate substantially in the form of Exhibit 3, signed by an authorized officer of Grantee, stating that (A) Grantee has provided no Services along the Authorized Routes with the objective of generating revenue or profit, operating or maintaining a public switched network or operating a Cable Television System; and the Grantee shall provide no Services for sale, re-sale, exchange or lease to any Third Party using Grantee's System located within the City.

SECTION 9. Repeal Of Privileges.

Section 9.1 Basis For Repeal Of Ordinance.

This Ordinance may be repealed in accordance with the terms of this Agreement by the City Council, upon referral from the Mayor or on its own motion, at any time.

Section 9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunications System.

Section 9.2.1 Removal By Grantee.

Upon repeal of this Ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City, shall promptly remove or abandon in place, at the option of the City, its System and restore the Public Ways where disturbed to a proper condition under the supervision and to the satisfaction of the Director and the Commissioner of the Department of Transportation and in accordance with this Ordinance and the Code. In all cases, such facilities which are not removed within six (6) months of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be removed or abandoned, the Director shall take into account the best interests of the City and shall consider all other relevant factors.

Section 9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed as required by Section 9.2.1, the City may remove or cause the removal of Grantee's System; provided, however, that the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.

Section 10.1 Liquidated Damages.

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee, therefore, shall pay the City the sum of One Hundred Dollars (\$100) a day from the date of receipt of written notice of the violation and the expiration of the applicable grace or cure period described below until the violation is corrected or resolved to the City's reasonable satisfaction, which amount shall not be considered in the nature of a penalty. Such written notice is to be given to the parties set forth in Section 18.2 by certified mail. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this Ordinance,
- (B) Material nonconformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Transportation or the Building Department,
- (C) Failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after notice from the Director or the Department of Transportation to remove, modify, replace or relocate such facilities pursuant to Section 3.3.2 or Section 9.2.1.

Notwithstanding anything set forth above in Section 10.1, in the event of the occurrence of any of the events described in Section 10.1(A), (B), or (C) above, with respect to removal and relocation not involving a risk to the public or the delay of a public purpose or project, Grantee shall be entitled to a grace period of fifteen (15) days in which to initiate action to cure or reverse any such event or occurrence and further provided that Grantee shall have provided the City with notice of the initiation of such action, facts to reasonably demonstrate to the City that Grantee is proceeding with reasonable diligence to pursue and conclude such action, and an estimated date of completion of such action, prior to the end of such fifteen (15) day grace period. Upon approval of the Director, Grantee shall

be entitled to an additional fifteen (15) day grace period in which to cure or reverse any such event or action. No liquidated damages shall accrue or be payable during such grace periods.

Section 10.2 Other Rights Of City.

The right of the Director to impose upon Grantee liquidated damages pursuant to Section 10.1 shall be in addition to any other rights or remedies the City has under this Ordinance, the Code or other applicable laws including the right of the Chicago City Council to repeal this Ordinance pursuant to Section 9 and the right of the Director under Section 11.2 to revoke the permit described in Section 11.1.

Section 10.3 No Waiver Of Rights.

The decision by the Director to forego the imposition of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this Section with respect to subsequent violations of this Ordinance.

SECTION 11. Permit Needed.

Section 11.1 Permit.

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this Ordinance executed by Grantee containing such representations and in such form as is satisfactory to the Director and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof has been submitted to and approved by Risk Management, (iii) payment of the first year's Annual Fee of \$18,792.00 and the other amounts required in Section 5.1 have been made to the Department, and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of the Department of Transportation.

Section 11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2, and of Section 7.4, the Director may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this Ordinance and the Director, in exercise of his or her discretion, shall determine that revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder, under the Code and under Illinois law. Such permit may be reinstated by the

Director if the Director, in the exercise of his or her discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.

Section 12.1 No Recourse.

Except as expressly provided in this Ordinance or at law, Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this Ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this Ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be deemed to agree to this Ordinance, relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee the rights and privileges granted under this Ordinance.

Section 12.2 Compliance With Applicable Laws.

In installing, operating and maintaining its System, Grantee shall comply with all applicable laws and regulations of the United States and its agencies (including, but not limited to, the regulations and standards of the federal Occupational Safety and Health Administration), the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws shall be considered part of this Ordinance as set forth herein.

Section 12.3 Underground Facilities Agreement.

If the Commissioner of the Department of Transportation shall determine that it is in the public interest and so directs in writing, Grantee may apply for and, if accepted, enter into membership in any City-sponsored utility alert network for underground facilities ("C.U.A.N."). The status of Grantee's membership shall be as a notice member, requiring that Grantee shall only pay the cost of hook-up and an annual participants fee which shall be approximately \$1,200 or such other amount as the board of C.U.A.N. shall determine and such fees as are charged by C.U.A.N., from time to time, for the transmission of notice or other information to Grantee solely with respect to Grantee's System or construction work to be performed in close proximity to Grantee's System. Other than the hook-up and transmission fees, Grantee shall have no obligation to pay the general operating expenses of C.U.A.N..

SECTION 13. Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, agent or employee of the City or other unit of government is employed by Grantee or has a personal financial or economic interest directly or indirectly in this Ordinance or any contract or 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 this Ordinance by or on behalf of any Contractors or subcontractors to the Grantee or higher tier subcontractors or anyone associated therewith, as an inducement for the award of contracts, subcontracts or orders. 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. Anti-Apartheid Covenant.

Grantee shall execute the appropriate Anti-Apartheid Affidavit (the "Affidavit") attached hereto as Exhibit 4.

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; (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 Ordinance, 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, any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago, Grantee 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. Anti-Corruption Covenant And Representation.

Neither Grantee nor its Contractors shall be in violation of the provisions of Section 2-92-320, Chapter 2-92 of the Municipal Code of Chicago. In

connection herewith, Grantee has executed the applicable certification 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.), attached hereto as Exhibit 5.

SECTION 16. Cooperation With Inspector General.

It shall be the duty of Grantee, all Contractors, 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 shall inform all its Contractors of the provision and require understanding and compliance herewith.

SECTION 17. Business Documents And Disclosures Of Ownership Interest.

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 in Exhibit 6.

SECTION 18. M.B.E./W.B.E. Compliance.

Section 18 M.B.E. And W.B.E. Percentages.

Grantee shall attain no less than twenty-five percent (25%) Minority-Owned Business Enterprise ("M.B.E.") and five percent (5%) Women-Owned Business Enterprise ("W.B.E.") utilization levels applicable to Grantee's payment 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.

Grantee shall furnish to the City a report detailing its compliance with this provision prior to any renewal of this Agreement. 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

With Copy To:

Corporation Counsel
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days or months notice shall mean notice of not less than such number of days or months, unless otherwise provided in this Ordinance.

Section 19.3 Invalidity.

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 20. Prior Ordinances.

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

SECTION 21. Effective Date.

This Ordinance shall be in full force and effect from and after its passage.

Exhibits 1 through 6 attached to this ordinance read as follows:

Exhibit 1.

Location Description.

Grantee's system is encased in a single concrete carrier approximately three (3) feet below grade running through the public ways as follows:

- A. Connection between Children's Memorial Medical Center ("C.M.M.C.") (2345 North Lincoln Avenue) to C.M.M.C.'s Parking Garage (2316 North Lincoln Avenue). Three (3) six (6) inch conduits are used.

Commencing at 2345 North Lincoln Avenue (C.M.M.C.), across and under North Lincoln Avenue (a distance of seventy-two (72) feet) to the intersection with 2316 North Lincoln Avenue (C.M.M.C.'s Parking Garage).

- B. Connection between the back side of C.M.M.C.'s Parking Garage (2316 North Lincoln Avenue) to the Ward Mitchell Building (2374 North Lincoln Avenue). Three (3) six (6) inch conduits are used.

Commencing at back side of 2316 North Lincoln Avenue (C.M.M.C.'s Parking Garage) in the northeast alley (between West Belden Avenue and North Halsted Street), thence proceeding northeast under the northeast alley (a distance of two hundred forty-eight (248) feet) to 2374 North Lincoln Avenue (Ward Mitchell Building).

- C. Continuing the connection of two (2) of the three (3) conduits between the back side of C.M.M.C.'s Parking Garage (2316 North Lincoln Avenue) and Ward Mitchell Building (2374 North Lincoln Avenue), to Children's Memorial Institute for Education and Research (2430 North Halsted Street).

Continuing west under North Halsted Street to the west side of North Halsted Street, thence north under North Halsted Street, thence west (a distance of seven hundred twenty (720) feet) to its connection with 2430 North Halsted Street (Children's Memorial Institute for Education and Research).

- D. Connection between Children's Memorial Parking Garage (2316 North Lincoln Avenue) and West Belden Avenue (759 West Belden Avenue). Two (2) six (6) inch conduits.

Commencing at the south elevation of the Children's Memorial Parking Garage, thence south along the north/south alley to West Belden Avenue and continuing south under the north/south alley to its intersection (a distance of three hundred sixty-six (366) feet) with 759 West Belden Avenue (Belden Avenue).

*Exhibit 2.**Certificate Of Self Insurance.**Certificate Of Insurance.*

Issue Date: September 10, 1993.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Producer.	Companies Affording Coverage.
The Children's Memorial Medical Center 2300 Children's Plaza Chicago, Illinois 60614	Company Letter A C.M.M.C. Insurance Company, Ltd.
	Company Letter B
	Company Letter C
Insured.	
The Children's Memorial Medical Center	Company Letter D
The Children's Memorial Hospital The Children's Memorial Institute for Education and Research	Company Letter E

Coverages.

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co Ltr	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
	General Liability:					
A	x Commercial General Liability	n/a	4/1/93	4/1/95	General Aggregate	\$3,000,000
	Claims made x occur				Product-Comp/Op Agg.	\$3,000,000
	Owner's & Contractor's Prot.				Personal & Adv. Injury	\$
					Each Occurrence	\$1,000,000
					Fire Damage (Any one fire)	\$
					Med. Expense (Any one person)	\$
	Automobile Liability:					
	Any Auto				Combined Single Limit	\$
	All owned Autos				Bodily Injury (Per person)	\$
	Scheduled Autos					
	Hired Autos				Bodily Injury (Per accident)	\$
	Non-owned Autos					
	Garage liability				Property Damage	\$

10/7/93

REPORTS OF COMMITTEES

39035

Co Ltr	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
	Excess Liability:				Each Occurrence \$
	Umbrella Form				Aggregate \$
	Other than Umbrella Form				
	Worker's compensation and Employers' Liability				Statutory Limits Each Accident \$ Disease-Policy Limit \$ Disease-Each Employee \$

Other:

Description of Operations/Locations/Vehicles/Special Items

Certificate Holder

City of Chicago

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

(Signed) Jeanette Hamilton
Authorized Representative

Exhibit 3.

Director
Department of Revenue
City of Chicago
City Hall, Room 107
121 North LaSalle Street
Chicago, Illinois 60602

Re: Annual Certification; Children's Memorial
Medical Center; Fiber Optics Privilege.

Dear Director:

Pursuant to ordinance adopted by the Chicago City Council on October __, 1993, Children's Memorial Medical Center ("C.M.M.C.") has received permission and authority to operate and maintain a private not-for-profit telecommunications system, as described in such ordinance, within portions of the public way. Capitalized terms herein are as defined in such ordinance.

In accordance with the terms of such ordinance, please accept this communication as C.M.M.C.'s annual certification that:

(i) Under such permission and authorization, C.M.M.C. has provided no Services along the Authorized Routes with the objective of generating a profit, operating or maintaining a public switched network or operating a Cable Television System; or

(ii) C.M.M.C. provides no Services within the City for resale, exchange or lease by any other entity for profit.

Should you desire any additional information, please do not hesitate to contact the undersigned at your convenience.

Very truly yours,

cc: Corporation Counsel
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Division

*Exhibit 4.**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: (x)

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; and
- (c) 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 Executive Vice President of Title (Type or Print)

The Children's Memorial Medical Center, that I am authorized by the Contractor (Type or Print Name of Contractor)

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

(Signed) Theodore J. Leiterman
Signature of Owner or Authorized Officer

(Signed) Theodore J. Leiterman
Name (Type or Print)

State of Illinois

County of Cook

Subscribed and sworn to before me this 10th day of September, 19 93.

(Signed) Aralia Taylor
Notary Public Signature

My commission expires: October 6, 1994.

Official Seal

Aralia Taylor
Notary Public State of Illinois
My commission expires October 6, 1994

Exhibit 5.

Specification No.: _____

Certification.

The undersigned Theodore J. Leiterman,
(Name)

as Executive Vice President and on behalf of The Children's Memorial Medical Center
(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 three 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:

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

- 1) 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
- 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: T. L.

- 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-II(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.

Children's Memorial Medical Center
Name of Contractor

By: (Signed) Theodore J. Leiterman
Signature of Authorized Officer

Executive Vice President
Title (Type or Print)

State of Illinois

County of Cook

Signed and sworn to before me this 10th day of September, 19 93.
By: Theodore J. Leiterman (Name) as Executive Vice President (Title)
of Children's Memorial Medical Center (Contractor).

(Signed) Aralia Taylor
Notary Public Signature

My commission expires: October 6, 1994.

Official Seal

Aralia Taylor
Notary Public State of Illinois
My commission expires October 6, 1994.

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 three (3) contract bids within a period of ten (10) 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.

Exhibit 6.

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. 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: Children's Memorial Medical Center

Bidder/Proposer Address: 2345 North Lincoln Avenue

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.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section II.

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 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 Illinois

b. Authorized to do business in the State of Illinois: Yes [x] 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)
-------------------------	--------------------------	-------------------------	--------------------------

<hr/>	<i>(See (Sub)Exhibit "A")</i>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

Note: Pursuant to Sections 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 Sections 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 Illinois)
) SS:
County of Cook)

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 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.

(Signed) Theodore J. Leiterman
(Signature of Person Making Statement)

Theodore J. Leiterman
Name of Person Making Statement (Print or Type)

Executive Vice President
(Title)

Subscribed to before me, this 10th
day of September A.D., 19 93.

(Signed) Aralia Taylor
Notary Public Signature

Official Seal

Aralia Taylor
Notary Public, State of Illinois
My commission expires October 6, 1994.

(Sub)Exhibit "A" attached to this Disclosure of Ownership Interest reads as follows:

(Sub)Exhibit "A".

The Children's Memorial Medical Center

And

The Children's Memorial Hospital

Chicago, Illinois

Board Of Directors, Officers And Committees

1992 -- 1993.

Board Of Directors

Class Of 1993

Leland C. Adams

George R. Baker

Warren L. Batts

Peter B. Bensinger

Willard L. Boyd

David D. Grumhaus

Mrs. Frank J. Kelley III

Robert P. Knight

Mrs. James P. Langdon

Andrew McNally IV

Class Of 1994

Dean L. Buntrock

James J. Christensen

Daniel T. Cox

Howard M. Dean

James R. Donnelley

Arthur G. Hailand, Jr.

M. Blake Ingle

Kirk B. Johnson

George D. Kennedy

Mrs. O. Macrae Patterson

Class Of 1995

Philip D. Block III

Mrs. Barbara L. Bowles

John V. Crowe

Lester Crown

Lester J. Dugas, Jr.

Patrick J. Early

Roger S. Griffin

Barry G. Hastings

Andrew J. McKenna

Frederick J. Manning

Class Of 1993

Terence J. Mulvihill

Robert A. Schoellhorn

Gordon I. Segal

Stephen T. Steers

J. McWilliams Stone, Jr.

Peter S. Willmott

Class Of 1994

Michael S. Reeves

Norman A. Ross

Fred G. Steingraber

Richard P. Strubel

John Viera

H. Blair White

John A. Zenko

Louis Susman

Class Of 1995

Charles A. Meyer

Peer Pedersen

Alan Schriesheim, Ph.D.

Mrs. Irving Seaman, Jr.

Mrs. Henry P. Wheeler

Ex Officio Directors

Mrs. Louise C. Mills
President of the
Woman's Board

Harry N. Beaty, M.D.
Dean, Northwestern
University Medical
School

Earl J. Frederick
President and C.E.O.
to 1/18/93

Jan R. Jennings
President and C.E.O.
begin 1/18/93

Zibute Zaparackas, M.D.
President, Medical and
Dental Staff

A. Todd Davis, M.D.
Acting Physician-in-
Chief

Irwin Benuck, M.D.
Vice President, Medical
and Dental Staff

John G. Raffensperger, M.D.
Surgeon-in-Chief

Margaret E. O'Flynn, M.D.
Chief of Staff

Life Directors

Mrs. W. Newton Burdick, Jr.

Charles W. Folds

Robert A. Gardner, Jr.

Mrs. Charles L. Hardy

Mrs. Chauncey K. Hutchins

Henry W. Meers

Mrs. A. Loring Rowe

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*The Children's Memorial Institute For Education And Research**Chicago, Illinois**Board Of Directors, Officers And Committees**1992 -- 1993.*

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AMENDMENT OF ORDINANCE WHICH AUTHORIZED CHICAGO
FIBER OPTIC CORPORATION (DOING BUSINESS
AS METROPOLITAN FIBER SYSTEMS OF
CHICAGO, INC.) TO OPERATE FIBER
OPTIC TELECOMMUNICATIONS
SYSTEM IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 to amend an ordinance passed by the City Council on March 12, 1986, authorizing Chicago Fiber Optic Corporation, doing business as Metropolitan Fiber Systems of Chicago, Inc. to construct, install, renew, repair, maintain and operate its fiber optic cable system over a total of 16.5 miles within the City's public ways and tunnel system. This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chicago Fiber Optic Corporation, doing business as Metropolitan Fiber Systems of Chicago, Inc. ("M.F.S.") is an Illinois corporation, certificated by the Illinois Commerce Commission to provide intrastate telecommunications services, and engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

WHEREAS, M.F.S. was granted authority to construct, install, renew, repair, maintain and operate a high-speed commercial telecommunications system, consisting primarily of fiber optic facilities, in the public ways of the City of Chicago (the "City") and the Chicago Freight Tunnel System ("Tunnel System") pursuant to an ordinance adopted by the City Council on March 12, 1986 (the "Prior Ordinance"); and

WHEREAS, The Prior Ordinance authorized M.F.S., in exchange for certain consideration, to construct, install, renew, repair, maintain and operate its fiber optic cable system in the City's public ways and the Tunnel System over a total of 16.5 miles, within a general area bounded by Grand Avenue on the north, 15th Street on the south, Jefferson Street on the west and Lake Michigan on the east; and

WHEREAS, M.F.S. wishes to expand its franchise boundaries within the City's downtown business area; and

WHEREAS, M.F.S. also wishes to lease one of the City's four-inch diameter PVC conduits through the concrete fill under the Chicago River in the Michigan/Rush segment of the Tunnel System to ensure the redundancy of its telecommunications system; now, therefore,

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

SECTION 1. The second paragraph of Section 1 of the Prior Ordinance is amended to read as follows:

"Grantee's system shall run for a distance of no more than 16.5 miles or 87,120 lineal feet, within the City's public ways and Tunnel System. Grantee's 16.5 mile fiber optic system shall be constructed within the area encompassed within and by the following boundaries: a line extending from Lake Michigan on the east at the north curb line of Oak Street proceeding southerly along the shoreline of Lake Michigan to 15th Street; proceeding along the south curb line of 15th Street from said shoreline 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 north to Oak Street; and proceeding along the north curb line of Oak Street east to Lake Michigan. The exact locations of the Grantee's fiber optic system shall be reviewed and approved by the Department of Transportation on an on-going basis as Grantee constructs its system, and construction permits shall be issued by the Department of Transportation specifying the exact locations of Grantee's fiber optic system."

SECTION 2. M.F.S. may lease a 400 foot long four-inch PVC conduit constructed and owned by the City which runs through the concrete fill under the Chicago River in the portion of the Tunnel System generally referred to as the "Michigan/Rush Tunnel", such conduit to be determined by the Commissioner of Transportation of the City (the "Conduit"). In consideration for exclusive use of the Conduit until March 12, 1996, M.F.S. agrees to pay and shall pay the City the following fees and charges: (i) an annual tunnel operation and maintenance fee (the "O. & M. Fee") of \$10,000 per year payable in advance from the date of passage of this ordinance and payable on the anniversary of this ordinance provided that the O. & M. Fee shall be prorated to reflect the balance of the final year of the Prior Ordinance, and (ii) a one-time construction permit fee ("Permit Fee") of \$1,200.00 to be paid on earliest of seven (7) days following the passage of this ordinance or the earliest date an application for permit for construction or installation within the Conduit is filed by M.F.S. with the City's Department of Transportation. The first O. & M. Fee shall be payable at the same time as the Permit Fee. Failure to pay any O. & M. Fee within thirty (30) days of the date of its due date shall constitute a default under the Prior Ordinance. If any other grantee shall be granted use in the future of a City-owned conduit located in the Michigan/Rush Tunnel of the same size as the Conduit at an operations and maintenance fee amount which is less than the amount being charged M.F.S. for the Conduit, the O. & M. Fee shall be reduced prospectively to be equivalent to such other operations and maintenance fee amount.

SECTION 3. A new Section 16A shall be added to the Prior Ordinance to read as follows:

"Section 16A. Equal Opportunity/Affirmative Action.

Equal Opportunity. During the term of the ordinance, M.F.S. shall continue to expand employment, business and economic opportunities on an equal-opportunity basis. Grantee in relation to its services provided by its fiber optic telecommunications system and the construction of its fiber optic communications systems 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 2-92-420 et seq.. Grantee's initiatives in this area 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 and women business enterprises in the Grantee's contracts related to installation of 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 an employee who shall be responsible for implementing, monitoring and evaluating these initiatives. Grantee shall provide adequate staff and support resources to meet these responsibilities."

SECTION 4. A new Section 16B shall be added to the Agreement to read as follows:

"Section 16B. M.B.E. And W.B.E. Percentages.

Grantee shall attain no less than twenty-five percent (25%) Minority-Owned Business Enterprise (M.B.E.) and five 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 W.B.E. percentages stated in this Section 16B 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 negotiation or renewal date for the cumulative period since the last negotiation or renewal date. 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."

SECTION 5. Throughout the Prior Ordinance, the terms "Office of the City Comptroller, Real Estate Division" and "City Comptroller" shall, where applicable, be replaced with the terms "Department of Revenue" and "Director of Revenue", respectively. All notices to the Department of Revenue should be sent to:

The Department of Revenue
City of Chicago
Room 107
121 North LaSalle Street
Chicago, Illinois 60602

SECTION 6. Throughout the Prior Ordinance including Exhibits and Attachments, the terms "Department of Public Works" and "Commissioner of Public Works" shall, where applicable, be replaced with the terms "Department of Transportation" and "Commissioner of Transportation", respectively.

SECTION 7. Throughout the Prior Ordinance including Exhibits and Attachments, the term "Ordinance" shall mean the Prior Ordinance, as amended hereby. All terms and conditions of the Prior Ordinance not modified by this amendatory ordinance shall remain in full force and effect.

SECTION 8. Conflict of Interest. No member of the governing body of the City and no other official, officer, agent or employee of the City shall be employed by M.F.S. or shall have a financial or economic interest directly or indirectly in the Prior Ordinance or this amendatory ordinance or any contract or 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 Prior Ordinance or this amendatory ordinance by or on behalf of any contractors or subcontractors to M.F.S. or higher tier contractors or 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 of the Municipal Code of Chicago shall be voidable as to the City.

SECTION 9. Anti-Apartheid Covenant.

M.F.S. has executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") incorporated herein by reference.

The City may declare a default and terminate all existing contracts, including repeal of the Prior Ordinance or this amendatory ordinance, with M.F.S. if M.F.S. 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 Prior Ordinance or this amendatory ordinance 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, 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 10. Anti-Corruption Covenant And Representation.

Neither M.F.S. nor its contractors and subcontractors, shall be in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago. In connection herewith, M.F.S. 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 is incorporated by reference as if fully set forth herein.

SECTION 11. Cooperation With Inspector General.

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

SECTION 12. Business Documents And Disclosure Of Ownership Interests.

M.F.S. has provided copies of its latest Articles of Organization. M.F.S. has provided the City with the Disclosure of Ownership Interests Affidavit, completed copies of which are attached hereto and incorporated by reference herein as part of Exhibit 1.

SECTION 13. This amendatory ordinance shall be in full force and effect from and after its passage.

SECTION 14. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed. The Prior Ordinance is amended only as set forth herein, and any provision of the Prior Ordinance not specifically amended hereby shall continue in full force and effect.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

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. 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: Chicago Fiber Optic Corporation, doing business as
Metropolitan Fiber Systems of Chicago, Inc.

Bidder/Proposer Address: One Tower Lane, Suite 1600, Oakbrook Terrace, IL 60181

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 Illinois
- 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)
<u>Ronald R. Beaumont</u>	<u>President</u>	<u>Ronald R. Beaumont</u>	<u>Director</u>
<u>Mark L. Gershien</u>	<u>Vice President</u>	<u>R. Douglas Bradbury</u>	<u>Director</u>
<u>John L. Callahan</u>	<u>Vice President</u>	<u>Terrence J. Ferguson</u>	<u>Director</u>
<u>Howard Gimbel</u>	<u>Treasurer</u>	<u>Howard Gimbel</u>	<u>Director</u>
<u>Terrence J. Ferguson</u>	<u>Secretary</u>	<u>Royce J. Holland</u>	<u>Director</u>
<u>Mary Ann Ormiston</u>	<u>Assistant Secretary</u>		

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

- 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
(See (Sub)Exhibit A.)	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

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.

Name (Print or Type)	Address	Ownership Interest
N/A	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section II.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
_____ N/A _____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Section III.

Sole Proprietorships.

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: N/A

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)

_____ N/A _____

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:

N/A

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. N/A

N/A

Section V.

Not-For-Profit Corporations.

- a. Incorporated in the State of _____ N/A.
- 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 Sections 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 Sections 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 Illinois)
) SS:
 County of DuPage)

This undersigned having been duly sworn, states that he 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 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.

(Signed) Mary L. Gershien
(Signature of Person Making Statement)

Mark L. Gershien
Name of Person Making Statement
(Print or Type)

Vice President
(Title)

Subscribed to before me, this 10th
day of September A.D., 1993.

(Signed) Mary Ann Ormiston
Notary Public Signature

Official Seal

Mary Ann Ormiston
Notary Public, State of Illinois
My commission expires October 31, 1994.

(Sub)Exhibit "A" attached to this Disclosure of Ownership Interest reads as follows:

(Sub)Exhibit "A".

Shareholders Of Chicago Fiber Optic Corporation.

Shareholder	Address	Percentage Interest ¹
John Miller	2995 Woodside Road Suite 400 Woodside, California 94062 (415)851-4165	1.36
David Husman	1737 West Howard Street Chicago, Illinois 60626	1.87
Howard Gimbal	One Tower Lane, Suite 1600 Oakbrook Terrace, Illinois 60181	.48
Arthur Brantman	One Tower Lane, Suite 1600 Oakbrook Terrace, Illinois 60181	.48
Thomas Carey	c/o Carey, Filter, White and Boland 33 West Washington Boulevard Chicago, Illinois 60604	.47
Raymond Portugal	c/o Affiliated Bank 4925 West Lawrence Avenue Chicago, Illinois 60603	.38
Barclays Bank	75 Wall Street New York, New York 10265 Attention: Frank J. Izzo	3.95

¹ Ownership interests of less than .01% are shown as ".00".

Shareholder	Address	Percentage Interest ¹
Kidder Peabody and Company	10 Hanover Square New York, New York	.77
M.F.S. Telecom, Inc.	One Tower Lane Suite 1600 Oakbrook Terrace, Illinois	89.97
Marvin Davis	9915 Wendy Way Niles, Illinois 60648	.14
Michael and Celia Gamburg	750 17th Avenue San Francisco, California 94121	.00
Georgia Ephrian Magit	5701 North Sheridan Road Apartment 11T Chicago, Illinois 60660-4714	.00
	c/o Joe Magit Turner & Magit Furs Store No. 3 555 Roosevelt Road Chicago, Illinois 60607	.00
Andrew and Jeanne Cohill	4620 North Miller Road Scottsdale, Arizona 85251	.00
Mark Liberman	8924 Lamon Skokie, Illinois 60077	.00
Patricia Mossburg	3350 Revere Avenue Oakland, California 94605	.00
Sandburg Partnership	c/o Stephen Malkin Suite 1900 900 North Michigan Avenue Chicago, Illinois 60611	.00

¹ Ownership interests of less than .01% are shown as ".00".

Shareholder	Address	Percentage Interest ¹
Irwin Ecker	Atlas Currency Exchange 2004 West Armitage Avenue Chicago, Illinois 60647	.00
Lawrence H. and Marian E. Labus	7612 Drew Avenue Burr Ridge, Illinois 60521	.00
M.F.S. Communications Company	200 Kiewit Plaza Omaha, Nebraska 68131	.00
Mark Nordenberg	c/o Tucker Anthony & Co. Suite 3801 1660 North LaSalle Boulevard Chicago, Illinois 60614	.00
Steven M. Fein	1381 Halibut Street Foster City, California 94404	.00
Leonard M. Fein	1381 Halibut Street Foster City, California 94404	.00
Kwing Lit and Rose J. Woo	901 Rankin Street San Francisco, California 94121	.00
A.M.K. Partnership	c/o A. Lee Sacks Suite 1700 900 North Michigan Avenue Chicago, Illinois 60611	.00

¹ Ownership interests of less than .01% are shown as ".00".

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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):

Chicago Transit Authority.

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

SECTION 1. Permission and authority are hereby given and granted to the Chicago Transit Authority, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use a steel-grated vaulted area well and a sanitary sewer manhole along the public right-of-way adjacent to the premises known as 120 North Racine Avenue. Said description of above named privileges shall be as follows:

1. Steel-Grated Vaulted Area Well.

Said vault shall measure seventeen (17) feet, eight (8) inches in length, nine (9) feet, three (3) inches in width and eighteen (18) feet, nine (9) inches in depth, for a total of three hundred twenty-four (324) square feet of space, and shall be installed along the public right-of-way known as North Willard Court as shown on prints hereto attached and shall be used for removal of electrical transformers and air intake. Transformers will be located in the building's basement, not in the vaulted area well.

2. Sanitary Sewer Manhole.

Said manhole shall measure approximately three (3) feet in diameter and shall be installed at a depth of eight (8) feet, eleven (11) inches in depth for a total of nine (9) square feet of space, and shall be installed along the public right-of-way along North Racine Avenue 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 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 privileges 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 Four Hundred Fifty and no/100 Dollars (\$450.00) 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 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 privileges being granted by this ordinance are 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.

[Drawings attached to this ordinance printed on
pages 39078 through 39079 of this Journal.]

Continental Bank N.A.

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

SECTION 1. Permission and authority are hereby given and granted to Continental Bank N.A., upon the terms and subject to the conditions of this ordinance, to maintain and use subsurface space, to be used for the installation of steel sheet-piling for building foundation support. Dimensions of and locations of the sheet-piling are as follows:

Under West Division Street:

The sheet-piling shall be thirty (30) feet in height and approximately twelve (12) inches thick, with the lowest portion being installed at a depth of approximately thirty-three (33) feet below grade, and the apex being approximately three (3) feet below grade. Said piling shall run and along the south line of West Division Street, in an eastly direction approximately two and one-half ($2\frac{1}{2}$) inches from the grantee's property line, from a point adjacent to the east line of North Clark Street, to a point adjacent to the west line of the first north/south public alley a total distance of approximately one hundred fifty (150) feet.

Under The North/South Public Alley:

The sheet-piling under the north/south alley located at a point one hundred fifty (150) feet east of the east line of North Clark Street, shall be approximately thirty (30) feet in height and approximately twelve (12) inches thick. The sheet-piling at this location shall be approximately thirty-three (33) feet below grade at the lowest point and approximately three (3) feet below grade at the highest point. Said piling shall run under and along the westerly side of the north/south public alley, approximately eight (8) inches, from the grantee's property line, in a southerly direction a distance of approximately one hundred four (104) feet, eight and one-half ($8\frac{1}{2}$) inches.

Under North Clark Street:

The dimensions of sheet-piling shall be approximately twenty-seven (27) feet in height and approximately twelve (12) inches thick. The lowest portion of the piling shall be at a depth of approximately thirty-three (33) feet below grade and the apex shall be approximately six (6) feet below grade. Said piling shall be located under and along the east side of North Clark Street in a southerly direction from the south line of West Division Street a total distance of approximately one hundred

thirty-nine (139) feet, and will vary from one (1) foot, five (5) inches to five (5) feet, eleven (11) inches from the grantee's property line. All horizontal and diagonal bracing members are to be of a temporary nature and will eventually be completely removed. All steel sheet-piling shall be adjacent to the building located at the southeast corner of North Clark Street and West Division Street, for a period of five (5) years from and after November 14, 1983.

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 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 privileges 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 Seven Hundred Fifty and no/100 Dollars (\$750.00) 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 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 this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawing attached to this ordinance printed on
page 39084 of this Journal.]

R.R. Donnelley And Sons Company.

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

SECTION 1. Permission and authority are hereby given and granted to R.R. Donnelley and Sons Company, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use as now constructed a pedestrian tunnel under the public right-of-way and a one (1) story covered pedestrian bridge over the public right-of-way adjacent to the premises known as 350 East 22nd Street, as shown on prints hereto attached. Said privileges shall be described as follows:

Pedestrian Tunnel.

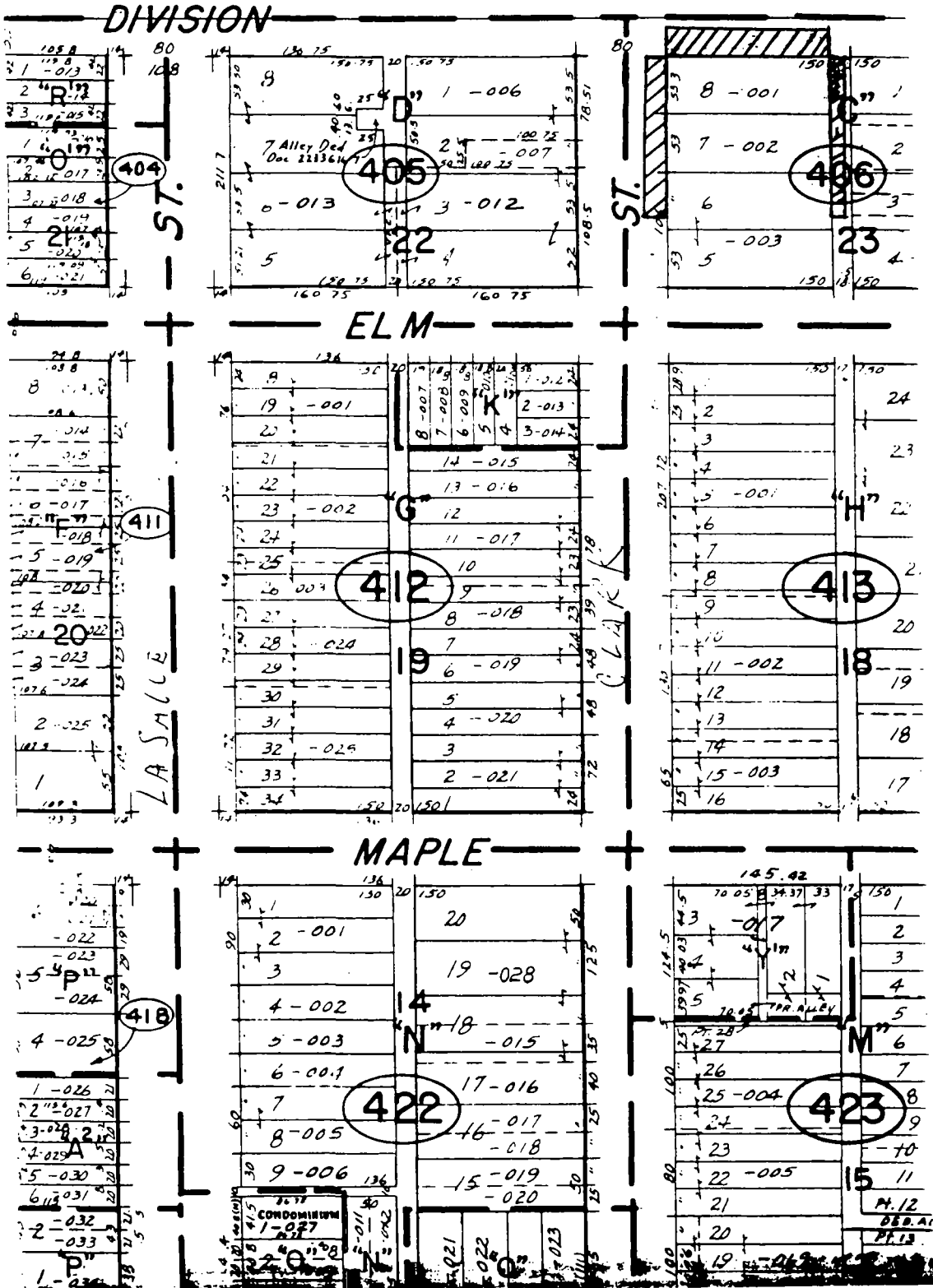
Said pedestrian tunnel shall measure sixty-six (66) feet in length, fourteen (14) feet in width and seven (7) feet in depth for a total of nine hundred twenty-four (924) square feet of space being utilized in the public right-of-way.

(Continued on page 39085)

Ordinance associated with this drawing printed on pages 39080 through 39083 of this Journal.

Revised Jan. 1, 1976

E. 1/2 S.E. 1/4 Section NORTH



(Continued from page 39083)

Said tunnel shall be under and across South Calumet Avenue approximately one hundred fifty-six (156) feet south of the south line of East 21st Street and shall connect the Calumet Plant building with the West Plant building.

Covered Bridge.

Said covered bridge shall measure sixty-six (66) feet in length, twelve (12) feet in width and ten (10) feet in height, for a total of seven hundred ninety-two (792) square feet of space being utilized in the public right-of-way. Said bridge shall be over and across South Calumet Avenue approximately one hundred fifty-seven (157) feet south of the south line of East 21st Street and shall connect the Calumet Plant building with the West Plant building, and the lowest portion of said bridge is to be no less than eighteen (18) feet above street grade and the height and clearance destination is to be illuminated at all times.

The above described uses of the public right-of-way shall exist by the authority herein given and granted for a period of five (5) years from and after November 2, 1993.

The location of said privileges shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privileges and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privileges 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 Seven Hundred and no/100 Dollars (\$700.00) 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 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 privileges being granted by this ordinance are 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.

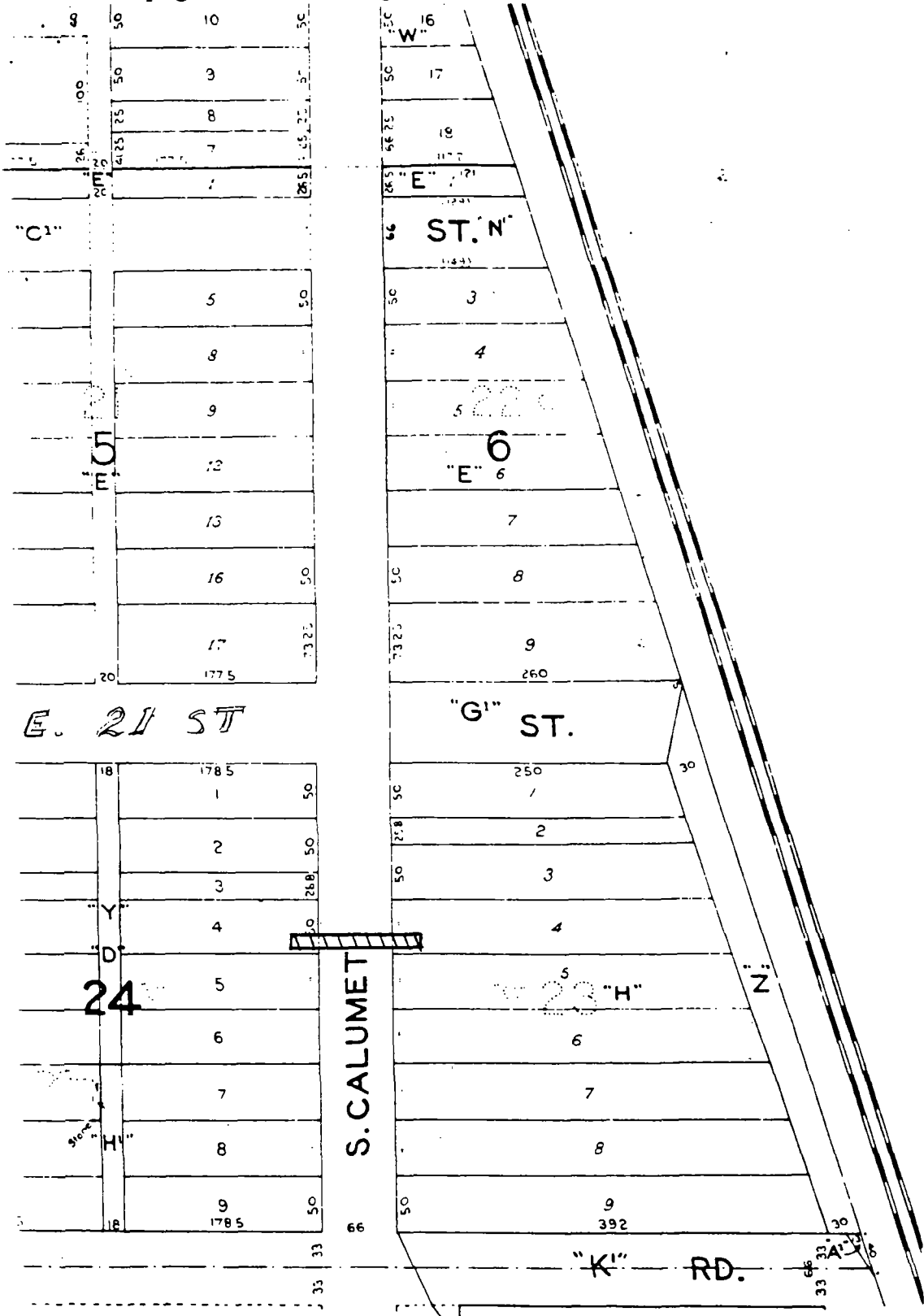
[Drawings attached to this ordinance printed on
pages 39088 through 39089 of this Journal.]

First Management Realty Corporation.

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

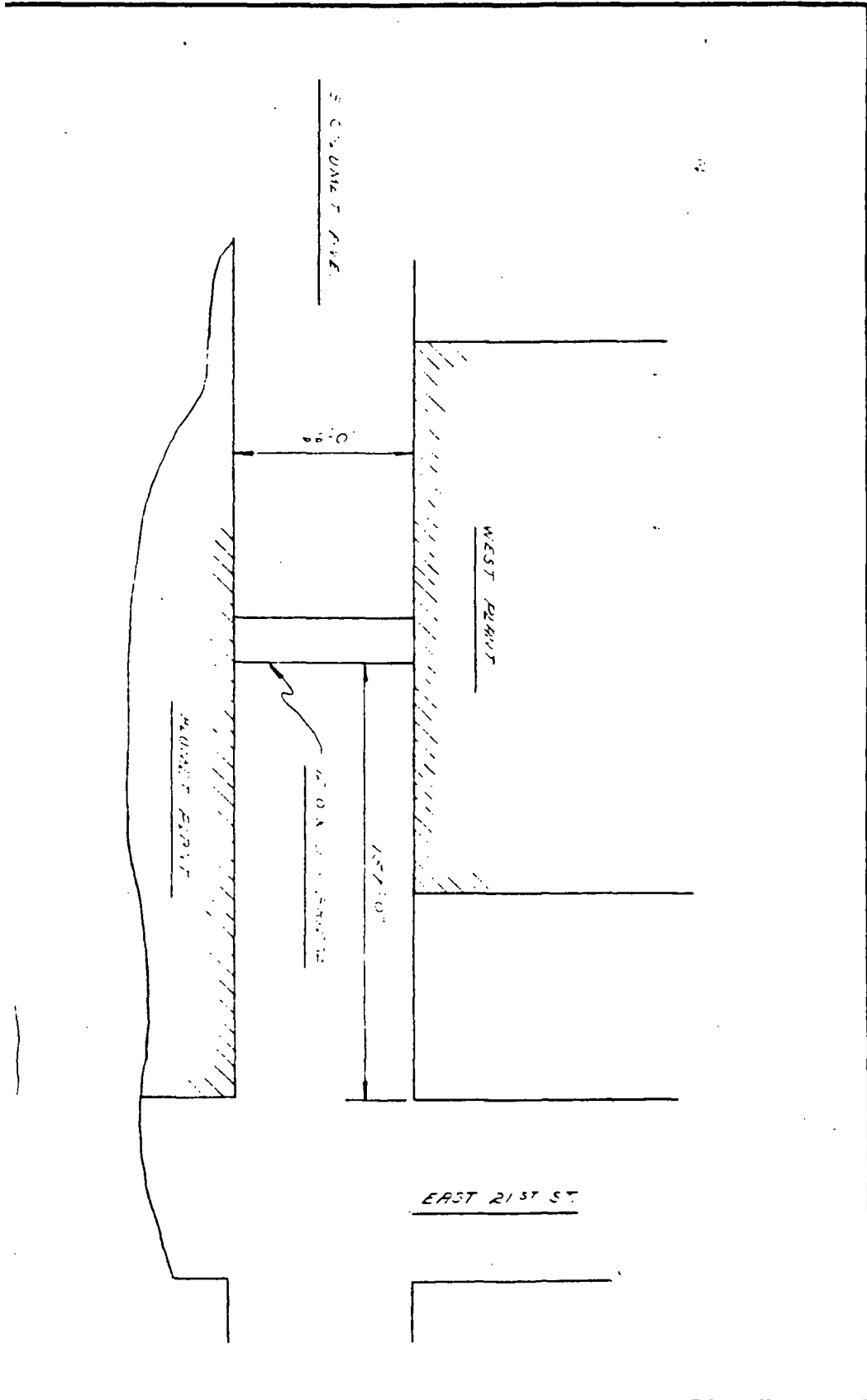
(Continued on page 39090)

Ordinance associated with this drawing printed on pages 39083 through 39087 of this Journal.



PEDESTRIAN TUNNEL

Ordinance associated with this drawing printed on pages 39083 through 39087 of this Journal.



(Continued from page 39087)

SECTION 1. Permission and authority are herein granted to First Management Realty Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted space for storage purposes adjacent to the premises at 130 North Wells Street as follows:

130 North Wells Street:

Length one hundred eighty point eighty-six (180.86) feet, width twelve (12) feet, depth fifteen (15) feet.

205 West Randolph Street:

Length seventy-three point sixty-three (73.63) feet, width twelve (12) feet, depth fifteen (15) feet.

Authority herein granted shall be for a period of five (5) years from and after July 12, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand Eighty-three and no/100 Dollars (\$6,083.00) 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 39093 of this Journal.]

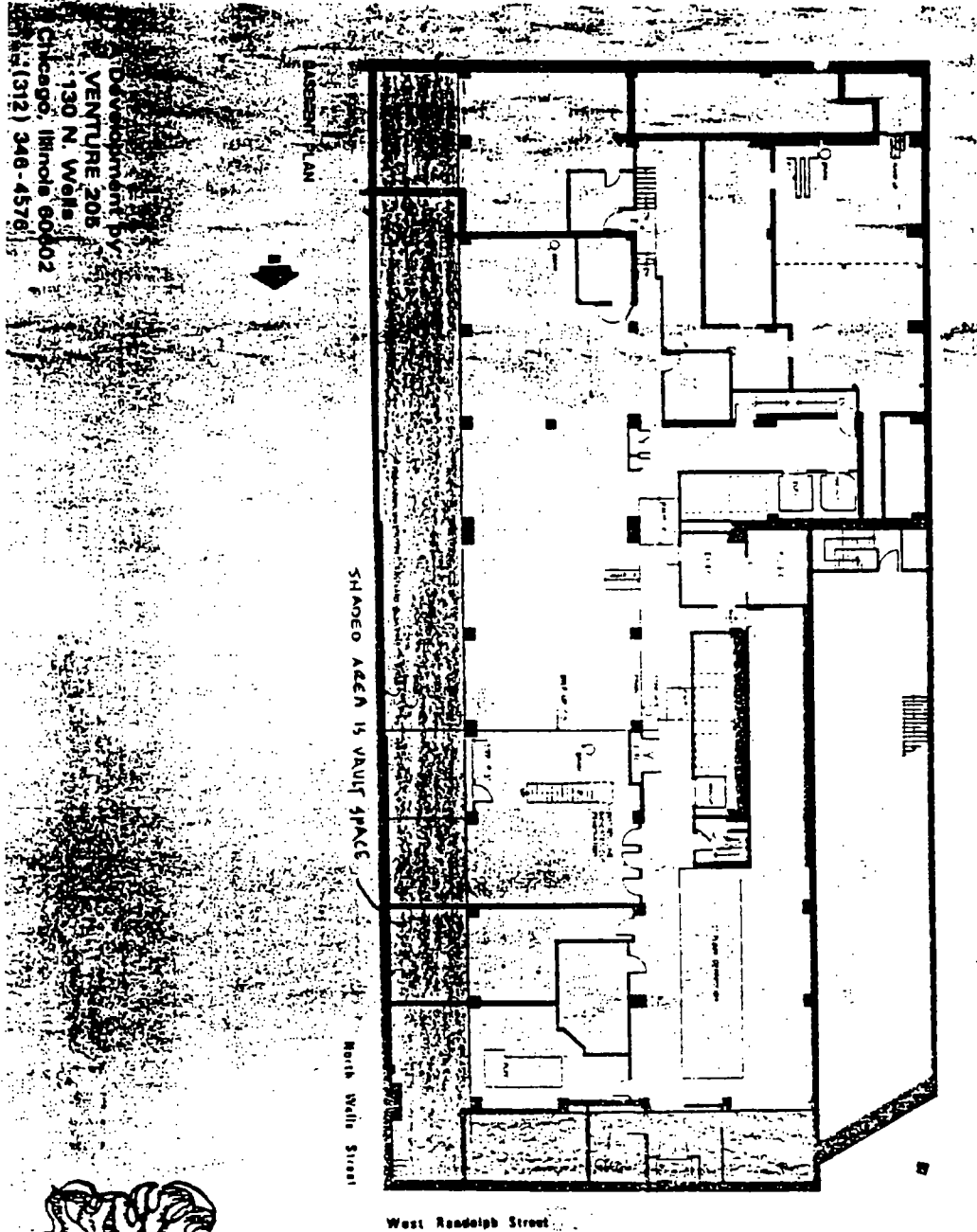
LaSalle National Bank and Trust, Under Trust No. 110339.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank and Trust, under Trust No. 110339, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a loading dock, exit stairway and vault in the public right-of-way just north of the Chicago River at lower level North Dearborn Street, under the

(Continued on page 39094)

Ordinance associated with this drawing printed on pages 39087 through 39092 of this Journal.



Development by
VENTURE 208
130 N. Wells
Chicago, Illinois 60602
(312) 340-4570



(Continued from page 39092)

viaduct between bridge and street abutments adjacent to premises at lower North Dearborn Street and the Chicago River as follows:

Loading Dock -- Eighty-four (84) feet in length by ten (10) feet in width.

Exit Stairway -- Seventeen (17) feet in length by eight (8) feet in width.

Vault -- Twenty-two (22) feet in length, fourteen (14) feet in width, and sixteen (16) feet in depth.

Authority herein granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privileges shall be as shown on print hereto attached, which by reference is 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 privileges 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 Eight Thousand Two Hundred Forty-two and no/100 Dollars (\$8,242.00) 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 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 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 privileges being granted by this ordinance are covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents

or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawing attached to this ordinance printed on
page 39097 of this Journal.]

*Hilton Hotels Corporation (Doing Business As
The Palmer House Hilton).*

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

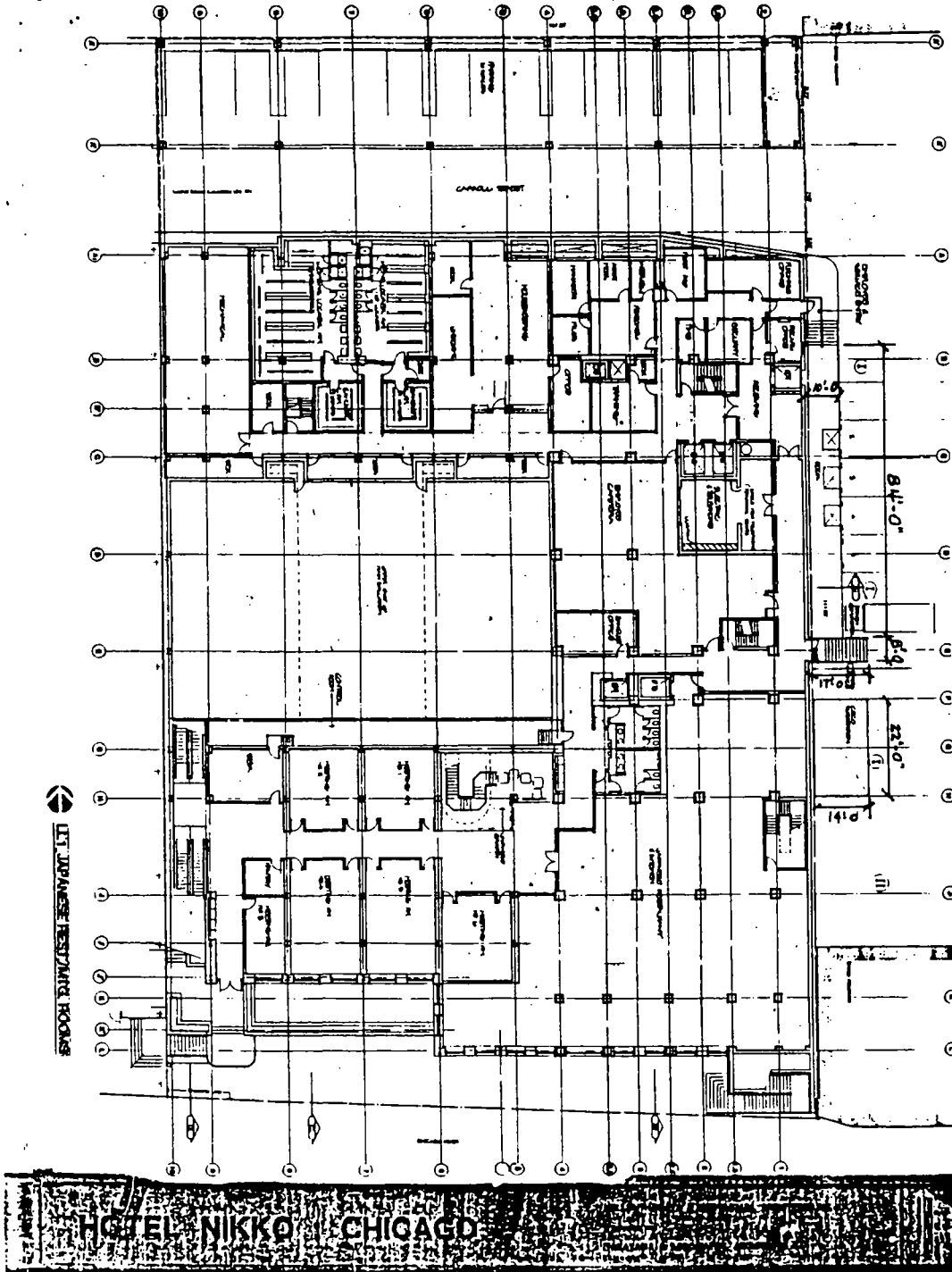
SECTION 1. Permission and authority are hereby given and granted to the Hilton Hotels Corporation, doing business as The Palmer House Hilton, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed, subsurface space (vaults), used for restrooms, offices and storage. The dimensions and locations of said subsurface space are as follows:

East Monroe Street

Vaulted space is approximately eighty-four (84) feet in length, ten

(Continued on page 39098)

Ordinance associated with this drawing printed on pages 39092 through 39096 of this Journal.



(Continued from page 39096)

point twenty-five (10.25) feet in width, or approximately eight hundred sixty-one (861) square feet of space, located under the southerly side of West Monroe Street, beginning at a point approximately two hundred forty-nine point six (249.6) feet east of the east line of South State Street, and proceeds in an easterly direction a distance of approximately eighty-four (84) feet.

South Wabash Avenue

Vaulted space is approximately thirty-four point sixty-six (34.66) feet in length, fifteen point thirty-three (15.33) feet in width, or approximately five hundred thirty-two (532) square feet of space, located under westerly side of South Wabash Avenue, beginning at a point approximately three point seventy-five (3.75) feet south of the south line of East Monroe Street and proceeding in a southerly direction for a distance of approximately thirty-four point sixty-six (34.66) feet.

Both vaults connect at the southwest corner of East Monroe Street and South Wabash Avenue, adjacent to the thirteen (13) story building commonly known as 27 East Monroe Street. Total area of all subsurface space used is approximately one thousand three hundred ninety-three (1,393) square feet. Authority herein granted for a period of five (5) years from and after October 20, 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 Two Hundred Twenty-nine and no/100 Dollars (\$2,229.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed

and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The

Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

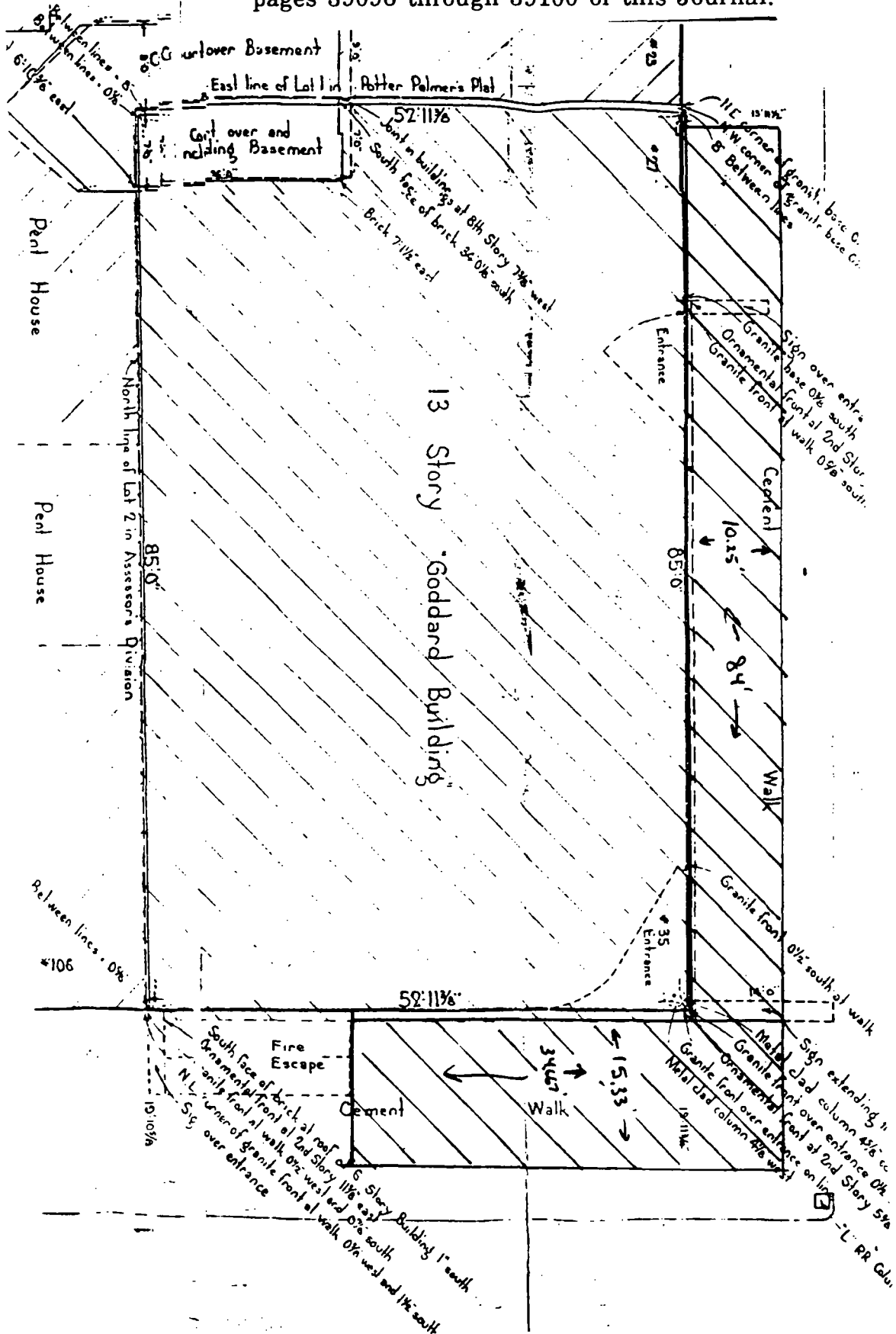
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawing attached to this ordinance printed on
page 39101 of this Journal.]

Ordinance associated with this drawing printed on pages 39096 through 39100 of this Journal.



Rubloff, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Rubloff, Inc., upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a concrete encased duct bank running along and under the lower north/south public alley between West Randolph Street and West Washington Street and connecting the Butler Bros. Building on North Canal Street and the 100 North Riverside Building.

Said duct bank shall measure two hundred fifty (250) feet in length, three (3) feet in width, and shall be installed at a depth of approximately six (6) feet, six (6) inches below grade.

Said duct bank shall include a signal communication through a four (4) inch gas line, and a two (2) inch air line. Total area utilized by this privilege shall be seven hundred fifty (750) square feet.

The above privilege is herein given and granted for a period of five (5) years from and after July 29, 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 One Thousand Nine Hundred Twenty and no/100 Dollars (\$1,920.00) 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.

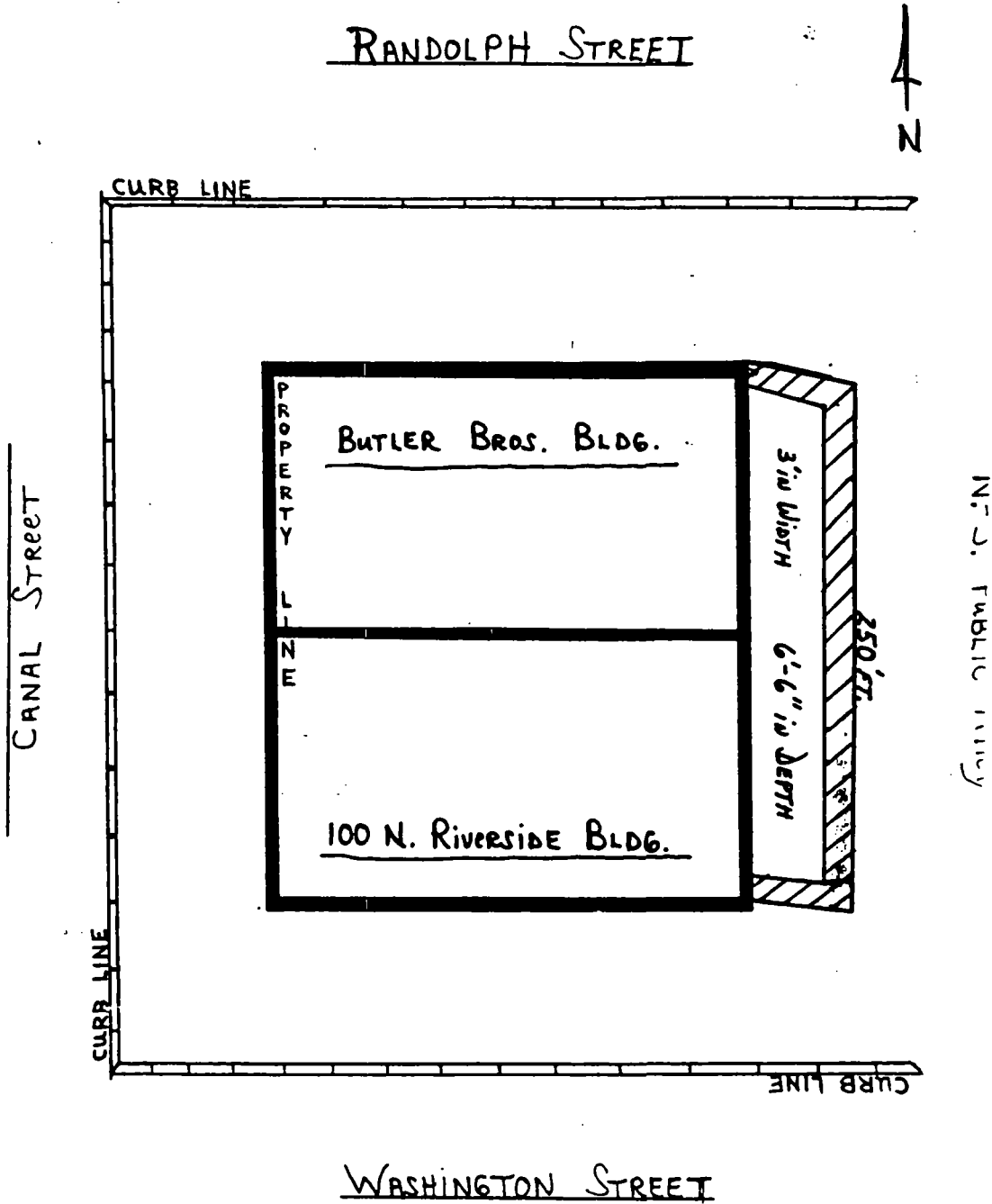
[Drawing attached to this ordinance printed on
page 39105 of this Journal.]

Staropolska-Jolly Inn, Incorporated.

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

(Continued on page 39106)

Ordinance associated with this drawing printed on pages 39102 through 39104 of this Journal.



(Continued from page 39104)

SECTION 1. Permission and authority are hereby given and granted to Staropolska-Jolly Inn, Incorporated, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an occupation of space on the public right-of-way for a synthetic stucco system to be applied over the existing face brick wall adjacent to the premises known as 6501 West Irving Park Road. Said insulation system shall measure one hundred (100) feet in length and shall be one (1) inch in width, to six (6) inches in width at its widest point and shall be twenty-one (21) feet in height for a total of approximately seventy-five (75) square feet of space.

Said stucco system shall be used as a building beautification process over the existing masonry walls, 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 of this ordinance.

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 privileges 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 way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the

structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or

employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawings attached to this ordinance printed on
pages 39109 through 39111 of this Journal.]

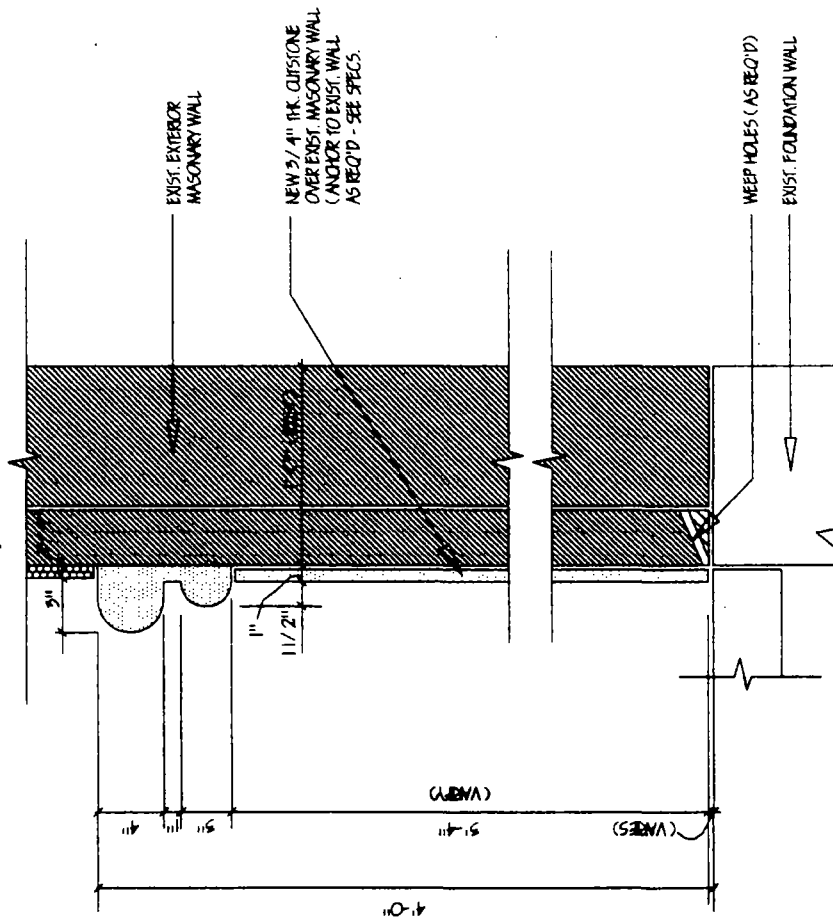
University Of Chicago.
(5555 South Ellis Avenue)

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

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) three-inch electrical cable ducts approximately thirty (30) inches below grade running from a private line on the south side of East 56th Street at a point one hundred four (104) feet east of and across the east line of South Ellis Avenue,

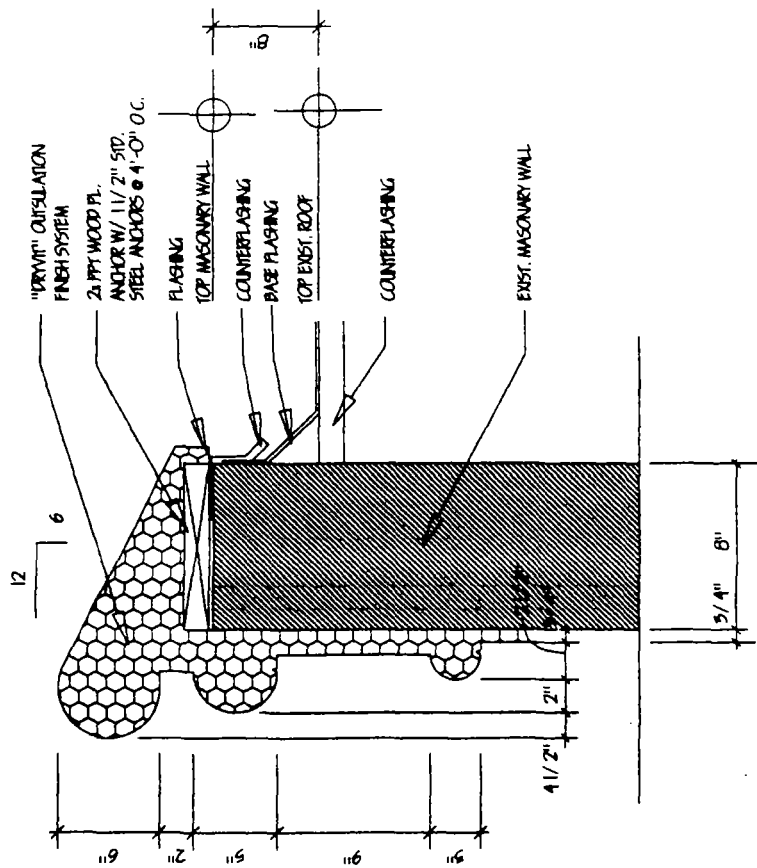
(Continued on page 39112)

Ordinance associated with this drawing printed on pages 39104 through 39108 of this Journal.



BASE DETAIL
SCALE: 1/2" = 1'-0"

Ordinance associated with this drawing printed on pages 39104 through 39108 of this Journal.



EAVE DETAIL
SCALE: 1/2" = 1'-0"

(Continued from page 39108)

thence running under and across East 56th Street a distance of approximately sixty-six (66) feet to the property line on the north side of East 56th Street into the building located at 5555 South Ellis Avenue, to be used in connection with a fire alarm annunciator panel to be located in said building.

Authority herein granted shall be for a period of five (5) years from and after November 15, 1993. (File 32)

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 Four Hundred and no/100 Dollars (\$400.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including

those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawing attached to this ordinance printed on
page 39115 of this Journal.]

University Of Chicago.
(South University Avenue, North Of
East 59th Street)

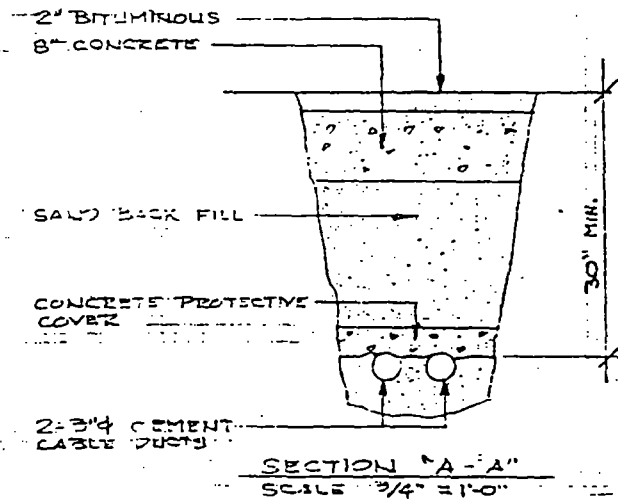
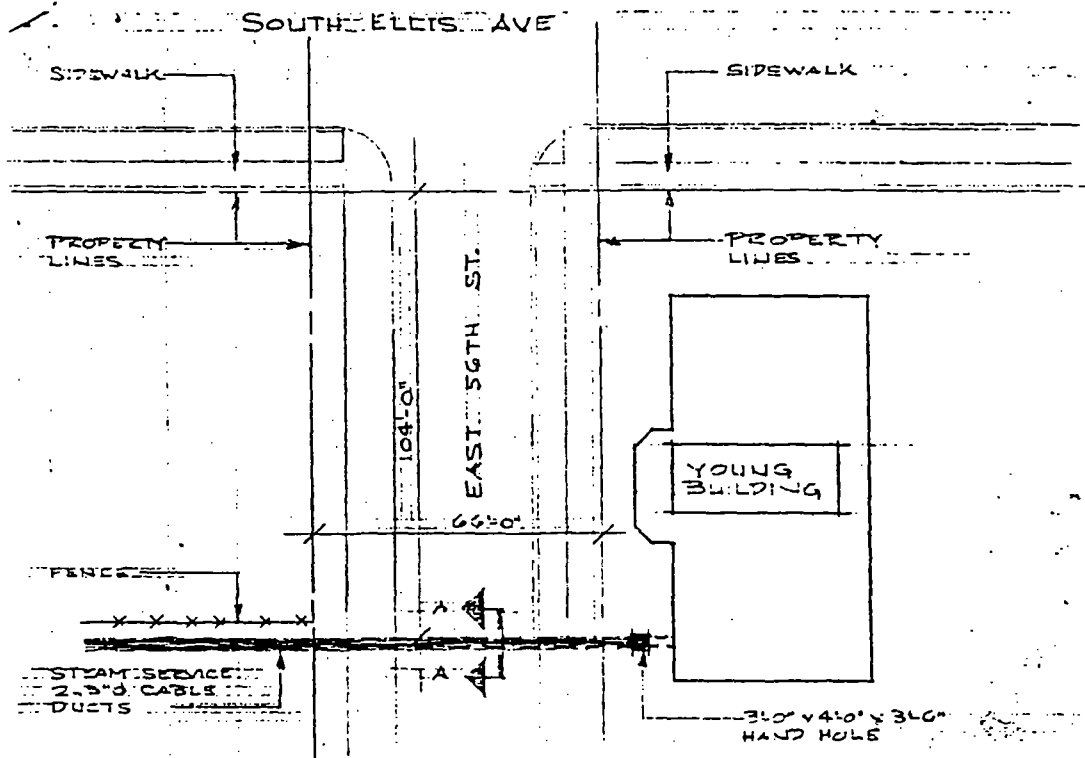
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed two (2) conduits consisting of a four (4) inch tile conduit containing a one (1) inch copper tube, a three (3) inch tile conduit containing a lead covered cable, all under and across South University Avenue seventy-seven (77) feet north of the north line of East 59th Street.

Authority herein granted shall be for a period of five (5) years from and after October 12, 1993.

(Continued on page 39116)

Ordinance associated with this drawing printed on pages 39108 through 39114 of this Journal.



ORDINANCE DRAWING # 32 DUCTS UNDER EAST 56TH ST. EAST OF SOUTH ELLIS AVE.	DWG. NO.	PHYSICAL PLANNING & COST/RENOVATIONS
	802125	THE UNIVERSITY OF CHICAGO.
	DATE 11/19/30	

(Continued from page 39114)

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 39119 of this Journal.]

University Of Chicago.
(South University Avenue, South Of
East 60th Street)

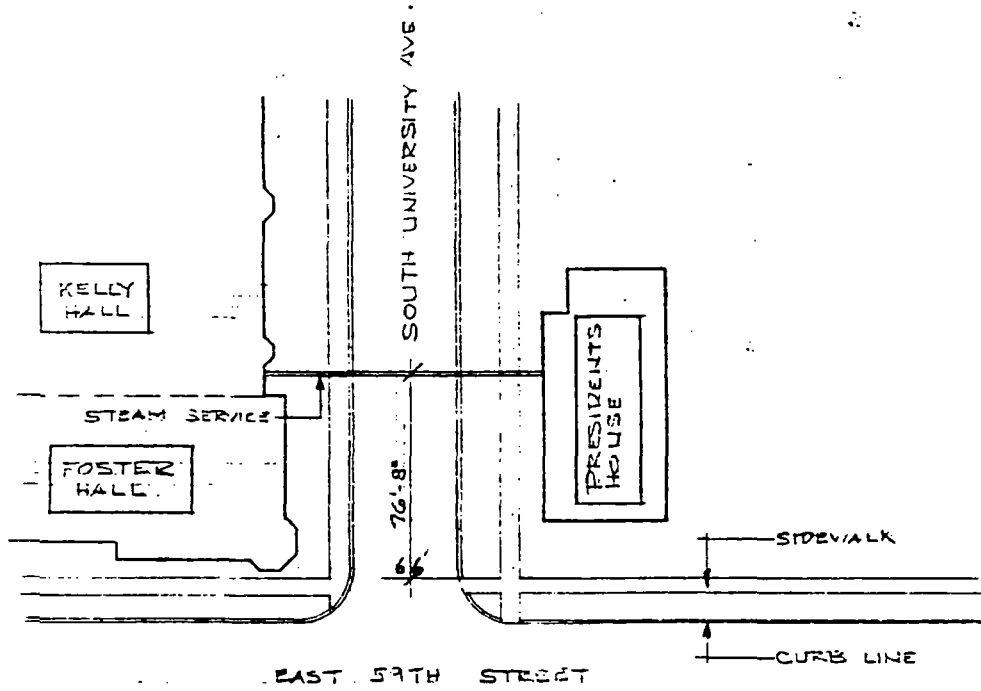
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a pipe trench approximately five (5) feet in width and four (4) feet in depth containing an eight (8) inch steam main and a four (4) foot return in a fifteen (15) inch conduit placed on concrete pads eight (8) feet O.C. with well tapped sandfill above said conduit, containing C.I. Plates, eight (8) inch reinforced concrete slab between curbs and ten (10) inch road bed over slab, under and across the eighty (80) foot public right-of-way of South University Avenue, twenty (20) feet south of the south line of East 60th Street, thence entering into private property, for a period of five (5) years from and after August 11, 1993. (File 23)

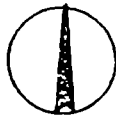
The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the 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

(Continued on page 39120)

Ordinance associated with this drawing printed on pages 39114 through 39118 of this Journal.



MIDWAY PLAINANCE



PLOT PLAN
SCALE 1" = 50'-0"

<p>ORDINANCE DRAWING # 27 CONDUITS UNDER & ACROSS SOUTH UNIVERSITY AVE NORTH OF EAST 59TH STREET.</p>	<p>DWG. NO. 802125 DATE 11/13/80</p>	<p>PHYSICAL PLANNING & CONST. RENOVATIONS THE UNIVERSITY OF CHICAGO</p>
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(Continued from page 39118)

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 39123 of this Journal.]

University Of Chicago.
(924 East 57th Street)

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

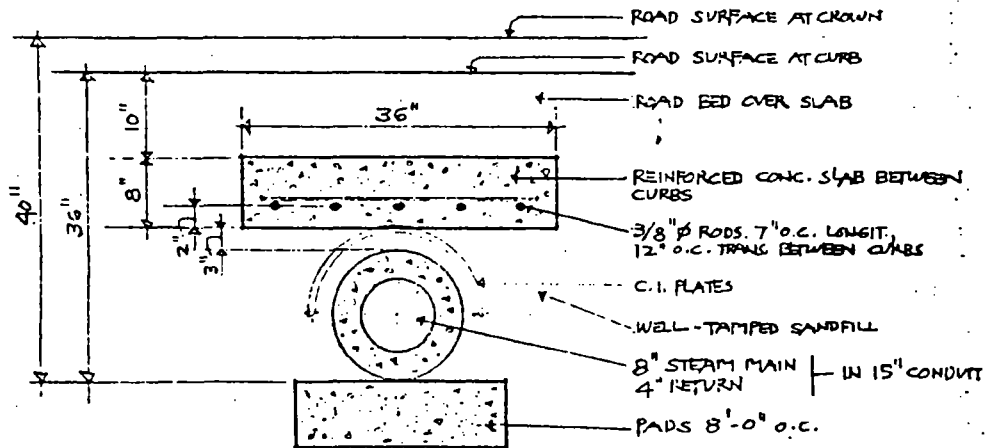
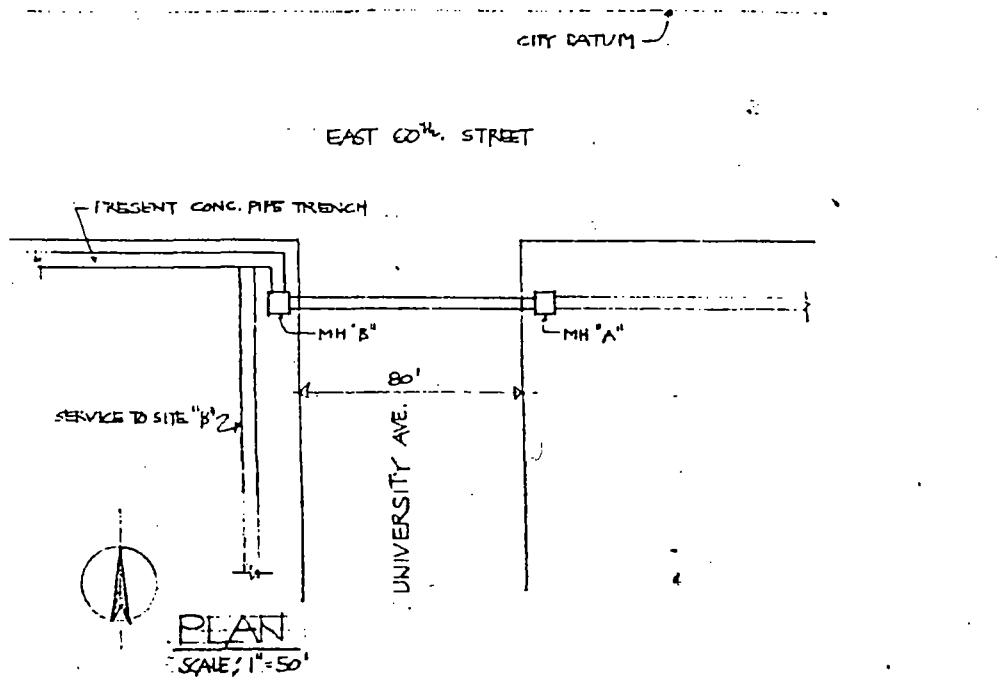
SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4), four (4) inch telecommunication conduits encased in a concrete envelope under the public right-of-way adjacent to the premises known as 924 East 57th Street. Said concrete envelope shall measure sixty-four (64) feet in length and three (3) feet in width for a total of one hundred ninety-two (192) square feet and shall be installed at a depth of four (4) feet below grade, under and across East 57th Street approximately three hundred twenty-three (323) feet west of the centerline of South Ellis Avenue. Said telecommunication conduits shall be used to connect a school building with the New Bioscience Learning Center presently being constructed on the university campus, as shown on print 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 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 39124)

Ordinance associated with this drawing printed on pages 39118 through 39122 of this Journal.



DETAIL OF CONDUIT (UNDER UNIV. AVE.)
SCALE: 3/4" = 1'-0"

ORDINANCE DRAWINGS TUNNEL and CONDUIT LOCATIONS	DATE: 7/24/78	DRAWING No.	THE UNIVERSITY OF CHICAGO Office of Physical Planning and Construction
	PR. BY: JPA	78-92	

(Continued from page 39122)

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 privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawing attached to this ordinance printed on
page 39127 of this Journal.]

University Of Chicago.
(931 East 57th Street)

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

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a pedestrian bridge over East 57th Street. Said bridge shall be one story and shall span over and across the sixty-six (66) foot public right-of-way at a street clearance of not less than seventeen (17) feet, three (3) inches above street grade. Said bridge shall be approximately eighty-five (85) feet, three (3) inches in length and twelve (12) feet, six (6) inches in width and six (6) feet, nine (9) inches in height. Said bridge is to connect the existing Research Institute Building north of 57th Street to the Physics Teaching Center on the south side of 57th Street known as 931 East 57th Street.

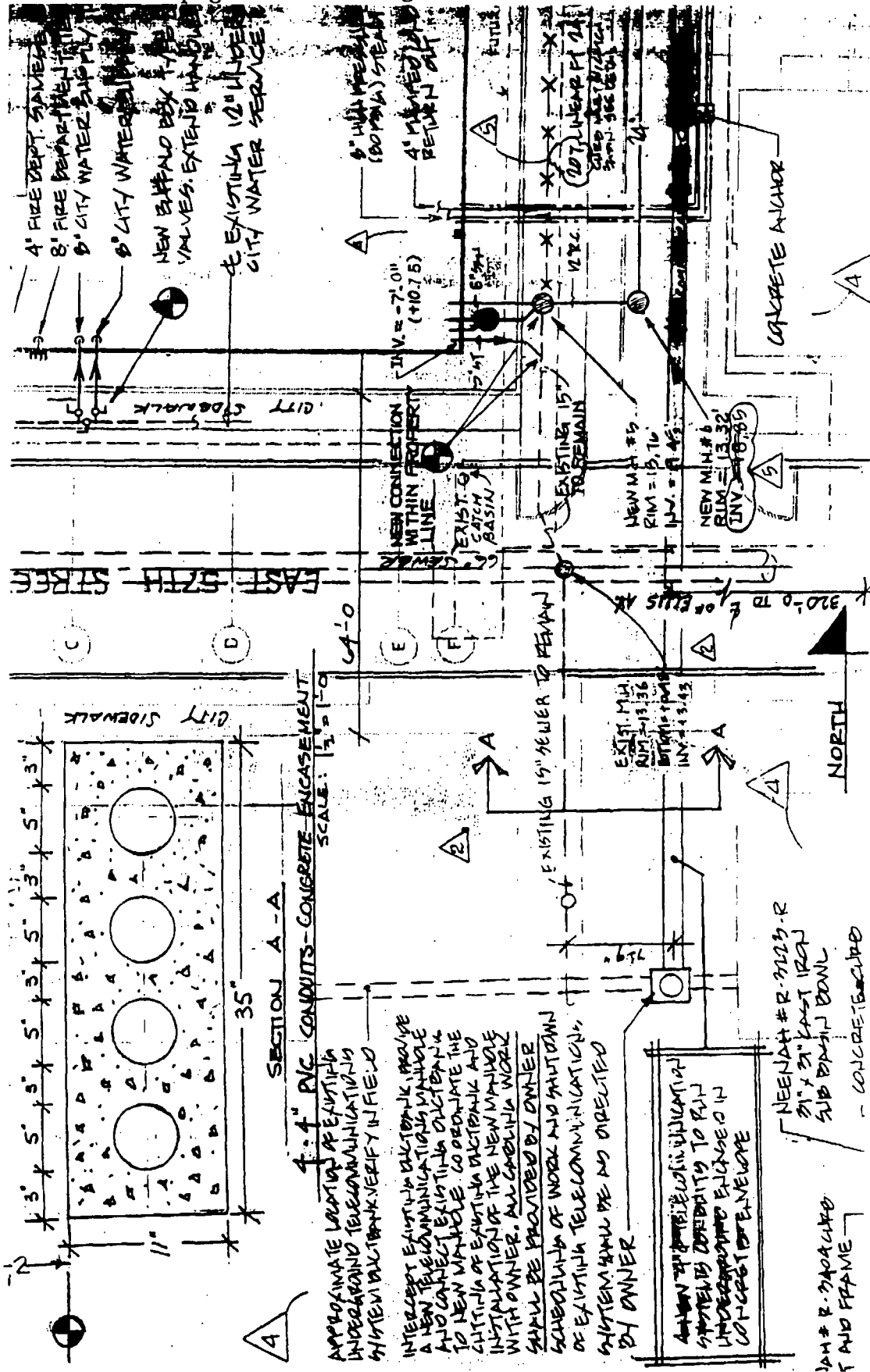
Authority herein granted shall be for a period of five (5) years from and after October 31, 1993. (File 43)

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 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

(Continued on page 39128)

Ordinance associated with this drawing printed on pages 39122 through 39125 of this Journal.



APPROXIMATE LOCATION OF EXISTING UNDERGROUND TELECOMMUNICATIONS SYSTEM DUCTS TO BE VERIFIED IN FIELD

INTERCEPT EXISTING DUCTWORK, PROVIDE A NEW TELECOMMUNICATIONS MANHOLE AND COLLECT EXISTING DUCTWORK TO NEW MANHOLE. COORDINATE THE CUTTING OF EXISTING DUCTWORK AND INSTALLATION OF THE NEW MANHOLE WITH OWNER. ALL CLOSING WORK SHALL BE PROVIDED BY OWNER.

SCHEDULE OF WORK AND SCHEDULE OF EXISTING TELECOMMUNICATIONS SYSTEM SHALL BE AS DIRECTED BY OWNER.

ANY AND ALL TELECOMMUNICATIONS SYSTEMS CONNECTED TO RUN UNDER EXISTING ENCASEMENT IN CONCRETE ENVELOPE

NEEDHAM # R-3223-R
21" x 31" CAST IRON SUB BENCH DRAIN - CONCRETE ENCASED

MAN # R-3204-10
T AND FRAME

(Continued from page 39126)

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.

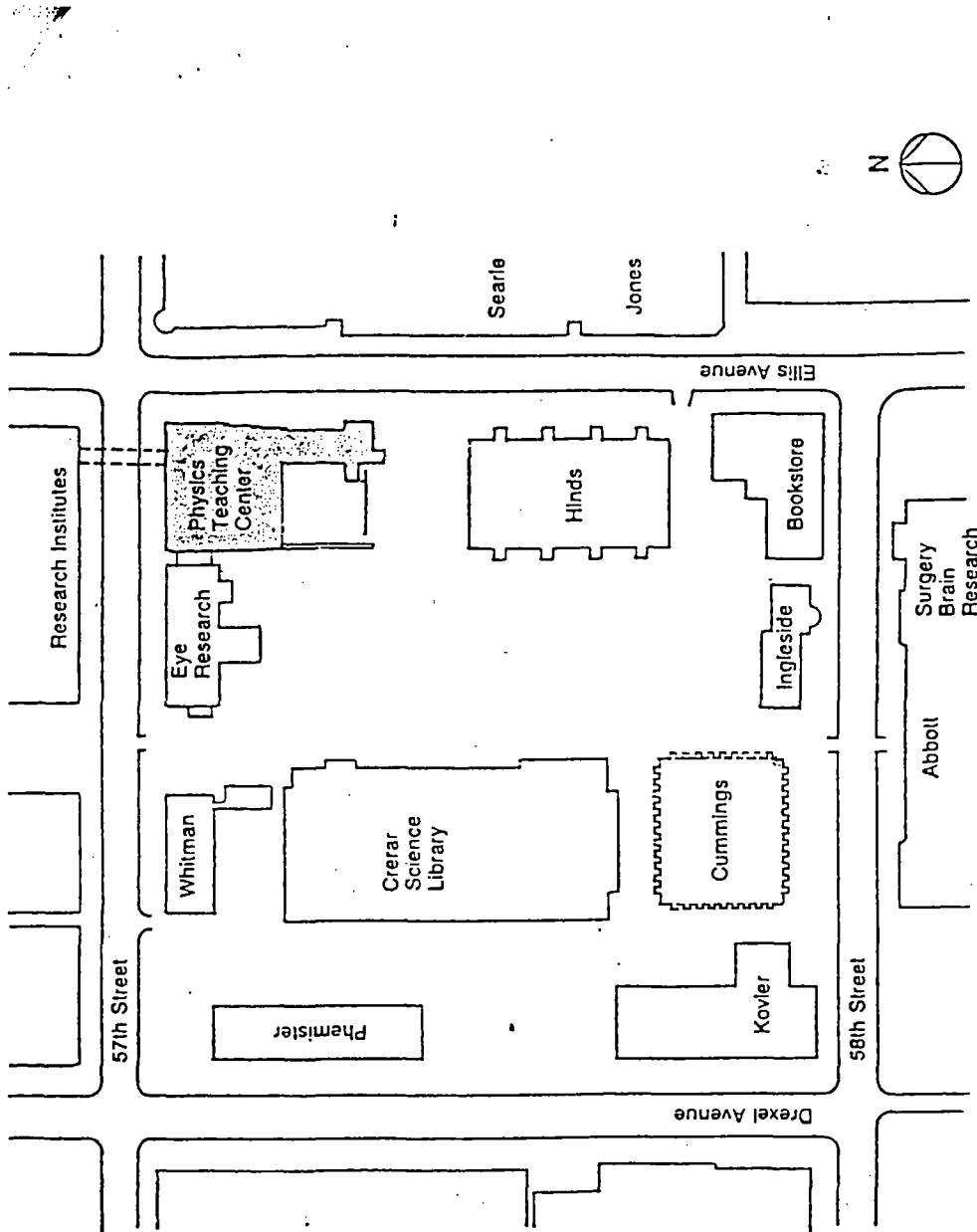
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 39130 of this Journal.]

Ordinance associated with this drawing printed on pages 39126 through 39129 of this Journal.



SITE LOCATION MAP

REPEAL OF PRIOR ORDINANCE AND GRANT OF PRIVILEGE TO
LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST
NUMBER 109111 TO CONSTRUCT, MAINTAIN AND USE
ELEVATED ROADWAY AND SUBSURFACE
VAULTS OVER AND UNDER PUBLIC
WAY ADJACENT TO 165 NORTH
CANAL STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 September 15, 1993) for a grant of privilege in the public way to LaSalle National Bank, as Trustee, under Trust Number 109111 to construct, install, maintain and use an elevated roadway and subsurface vaulted areas along the public right-of-way in the area bounded by West Randolph Street, West Lake Street and North Canal Street adjacent to the premises located at 165 North Canal Street.

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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. Permission and authority are hereby given and granted to LaSalle National Bank, as Trustee, under Trust Number 109111 upon the terms and subject to the conditions of this new ordinance to construct, install, maintain and use an elevated roadway and subsurface vaulted areas along the public right-of-way, in the area bounded by West Randolph Street, West Lake Street, and North Canal Street, adjacent to the premises located at 165 North Canal Street. Said privileges shall be described as follows:

Elevated Roadway

Said elevated roadway shall measure three-hundred eighty-two (382) feet in length and approximately eighteen (18) feet in width for a total of six thousand eight hundred seventy-six (6,876) square feet of space being utilized over the public right-of-way.

Said roadway shall be located approximately one hundred fifty-two (152) feet east of North Canal Street between West Randolph Street and West Lake Street.

Vaults

A. Under North Canal Street

Said vaulted areas shall measure three hundred-fourteen (314) feet in length, fifteen (15) feet in width and eleven (11) feet in depth for a total of four-thousand seven hundred ten (4,710) square feet of space being used under the public right-of-way.

B. Under West Randolph Street

Said vaulted area shall measure one hundred sixty-five (165) feet in length, sixteen (16) feet in width and fourteen (14) feet in depth for a total of two thousand six hundred forty (2,640) square feet of space being used under the public right-of-way.

C. Under West Lake Street

Said vaulted area shall measure one hundred fifty (150) feet in length, fifteen (15) feet in width and twelve (12) feet in depth for a total of two thousand two hundred fifty (2,250) square feet of space being used under the public right-of-way.

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 ordinance for LaSalle National Bank, as Trustee, under Trust Number 109111 for an elevated roadway, that was approved by the City Council of the City of Chicago, and printed in the Journal of the Proceedings of the City Council, dated December 11, 1991 on pages 11188 to 11192, is hereby repealed.

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 Nineteen Thousand Nine Hundred Ninety and no/100 Dollars (\$19,990.00) 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 39136 through 39137 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR CANOPIES.

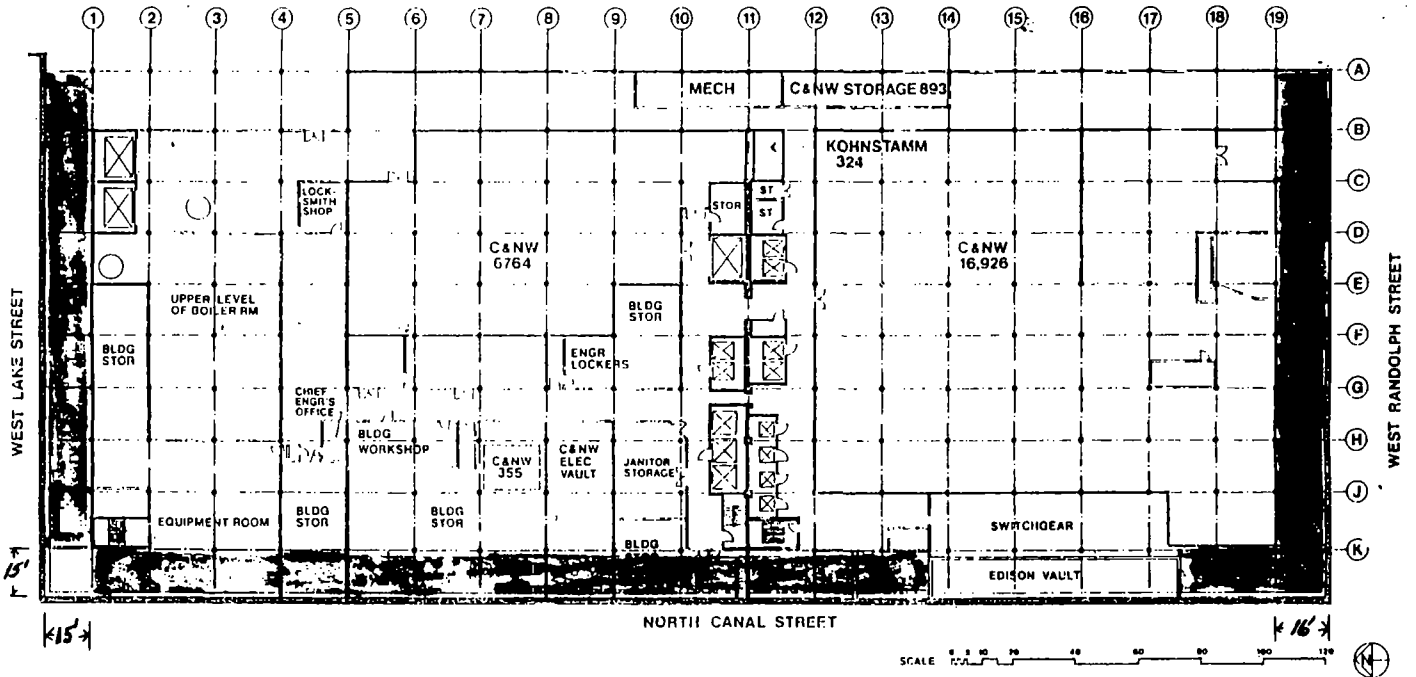
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

(Continued on page 39138)

Ordinance associated with this drawing printed on pages 39132 through 39135 of this Journal.



CANAL ST. SIDEWALK VAULT - LENGTH - 314' WIDTH - 13' HEIGHT - 11'

LAKE ST. SIDEWALK VAULT - LENGTH - 150' WIDTH - 15' HEIGHT - 12'

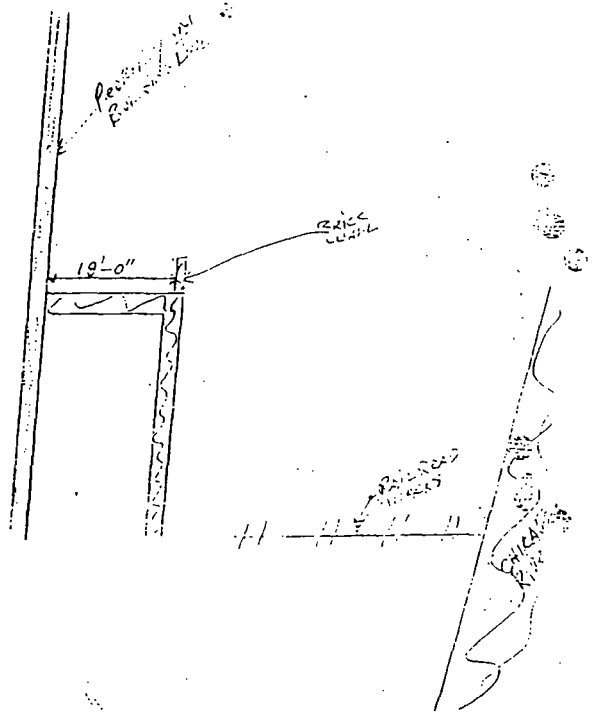
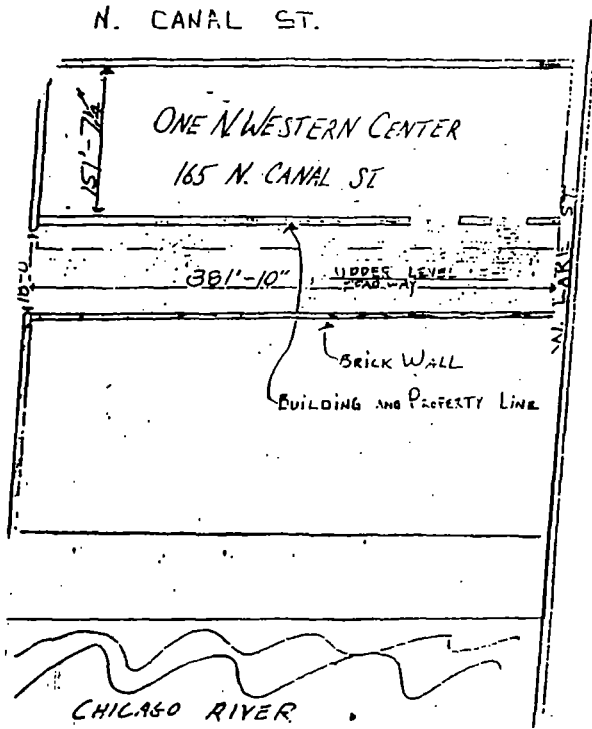
RANDOLPH ST. SIDEWALK VAULT - LENGTH - 165' WIDTH - 16' HEIGHT - 14'

ONE NORTH WESTERN CENTER
165 NORTH CANAL STREET - CHICAGO, ILLINOIS 60608
TELEPHONE 312 263-6200



floor B

Ordinance associated with this drawing printed on pages 39132 through 39135 of this Journal.



(Continued from page 39135)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on September 15, 1993) to construct, maintain and use sundry canopies by various establishments.

This recommendation was concurred in unanimously by a *viya voce* vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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):

*Mr. Dean Kaltsos (Doing Business As
Arbor Inn): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Dean Kaltsos, doing business as Arbor Inn ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 7509 West Belmont Avenue for a period of three (3) years from and after September 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 four (4) 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.

JAO, Inc. (Doing Business As Avanzare): Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to JAO, Inc., doing business as Avanzare ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 161 East Huron and 676 North St. Clair Streets for a period of three (3) years from and after December 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 canopies shall not exceed two (2) at twenty-seven (27) feet and one (1) at fifteen (15) feet, respectively, in length, nor two (2) at six (6) feet and one (1) at seven (7) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty-eight and no/100 Dollars (\$258.00) 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.

Bari Management Ltd.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Bari Management Ltd. ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 3450 North Halsted Street for a period of three (3) years from and after November 18, 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 one (1) at twenty-six (26) feet, one (1) at fifteen (15) feet, one (1) at sixteen (16) feet and one (1) at ninety-five (95) feet, respectively, in length, nor four (4) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Seventy-one and no/100 Dollars (\$271.00) 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.

Brooks Brothers: Canopies.

Ordered. That the Director of Revenue is hereby authorized to issue a permit to Brooks Brothers ("Permittee") to construct, maintain and use seven (7) canopies over the public way attached to the structure located at 713 North Michigan Avenue for a period of three (3) years from September 11, 1993 through September 10, 1996 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 five (5) at eight (8) feet and two (2) at eleven (11) feet, respectively, in length, nor three (3) feet, six (6) inches, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) 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.

Cambridge House Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Cambridge House Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 167 East Ohio Street for a period of three (3) years from and after November 18, 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 fifty (50) 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 Seventy-five and no/100 Dollars (\$75.00) 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 prior 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.

Carl Fischer Of Chicago, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Carl Fischer of Chicago, Inc. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 312 South Wabash 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 canopies shall not exceed one (1) at forty (40) feet and 1 at thirteen (13) feet, respectively, in length, nor one (1) at four (4) feet and one (1) at six (6) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifteen and no/100 Dollars (\$115.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Mustafa Zubi (Doing Business As Central Video): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mustafa Zubi doing business as Central Video ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to

the structure located at 1354 West Taylor Street 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 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.

Chicago Athletic Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Chicago Athletic Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 71 East Madison Street for a period of three (3) years from and after July 10, 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 fifteen (15) 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.

*NEA-Agora, Inc. (Doing Business As
Chicago Fruit Market): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to NEA-Agora, Inc., doing business as Chicago Fruit Market ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3052 West Montrose Avenue for a period of three (3) years from and after September 15, 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 fifty (50) 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 Seventy-five and no/100 Dollars (\$75.00) 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.

*Edgewater Operating Company (Doing Business As
Edgewater Medical Center): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Edgewater Operating Company, doing business as Edgewater Medical Center ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5700 North Ashland Avenue for a period of three (3) years from and after October 30, 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 two hundred sixteen (216) feet in length, nor twelve (12) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Forty-one and no/100 Dollars (\$241.00) 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.

Euromarket Designs, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Euromarket Designs, Inc. ("Permittee") to construct, maintain and use seven (7) canopies over the public way attached to the structure located at 800 West North 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 canopies shall not exceed seven (7) at eighteen (18) feet, respectively, in length, nor seven (7) at six (6) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) 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 prior 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.

*4-M Enterprises, Inc. (Doing Business As
Exchequer Pub): Canopy.*

Ordered. That the Director of Revenue is hereby authorized to issue a permit to 4-M Enterprises, Inc., doing business as Exchequer Pub ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 226 South Wabash Avenue for a period of three (3) years from and after November 18, 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 fourteen (14) 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.

Fashion Enterprises, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Fashion Enterprises, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4834 West Irving Park Road for a period of three (3) years from and after December 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 forty (40) 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 Sixty-five and no/100 Dollars (\$65.00) 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.

G.D.T. Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to G.D.T. Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 678 North Orleans Street for a period of three (3) years from and after September 9, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public

Works, and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-eight (48) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-three and no/100 Dollars (\$73.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

G.O. Parking, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to G.O. Parking, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 221 East Chestnut Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) 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.

Stuart Handler Real Estate Company: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Stuart Handler Real Estate Company ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 5240 North Sheridan Road for a period of three (3) years from and after December 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 canopies shall not exceed four (4) at fourteen (14) feet, three (3) at eight (8) feet and two (2) at twelve (12) feet, respectively, in length, nor four (4) at five (5) feet, three (3) at six point five (6.5) feet and two (2) at five (5) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred Fifty and no/100 Dollars (\$450.00) 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.

Houston's Restaurant, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Houston's Restaurant, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 616 North Rush Street for a period of three (3) years from and after November 18, 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-two (32) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-seven and no/100 Dollars (\$57.00) 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.

International Business Machines Corp.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to International Business Machines Corp. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 330 North Wabash Avenue for a period of three (3) years from and after November 18, 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 one hundred ten (110) feet in length, nor seventeen (17) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Thirty-five and no/100 Dollars (\$135.00) 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.

Jackie's Restaurant: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Jackie's Restaurant ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 2476 -- 2478 North Lincoln Avenue for a period of three (3) years from and after November 18, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at twenty (20) feet, respectively, in length, nor two (2) at six (6) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) 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.

Kiyo's, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Kiyo's, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2831 North Clark Street for a period of three (3) years from and after October 18, 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-seven (37) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty-four and no/100 Dollars (\$124.00) 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.

KMS West Plaza Ltd. Partnership No. 2: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to KMS West Plaza Ltd. Partnership No. 2 ("Permittee") to construct, maintain, and use one (1) canopy over the public way attached to the structure located at 10 West Elm Street for a period of three (3) years from July 11, 1993 through July 10, 1996 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 eleven (11) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Mr. Joseph Knapczyk (Doing Business As
Knight Banquet): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Joseph Knapczyk, doing business as Knight Banquet ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5917 -- 5921 South Pulaski Road for a period of three (3) years from and after September 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 one hundred (100) 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 One Hundred Twenty-five and no/100 Dollars (\$125.00) 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.

*Ms. Rosina Herman (Doing Business
As Mary's Place): Canopies.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ms. Rosina Herman, doing business as Mary's Place ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 4007 North Southport Avenue for a period of three (3) years from and after September 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 canopies shall not exceed one (1) at nineteen (19) feet and one (1) at five (5) feet, respectively, in length, nor one (1) at two (2) feet and one (1) at four (4) feet, respectively, 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 canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Alvin Mazz: Canopy.

Ordered. That the Director of Revenue is hereby authorized to issue a permit to Alvin Mazz ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1900 -- 1906 West Montrose Avenue for a period of three (3) years from September 11, 1993 through September 10, 1996 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 ninety-six (96) 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 One Hundred Twenty-one and no/100 Dollars (\$121.00) 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.

McClurg Court Center: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to McClurg Court Center ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 333 East Ontario Street for a period of three (3) years from and after November 13, 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 one (1) at twenty-seven (27) feet, one (1) at eighteen (18) feet and one (1) at twelve (12) feet, respectively, in length, nor one (1) at fourteen (14) feet, one (1) at eleven (11) feet and one (1) at six (6) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-two and no/100 Dollars (\$152.00) 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.

Butch McGuire's, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Butch McGuire's, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 20 West Division Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one (1) at forty-one (41) feet, one (1) at twenty-five (25) feet, and one (1) at sixteen (16) feet, respectively, in length, nor five (5) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-six and no/100 Dollars (\$66.00) 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.

Moe's Deli-Pub: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Moe's Deli-Pub ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 611 North

Rush Street for a period of three (3) years from and after December 30, 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-eight (28) feet in length, nor seven (7) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars (\$53.00) 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.

Ogilvy And Mather Building: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ogilvy and Mather Building ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 676 North St. Clair Street for a period of three (3) years from and after December 4, 1993 through December 3, 1996 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 sixty-nine (69) 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 Ninety-four and no/100 Dollars (\$94.00) 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.

Richmont Hotel/Rue St. Clair: Canopies.

Ordered. That the Director of Revenue is hereby authorized to issue a permit to Richmont Hotel/Rue St. Clair ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 640 North St. Clair Street for a period of three (3) years from September 11, 1993 through September 10, 1996 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 one (1) at six (6) feet, two (2) at twelve (12) feet and one (1) at seven (7) feet, respectively, in length, nor four (4) at six (6) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars (\$200.00) 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.

Wafbar Corp. (Doing Business As Ross'): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Wafbar Corp., doing business as Ross' ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 7301 North Western Avenue for a period of three (3) years from and after September 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 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.

Mr. Eugenio Ruiz: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Eugenio Ruiz ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2717 West Cermak Road 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-four (24) 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.

Sears Roebuck And Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sears Roebuck and Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2334 -- 2342 West 62nd Street for a period of three (3) years from and after March 15, 1992 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 one hundred nine (109) 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 One Hundred Thirty-four and no/100 Dollars (\$134.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Smith & Thomas Funeral Home: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Smith & Thomas Funeral Home ("Permittee") to maintain and use seven (7) canopies over the public way attached to the structure located at 5708 West Madison Street 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 canopies shall not exceed one (1) at seventeen (17) feet, two (2) at five (5) feet, one (1) at eight (8) feet and three (3) at four (4) feet, respectively, in length, nor one (1) at seven (7) feet, two (2) at three (3) feet, one (1) at three (3) feet and three (3) at two point five (2.5) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) 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 prior 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.

Transportation Building: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to the Transportation Building ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 600 South Dearborn Street for a period of three (3) years from and after October 29, 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 sixteen (16) feet in length, nor ten (10) 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.

U.D.U.P.L. Place Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to U.D.U.P.L. Place Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2543 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 twenty (20) 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.

Union League Club Of Chicago: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Union League Club of Chicago ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 312 South Federal Street for a period of three (3) years from and after September 28, 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-eight (28) 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-three and no/100 Dollars (\$53.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted,

by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Ralph J. Vaivada: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mr. Ralph J. Vaivada ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 812 West Van Buren Street 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 fourteen (14) 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.

Mr. Dean Vosnos: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Dean Vosnos ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4105 West Montrose Avenue for a period of three (3) years from and after September 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 one hundred twenty-five (125) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the 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.

Westmont Auto Parts Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Westmont Auto Parts Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2424 West Montrose Avenue for a period of three (3)

years from and after September 8, 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-nine (39) 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 Sixty-four and no/100 Dollars (\$64.00) 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.

Wing's Chop Suey: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Wing's Chop Suey ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1333 West Taylor Street for a period of three (3) years from and after September 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 twenty-one (21) feet in length, nor four (4) 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.

The Winners Circle: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Winners Circle ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 233 West Jackson Boulevard for a period of three (3) years from December 4, 1993 through December 3, 1996 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 forty-four (44) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-nine and no/100 Dollars (\$69.00) 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.

*3300 North Lake Shore Drive Condominium
Association: Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 3300 North Lake Shore Drive Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3300 North Lake Shore Drive for a period of three (3) years from and after September 11, 1993 through September 10, 1996 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 eighteen (18) 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 TO PERMIT PET SUPPLIES "PLUS"
TO INSTALL AWNING OVER PUBLIC WAY AT
5435 NORTH HARLEM AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 15, 1993) to maintain and use one (1) awning at Pet Supplies "Plus", 5435 North Harlem Avenue.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Pet Supplies "Plus", 5435 North Harlem Avenue, for the installation of an awning over the public way in accordance with plan attached hereto.

[Drawings attached to this order printed on pages 39176 through 39177 of this Journal.]

AUTHORIZATION FOR ISSUANCE OF PERMITS TO
L. T. MANAGEMENT, INCORPORATED FOR
USE OF PUBLIC WAY ADJACENT TO
1157 WEST LUNT AVENUE FOR
BEAUTIFICATION
PURPOSES.

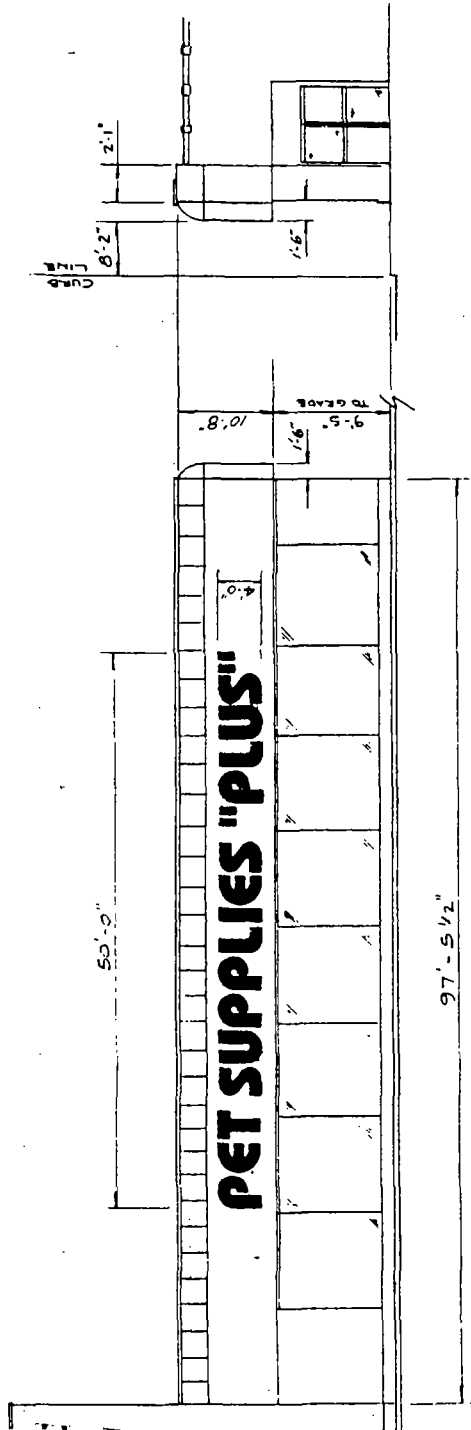
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

(Continued on page 39178)

Order associated with this drawing printed on page 39175 of this Journal.

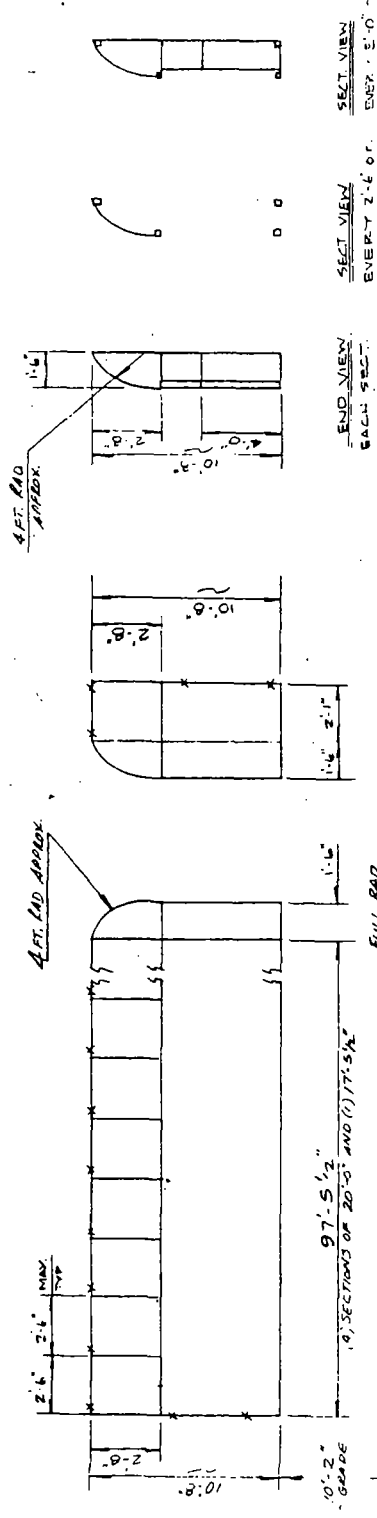


SIDE ELEVATION

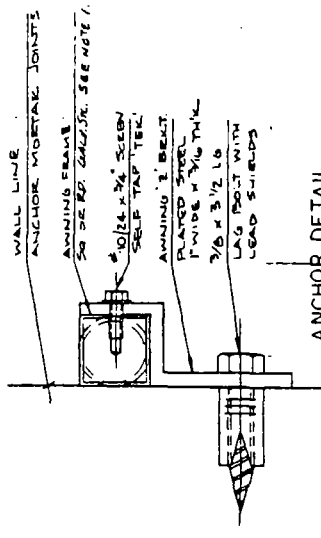
FRONT ELEVATION

AWNINGS PLUS, INC.		367 J Rothwing Rd. Addison, IL 60101	
SCALE:	APPROVED BY:	DRAWN BY: JB	REVIEWED:
DATE: 9.7.93			
PET SUPPLIES "PLUS"		DRAWING NUMBER	
		SHT. 2 OF 2	API 130

Order associated with this drawing printed on page 39175 of this Journal.



- NOTES
1. FRAME - WELDED GALV. STRUCTURE. JOINTS - GROUND & SEALED. 1" OR 2" DIA. OR 1.815 DIA. X 15 GAL. AS SHOWN. (50 - 55,000 PSI YIELD) FABRIC - 16 OR VIN. COATED POLYESTER. DIKO LIT 500 GREEN W/BLACK STRIPES WITH PLANE RETARDANT. 100 X 200 (L/W) TENSILE STRENGTH - PER DETAIL
 2. FABRIC - "PET SUPPLIES PLUS" DIKO LIT 500'S GREEN W/BLACK STRIPES. OUTLINE 4 FT X 50 FT. OR 200 SQ. FT. AREA.
 3. ANCHORAGE - PER DETAIL
 4. SIGNAGE - "PET SUPPLIES PLUS" DIKO LIT 500'S GREEN W/BLACK STRIPES. OUTLINE 4 FT X 50 FT. OR 200 SQ. FT. AREA.
 5. ALL SECTIONS FASTENED TOGETHER USING NO LESS THAN FOUR (4) 3/8" DIA. X 2 1/2" LG. HEX HEAD BOLTS AND HEX NUTS PER JOINT.



ANCHOR DETAIL
 TOP RAIL 2'-6" OC.
 VERT. RAIL @ 1'-6" AND 5'-6"
 FROM BOTTOM

AWNINGS PLUS, INC. 367 J Rohlfing Rd. Addison, IL 60101	
SCALE: 3/16" = 1'-0"	APPROVED BY:
DATE: 9-7-93	REVIEWED:
PET SUPPLIES PLUS 5435 N. HARLEM AVE. CHICAGO, IL 60656	
SHT. 1 OF 2	DRAWING NUMBER 211-50

(Continued from page 39175)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 15, 1993) for a grant of privilege in the public way to L. T. Management, Inc. to install for beautification purposes twelve (12) planter boxes along the public rights-of-way on West Lunt Avenue, West Morse Avenue and North Sheridan Road, adjacent to the premises known as 1157 West Lunt Avenue.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 L. T. Management, Incorporated, to install for beautification purposes twelve (12) planter boxes along the public right-of-ways on West Lunt Avenue, West Morse Avenue and North Sheridan Road, adjacent to the premises known as 1157 West Lunt Avenue, as shown on the print hereto attached.

Said eleven (11) planter boxes shall measure four (4) feet in length and four (4) feet in width and shall be installed along said mentioned right-of-ways for a total of one hundred seventy-six (176) square feet of space.

Said one (1) planter box area, located at the southeast corner of North Sheridan Road and West Lunt Avenue, shall measure fifteen (15) feet in length and four (4) feet in width and eighteen (18) inches in height, for a total of sixty (60) square feet of space.

Said planter box areas shall be landscaped with trees and flowers.

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 planters boxes 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.

[Drawing attached to this order printed
on page 39182 of this Journal.]

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 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 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 way as herein described shall be obtained prior to the date of expiration of this ordinance.

Section 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

Section 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

Section 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

Section 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The

Certificate of Insurance shall name the City of Chicago and its agents and employees as additional insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

Section 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

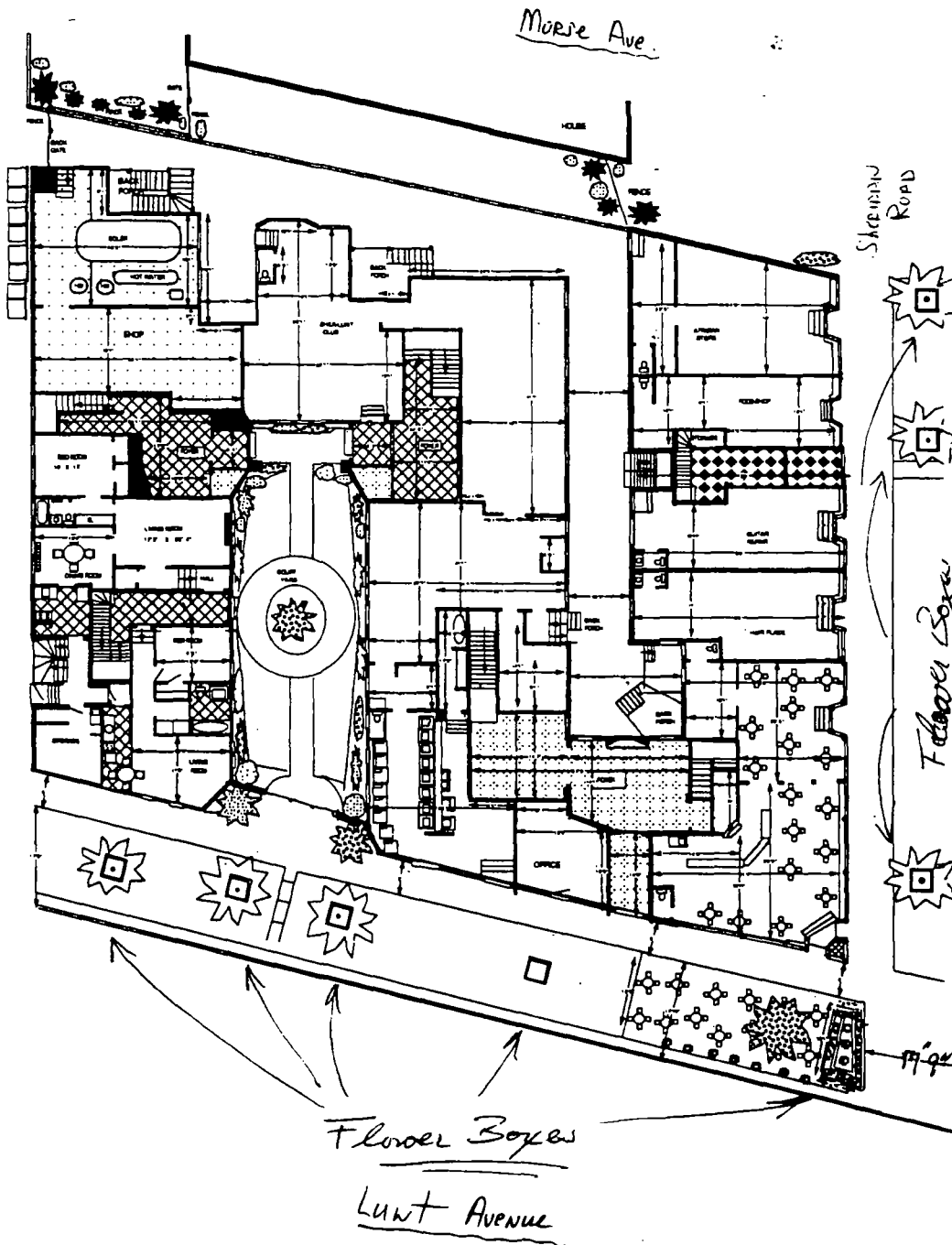
Section 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

Section 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

Section 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on
page 39182 of this Journal.]

Ordinance associated with this drawing printed on pages
39179 through 39181.



AUTHORIZATION FOR ISSUANCE OF PERMITS TO SAWBRIDGE
STUDIOS/CONCEPTS MARKETING ASSOCIATES,
INCORPORATED FOR USE OF PUBLIC WAY
ADJACENT TO 406 NORTH CLARK
STREET FOR BEAUTIFICATION
PURPOSES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 15, 1993) for a grant of privilege in the public way to Sawbridge Studios/Concepts Marketing Associates, Incorporated to install for beautification purposes two (2) planter boxes along the public right-of-way on North Clark Street, adjacent to the premises known as 406 North Clark Street.

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 Sawbridge Studios/Concepts Marketing Associates, Incorporated, to install for beautification purposes two (2) planter boxes along the public right-of-way on North Clark Street, adjacent to the premises known as 406 North Clark Street.

Said two (2) planter boxes each shall measure four (4) feet in length and four (4) feet in width for a total of thirty-two (32) square feet of space, as shown on the print hereto attached.

Said planter boxes shall be installed a minimum of thirty (30) inches from the face of the curb line and shall leave a minimum of six (6) feet of clear space along the sidewalk area at all times for pedestrian traffic and also, no sandwich board is to be installed along the public right-of-way between the two (2) planter boxes.

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 planters 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.

[Drawing attached to this order printed
on page 39188 of this Journal.]

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 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 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.

[Drawing attached to this ordinance printed on page 39188 of this Journal.]

AUTHORIZATION FOR ALLEY IMPROVEMENTS BY
SPECIAL ASSESSMENT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 improvement ordinances transmitted herewith (referred on September 15, 1993) submitted by the Board of Local Improvements.

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

Respectfully submitted,

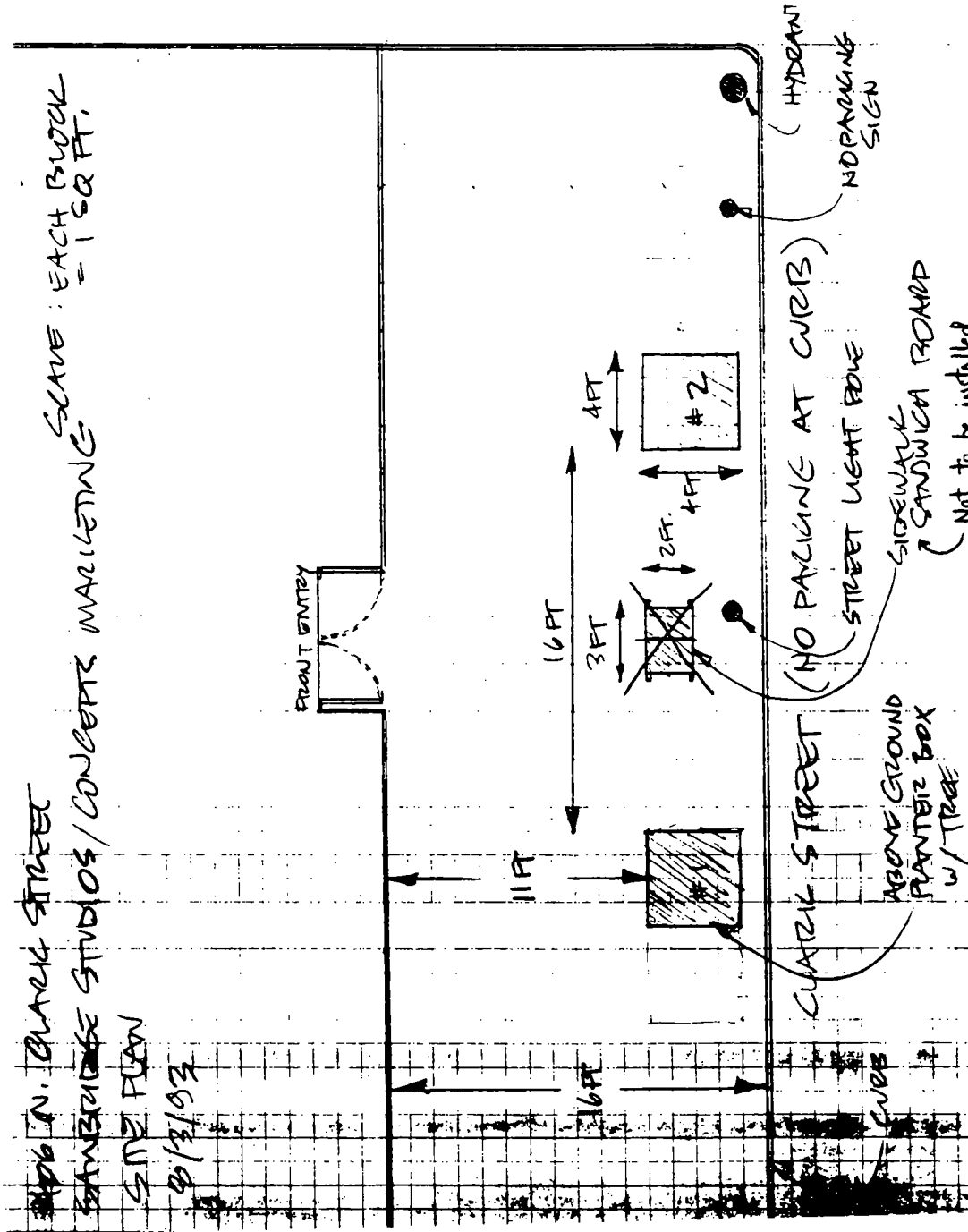
(Signed) PATRICK M. HUELS,
Chairman.

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

(Continued on page 39189)

Ordinance associated with this drawing printed on pages 39184 through 39186.



(Continued from page 39187)

Nays -- None.

Alderman Rugai 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):

*Alley Between West Addison Street, West Cornelia Avenue,
North Odell Avenue And North Oketo Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,829.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Addison Street, West Cornelia Avenue, North Odell Avenue and North Oketo Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$76,595.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,829.00

TOTAL: \$80,424.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between West Addison Street, West Forest Preserve Drive,
North Panama Avenue And North Paris Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$4,823.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Addison Street, West Forest Preserve Drive, North Panama Avenue and North Paris Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$ 96,460.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

4,823.00

TOTAL: \$101,283.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West Altgeld Street, West Montana Street,
North Lincoln Avenue And North Sheffield Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$4,988.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Altegeld Avenue, West Montana Avenue, North Lincoln Avenue and North Sheffield Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$ 99,779.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

4,988.00

TOTAL: \$104,767.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West Balmoral Avenue, West Summerdale Avenue,
North Mont Clare Avenue And North Neva Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,683.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Balmoral Avenue, West Summerdale Avenue, North Mont Clare Avenue and North Neva Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$53,662.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>2,683.00</u>
TOTAL:	\$56,345.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West Berwyn Avenue, West Farragut Avenue,
North Oriole Avenue And North Overhill Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,828.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Berwyn Avenue, West Farragut Avenue, North Oriole Avenue and North Overhill Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$76,565.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,828.00

TOTAL: \$80,393.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between Chicago, Rhode Island And Pacific Railroad,
West 91st Street, South Emerald Avenue And
South Halsted Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$1,859.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

Chicago, Rhode Island and Pacific Railroad, West 91st Street, South Emerald Avenue and South Halsted Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$37,197.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>1,859.00</u>
TOTAL:	\$39,056.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West Clarence Avenue, West Myrtle Avenue,
North Oriole Avenue And North Overhill Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,274.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Clarence Avenue, West Myrtle Avenue, North Oriole Avenue and North Overhill Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$45,486.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

2,274.00

TOTAL: \$47,760.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between West Cornelia Avenue, West Roscoe
Street, North Lowell Avenue And
North Kostner Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,773.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Cornelia Avenue, West Roscoe Street, North Lowell Avenue and North Kostner Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$75,475.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>3,773.00</u>
TOTAL:	\$79,248.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West Eastwood Avenue, West Sunnyside Avenue,
North Mulligan Avenue And North Narragansett Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$5,892.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Eastwood Avenue, West Sunnyside Avenue, North Mulligan Avenue and North Narragansett Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the

City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$117,885.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

5,892.00

TOTAL:

\$123,747.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West Half Street, West Hermione Street,
North Milwaukee Avenue And North Nagle Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,773.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Half Street, West Hermione Street, North Milwaukee Avenue and North Nagle Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$55,473.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

2,773.00

TOTAL: \$58,246.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West Irving Park Road, West Byron Street,
North Kenneth Avenue And North Kilbourn Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$1,065.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Irving Park Road, West Byron Street, North Kenneth Avenue and North Kilbourn Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$21,305.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>1,065.00</u>
TOTAL:	\$22,370.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 38th Street, West 38th Place,
South California Avenue And
South Francisco Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$4,181.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 38th Street, West 38th Place, South California Avenue and South Francisco Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$83,630.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>4,181.00</u>
TOTAL:	\$87,811.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 45th Street, West 46th Street, South
Kilpatrick Avenue And South Keating Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,733.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 45th Street, West 46th Street, South Kilpatrick Avenue and South Keating Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$74,668.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,733.00

TOTAL: \$78,401.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 54th Street, South Archer Avenue, South
Melvina Avenue And South Merrimac Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,488.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 54th Street, South Archer Avenue, South Melvina Avenue and South Merrimac Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$49,779.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>2,488.00</u>
TOTAL:	\$52,267.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 76th Street, West 77th Street, South
Lafayette Avenue And South Perry Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$4,002.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 76th Street, West 77th Street, South Lafayette Avenue and South Perry Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$80,055.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>4,002.00</u>
TOTAL:	\$84,057.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between East 84th Street, East 85th Street,
South Oglesby Avenue And South Crandon Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,696.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 84th Street, East 85th Street, South Oglesby Avenue and South Crandon Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$73,935.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>3,696.00</u>
TOTAL:	\$77,631.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 85th Street, West 86th Street,
South Aberdeen Street And South May Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,580.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 85th Street, West 86th Street, South Aberdeen Street and South May Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$71,617.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,580.00

TOTAL:

\$75,197.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between West 87th Street, West 88th Street, South
Wood Street And South Honore Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,820.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 87th Street, West 88th Street, South Wood Street and South Honore Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$76,418.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,820.00

TOTAL: \$80,238.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between East 88th Street, East 89th Street, South
Jeffery Boulevard And South Euclid Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,254.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 88th Street, East 89th Street, South Jeffery Boulevard and South Euclid Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$65,085.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,254.00

TOTAL:

\$68,339.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 88th Street, West 89th Street, South
Wood Street And South Winchester Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,236.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 88th Street, West 89th Street, South Wood Street and South Winchester Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$64,724.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>3,236.00</u>
TOTAL:	\$67,960.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between East 91st Street, East 92nd Street,
South Colfax Avenue And South Kingston Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,275.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 91st Street, East 92nd Street, South Colfax Avenue and South Kingston Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$65,518.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,275.00

TOTAL: \$68,793.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between East 91st Street, East 92nd Street,
South Crandon Avenue And South
Luella Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,387.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 91st Street, East 92nd Street, South Crandon Avenue and South Luella Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$47,748.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

2,387.00

TOTAL: \$ 50,135.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between East 91st Street, East 92nd Street, South
Kingston Avenue And South Essex Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$4,508.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 91st Street, East 92nd Street, South Kingston Avenue and South Essex Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$90,178.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>4,508.00</u>
TOTAL:	\$94,686.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between East 91st Street, East 92nd Street,
South Paxton Avenue And South Merrill Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,870.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 91st Street, East 92nd Street, South Paxton Avenue and South Merrill Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$57,404.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>2,870.00</u>
TOTAL:	\$60,274.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between East 92nd Street, East 93rd Street, South
Paxton Avenue And South Merrill Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$4,420.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 92nd Street, East 93rd Street, South Paxton Avenue and South Merrill Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$88,416.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

4,420.00

TOTAL: \$92,836.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between East 93rd Street, East 94th Street, South
Chappel Avenue And South Jeffery Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,744.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 93rd Street, East 94th Street, South Chappel Avenue and South Jeffery Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$74,896.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>3,744.00</u>
TOTAL:	\$78,640.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between East 93rd Street, East 94th Street,
South Clyde Avenue And South
Chappel Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,315.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land

therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 93rd Street, East 94th Street, South Clyde Avenue and South Chappel Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$ 66,301.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,315.00

TOTAL: \$ 69,616.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between East 93rd Street, East 94th Street,
South Crandon Avenue And South
Luella Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$4,235.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 93rd Street, East 94th Street, South Crandon Avenue and South Luella Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$ 84,710.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>4,235.00</u>
TOTAL:	\$ 88,945.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between East 93rd Street, East 94th Street, South
Luella Avenue And South Paxton Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,632.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 93rd Street, East 94th Street, South Luella Avenue and South Paxton Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$72,655.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,632.00

TOTAL:

\$76,287.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between East 96th Street, East 97th Street, South
University Avenue And South Greenwood Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,006.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 96th Street, East 97th Street, South University Avenue and South Greenwood Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$40,134.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>2,006.00</u>
TOTAL:	\$42,140.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 104th Street, West 105th Street,
South Albany Avenue And South Troy Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,902.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 104th Street, West 105th Street, South Albany Avenue and South Troy Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$58,048.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

2,902.00

TOTAL:

\$60,950.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between East 105th Place, East 106th Street,
South Dauphin Avenue And South Rhodes Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,682.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 105th Place, East 106th Street, South Dauphin Avenue and South Rhodes Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala
(Signed) Larry Garnet
(Signed) Thomas Lhee
(Signed) Frank Pauley
(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$53,652.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>2,682.00</u>
TOTAL:	\$56,334.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 105th Street, West 106th Street, South
Wallace Street And South Lowe Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,893.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 105th Street, West 106th Street, South Wallace Street and South Lowe Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$57,866.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>2,893.00</u>
TOTAL:	\$60,759.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between West 106th Place, West 107th Street, South
LaSalle Street And South Wentworth Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$1,687.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 106th Place, West 107th Street, South LaSalle Street and South Wentworth Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$33,742.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>1,687.00</u>
TOTAL:	\$35,429.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 108th Street, West 109th Street, South
Union Avenue And South Emerald Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,582.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 108th Street, West 109th Street, South Union Avenue and South Emerald Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$71,652.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>3,582.00</u>
TOTAL:	\$75,234.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between East 109th Street, East 111th Street,
Illinois Central Railroad Right-Of-Way
And South Eberhart Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$6,843.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 109th Street, East 111th Street, Illinois Central Railroad Right-of-Way and South Eberhart Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$136,878.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>6,843.00</u>
TOTAL:	\$143,721.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 110th Street, West 110th
Place, Part Of Lot 1 And South
Normal Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,669.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land

therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 110th Street, West 110th Place, Part of Lot 1 and South Normal Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$ 53,382.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

2,669.00

TOTAL: \$ 56,051.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between West 110th Street, West 111th
Street, South Halsted Street And South
Green Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,034.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 110th Street, West 111th Street, South Halsted Street and South Green Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$ 60,695.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,034.00

TOTAL: \$ 63,729.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 110th Street, West 111th Street,
South Wallace Street And South Lowe Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,905.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 110th Street, West 111th Street, South Wallace Street and South Lowe Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala
(Signed) Larry Garnet
(Signed) Thomas Lhee
(Signed) Frank Pauley
(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$78,110.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>3,905.00</u>
TOTAL:	\$82,015.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between West 111th Street, West 112th Street,
South Emerald Avenue And South Halsted Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,623.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 111th Street, West 112th Street, South Emerald Avenue and South Halsted Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend that passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$72,460.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>3,623.00</u>
TOTAL:	\$76,083.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between West 111th Street, West 112th Street,
South Whipple Street And South Albany Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,225.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 111th Street, West 112th Street, South Whipple Street and South Albany Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$64,508.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

3,225.00

TOTAL:

\$67,733.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

—
*Alley Between West 112th Place, West 113th Place,
South Aberdeen Street And
South May Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$4,017.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 112th Place, West 113th Place, South Aberdeen Street and South May Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$80,353.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>4,017.00</u>
TOTAL:	\$84,370.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 113th Street, West 114th Street, South
Harvard Avenue And South Stewart Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,300.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 113th Street, West 114th Street, South Harvard Avenue and South Stewart Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$66,019.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>3,300.00</u>
TOTAL:	\$69,319.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 113th Street, West 114th Street, South
Wallace Street And South Lowe Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,824.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of

the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 113th Street, West 114th Street, South Wallace Street and South Lowe Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	\$56,485.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	<u>2,824.00</u>
TOTAL:	\$59,309.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

*Alley Between West 128th Place, West 129th
Place, South Green Street And
South Peoria Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$4,942.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

Recommendation of Board of Local Improvements and Estimate of Cost attached to this ordinance reads as follows:

Recommendation By Board Of Local Improvements

To the Mayor and Aldermen of the City of Chicago, in City Council assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 128th Place, West 129th Place, South Green Street and South Peoria Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Larry Garnet

(Signed) Thomas Lhee

(Signed) Frank Pauley

(Signed) Kenneth Smoot

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

\$98,859.00

Deficiency in interest on the assessment,
cost of making, levying and collecting said
assessment and lawful expenses attending
the making of said improvements

4,942.00

TOTAL: \$103,801.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, June 25, 1993, the Board of Local Improvements.

CLOSE TO TRAFFIC PORTION OF WEST BELLE PLAINE AVENUE
AND PORTIONS OF PUBLIC ALLEYS IN AREA BOUNDED
BY WEST WARNER AVENUE, WEST BELLE PLAINE
AVENUE, NORTH LINCOLN AVENUE
AND NORTH DAMEN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 close to vehicular traffic the east fifteen (15) feet of that part of West Belle Plaine Avenue, between North Damen Avenue and North Lincoln Avenue, along with the south 50.36 feet of the north/south and northwesterly/southeasterly sixteen (16) foot public alleys adjacent thereto. This ordinance was referred to the committee on October 4, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (Department of Planning and Development, Neighborhood Services) and the North Center Chamber of Commerce in connection with Belle Plaine Town Square Project desires to close to vehicular traffic, the east fifteen (15) feet of that part of West Belle Plaine Avenue, between North Damen Avenue and North Lincoln Avenue together with the south fifty point thirty-six (50.36) feet, more or less, of the north/south and northwesterly/southwesterly sixteen (16) foot public alleys in the block bounded by West Warner Avenue, West Belle Plaine Avenue, North Lincoln Avenue and North Damen Avenue; and

WHEREAS, This project has the support of both community organizations and local businesses; and

WHEREAS, The part of street and alleys to be closed to vehicular traffic will be landscaped, developed and improved in accordance with City standards; now, therefore,

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

SECTION 1. That all that part of West Belle Plaine Avenue lying between the west line of North Damen Avenue and a line fifteen (15) feet west of and parallel to the west line of North Damen Avenue;

Also

all that part of the north/south and northwesterly/southwesterly sixteen (16) foot public alleys lying between a line two hundred sixteen (216) feet south of and parallel to the south line of West Warner Avenue and the north line of West Belle Plaine Avenue as colored in blue and indicated by the words "To Be Closed To Vehicular Traffic" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same are hereby closed to vehicular traffic, except for police, fire and other emergency vehicles.

SECTION 2. No buildings or structures shall be constructed on that part of West Belle Plaine Avenue and the public alleys as closed, or other use made of said area that would interfere with the maintenance of existing utilities.

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

[Drawing attached to this ordinance printed on
page 39304 of this Journal.]

Ordinance associated with this drawing printed on page 39303 of this Journal.

"A"

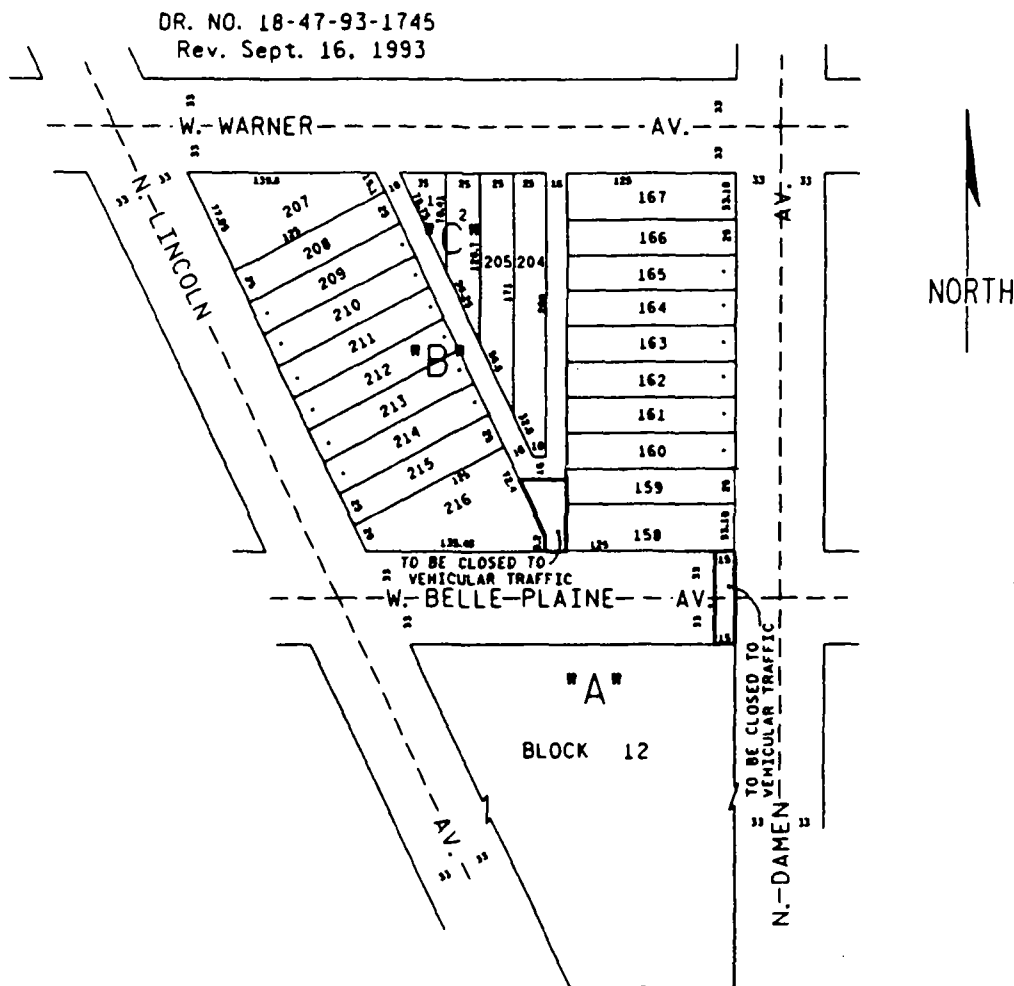
W. B. Ogden's Subdivision of the SW. 1/4 of Sec. 18-40-14

"B"

Rudolph's Subdivision of Blocks 4 and 5 in W. B. Ogden's Subdivision, etc. (See "A")

"C"

Subdivision of Lot 206 of Rudolph's Subdivision of Block 4 and 5, etc. (See "B")



VACATION OF PORTION OF NORTH BESLY COURT
BETWEEN WEST BLOOMINGDALE AVENUE
AND WEST WABANSIA AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 June 9, 1993. Said ordinance vacates all of that part of North Besly Court lying between West Bloomingdale Avenue and West Wabansia Avenue. This ordinance was referred to the committee on October 4, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council June 9, 1993 appearing on pages 33822 through 33826 of the Council Journal of the Proceedings of said date, providing for the "Vacation of portion of North Besly Court, between West Bloomingdale Avenue and West Wabansia Avenue"; and

WHEREAS, Said ordinance was not recorded within the 90 day time period as provided in the ordinance; and

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, truck loading 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, Sipi Metals Corporation is an industrial firm employing approximately one hundred fifty (150) persons in the processing, recovery, and recycling of metals; and

WHEREAS, Sipi Metals Corporation proposes to limit the use of the street to be vacated herein for purposes of processing, recovery, and recycling of metals and such other uses which are reasonably necessary therefor; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of North Besly Court lying easterly of the easterly line of Lots 46 to 56, both inclusive, and the easterly line of Lot 59 lying westerly of the westerly line of Lots 60 to 72, both inclusive; lying northerly of a line drawn from the southeasterly corner of Lot 59 to the southwesterly corner of Lot 60; and lying southerly of a line drawn from the northeasterly corner of Lot 46 to the northwesterly corner of Lot 72, all in Block 20 in subdivision of Blocks 17, 18, 20, 21 (except Lots 1, 6 and 12 in said Block 21) 23, 28, 29, 30, 31, 32 (except Lots 1, 2, 3, 6 and 7) 33, 38, 39, 40 and 41 of Sheffield's Addition to Chicago in Sections 29, 31, 32 and 33, Township 40 North, Range 14 East of the Third Principal Meridian; said part of public street herein vacated being further described as all that part of North Besly Court lying between West Bloomingdale Avenue and West Wabansia 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 City of Chicago hereby reserves for the benefit of the Metropolitan Water Reclamation District of Greater Chicago an easement to construct, reconstruct, repair, maintain and operate existing intercepting sewers and appurtenances thereto in all that part of North Besly Court, as herein vacated, with the right of access to said facilities at all times. It is further provided that no buildings or other structures shall be erected on said area herein reserved or other use made of said area, which in the judgment of the officials having control of the aforesaid facilities would interfere with the construction, reconstruction, repair, maintenance and operation of said facilities, or the construction of additional facilities.

The beneficiary hereby agrees to accept and maintain as private sewers all existing City of Chicago sewers and appurtenances thereto located in that part of North Besly Court herein vacated.

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 processing, recovery and recycling of metals only and for those structures and additional uses which are reasonably necessary to permit such activities including the location of processing, recovery and recycling 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 covenants 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 Sipi Metals Corporation and the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 32800 and Trust No. 105453-09 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 39309 of this Journal.]

VACATION OF PORTION OF SOUTH HILLOCK AVENUE
BETWEEN SOUTH LOCK STREET AND SOUTH
BRANCH OF CHICAGO RIVER.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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

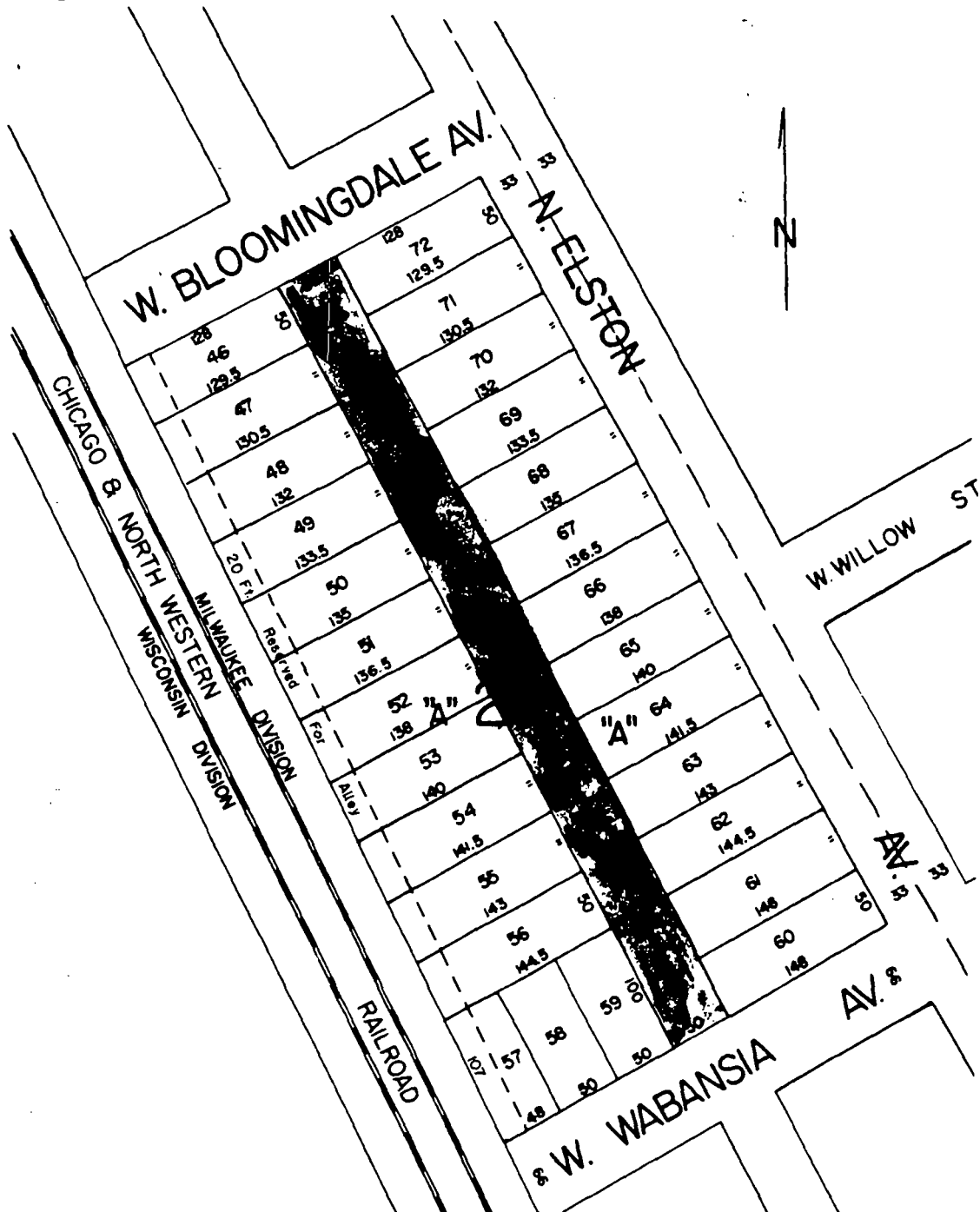
(Continued on page 39310)

Ordinance associated with this drawing printed on pages 39307 through 39308 of this Journal.

"A"

Sub. of Blk's 17,18,20,21 (except lots 1,6,12 in said Blk. 21 (except lots 1,6,12 in said Blk. 21) 23, 28, 29, 30, 31, 32 (except lots 1,2,3,6,7) 33, 38, 39,40,41 of Sheffield's Add. to Chicago in Sec's. 29,31,32 & 33-40-14 (By Trustees of ChicagoLand Co.)

DR. No. 32-32-89-1379



(Continued from page 39308)

Council on June 9, 1993. Said ordinance vacates that part of South Hillock Avenue lying between South Lock Street and the easterly Dock Line of the South Fork of the South Branch of the Chicago River. This ordinance was referred to the committee on October 4, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council June 9, 1993, appearing on pages 33825 and 33827 through 33830 of the Council Journal of the Proceedings of said date, providing for "Vacation of portion of South Hillock Avenue, between South Lock Street and South Branch of Chicago River"; and

WHEREAS, Said ordinance was not recorded within the 90 day time period as provided in the ordinance; and

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, truck loading 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, Holsum Baking ("Holsum"), a division of Metz Baking Company, is a firm employing two hundred fifty (250) persons at 2883 South Hillock Avenue, Chicago, Illinois 60608 in the wholesale baking and food production and distribution industry; and

WHEREAS, Metz Baking Company is the owner of the property referenced above; and

WHEREAS, Holsum proposes to limit the use of South Hillock Avenue herein for purposes of wholesale baking, production and distribution of food and kindred products, and such other uses which are reasonably necessary therefor; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of South Hillock Avenue lying north of the north line of Block 17 in Canal Trustee's Subdivision of the south fractional Section 29, Township 39 North, Range 14 East of the Third Principal Meridian; lying south of the south line of Lots 11, 12 and 13 in Block 9 in Canal Trustee's extended subdivision of Blocks 7, 8 and 9 of

southwest quarter of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian; lying westerly of a line drawn from the intersection of the northeasterly and southeasterly lines of Lot 11 in Block 9 in Canal Trustee's extended subdivision aforementioned to the intersection of the northwesterly and northeasterly lines of Block 17 in Canal Trustee's Subdivision of the south fractional Section 29 aforementioned; and lying easterly of the easterly Dock Line of the South Fork of the South Branch of the Chicago River as established by ordinance passed June 11, 1869 said part of public street herein vacated being further described as all that part of South Hillock Avenue lying between South Lock Street and the easterly Dock Line of the South Fork of the South Branch of the Chicago River 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 Metz Baking Company hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of South Hillock Avenue as herein vacated.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along all that part of South Hillock Street 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 wholesale baking, production and distribution of food and kindred products only and for those structures and additional uses which are reasonably necessary to permit such activities including the location of production, distribution and service facilities, storage, employee and customer parking, an accessory retail outlet store, 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 but not considering the improvements constructed or installed by Metz Baking Company or its successors or assigns.

SECTION 4. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Metz Baking Company 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 Council, 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 39314 of this Journal.]

VACATION OF PORTIONS OF NORTH SOUTHPORT AVENUE,
WEST ARMITAGE AVENUE AND PUBLIC
ALLEYS ADJACENT THERETO.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 North Southport Avenue, between West McLean Avenue and West Cortland Street, and West Armitage Avenue, between North Southport Avenue and the North Branch of the Chicago River, as well as the adjacent alleys. This ordinance was referred to the committee on October 4, 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 39315)

Ordinance associated with this drawing printed on pages 39311 through 39313 of this Journal.

•A•

Canal Trustee's Sub. of South Fractional Sec. 29-39-14.

•B•

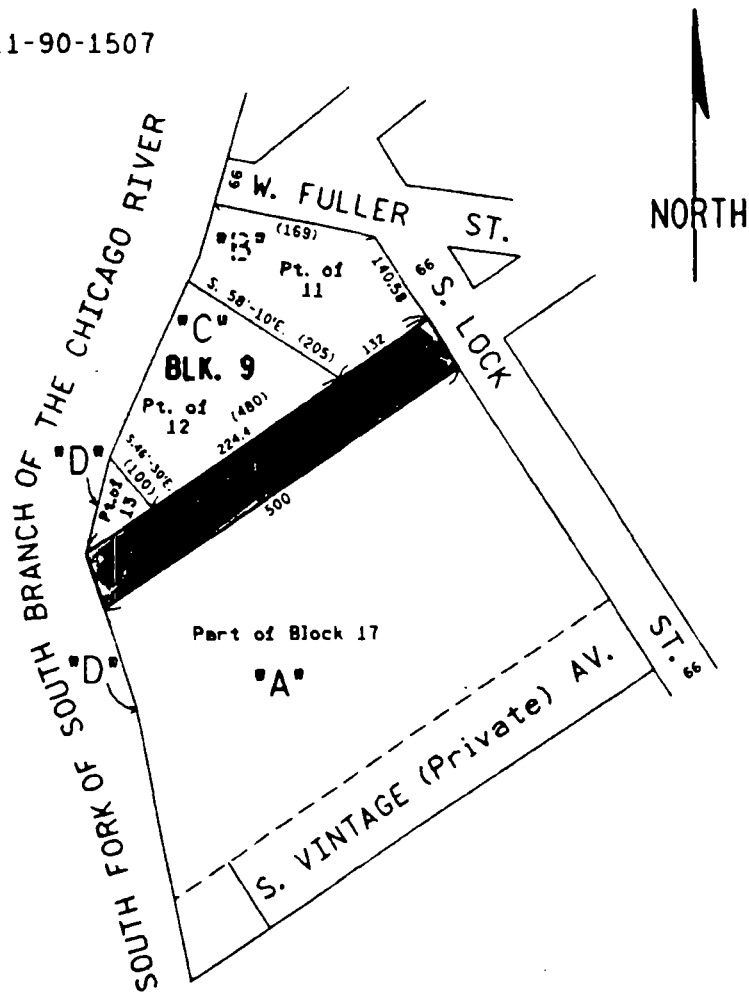
Canal Trustee's Sub. of the Blocks in Frac'l. 1/2 Sec. 29-39-14.

•C•

Canal Trustee's extended Sub. of Blocks 7, 8 and 9 of S.W. 1/4 Sec. 29-39-14 at Bridgeport. •D•

Ordinance for establishing Dock Line Passed June 11, 1869.

Dr. No. 29-11-90-1507



(Continued from page 39313)

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suárez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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, A. Finkl & Sons Co. is a firm employing approximately 415 persons at 2011 North Southport Avenue, Chicago, Illinois 60614 in the manufacture of steel ingots and forgings; and

WHEREAS, A. Finkl & Sons Co. proposes to limit the use of West Armitage Avenue, North Southport Avenue and part of public alleys to be vacated herein for such manufacturing purposes and of 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 parts of public streets and 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 North Southport Avenue lying east of the east line of Lots 1 to 4, both inclusive, in Block 5 in W.F. Dominick's Subdivision of Lots 1, 2 and 3 in Block 14 of Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian; lying east of the east line of Lot 1 in Block 1 in J.F. Lawrence's Subdivision of Lot 4 in Block 14 in Sheffield's Addition aforementioned; lying east of the east line of Lot 1 in Block 2 in J.F. Lawrence's Subdivision aforementioned; lying east of a line drawn from the southeast corner of Lot 4 in Block 5 in W.F. Dominick's Subdivision aforementioned in the northeast corner of Lot 1 in Block 1 in J.F. Lawrence's Subdivision aforementioned; lying east of a line drawn from the southeast corner of Lot 1 in Block 1 to the northeast corner of Lot 1 in Block 2 in J.F. Lawrence's Subdivision aforementioned; lying east of a line drawn from the southeast corner of Lot 1 in Block 1 in J.F. Lawrence's Subdivision aforementioned to the northeast corner of Lot 5 in Block 14 in Sheffield's Addition to Chicago aforementioned; lying east of the east line of Lot 5 in Block 14 in Sheffield's Addition to Chicago aforementioned; lying west of the west line of Lots 43, 44, 45, 48, 49 and the west line of Lots 51 to 63, both inclusive; lying west of a line drawn from the southwest corner of Lot 61 to the northwest corner of Lot 60; lying west of a line drawn from the southwest corner of Lot 45 to the northwest corner of Lot 44 (said line being the west line of West Crooked Street vacated by ordinance passed June 10, 1960 and recorded August 22, 1960 as Document No. 17943252) all in Block 1 in Subdivision of Block 13 in Sheffield's Addition to Chicago in Section 32; lying north of a line drawn from the southeast corner of Lot 5 in Block 14 in Sheffield's Addition to Chicago aforementioned to the southwest corner of Lot 43 in Block 1 in Subdivision of Block 13 aforementioned; and lying south of the eastwardly extension of the north line of Lot 1 in Block 5 in W.F. Dominick's Subdivision aforementioned;

Also

that part of West Armitage Avenue lying south of the south line of Lots 1 to 15, both inclusive, in Block 1; lying north of the north line of Lots 1 to 13, both inclusive, in Block 2; lying west of a line drawn from the southeast corner of Lot 1 in Block 1 to the northeast corner of Lot 1 in Block 2; and lying easterly of a line drawn from a point on the south line of Lot 15 in Block 1 which is 346.58 feet west of the west line of North Southport Avenue, as measured on the north line of West Armitage Avenue, to a point on the north line of Lot 13 in Block 2 which is 331.58 feet west of the west line of North Southport Avenue as measured on the south line of West Armitage Avenue, all in J.F. Lawrence's Subdivision aforementioned;

Also

all that part of the east/west twelve (12) foot public alley lying south of the south line of Lots 4, 5, 6 and 7 and south of a line drawn from the southwest corner of Lot 4 to the southeast corner of Lot 5 in Block 5 in W.F. Dominick's Subdivision aforementioned; lying north of the north line of Lots 1 to 8, both inclusive in Block 1 in J.F. Lawrence's Subdivision aforementioned; lying west of a line drawn from the southeast corner of Lot 4 in Block 5 in W.F. Dominick's Subdivision aforementioned to the northeast corner of Lot 1 in Block 1 in J.F. Lawrence's Subdivision aforementioned; and lying easterly of a curved line convex to the northeast having a radius of 177.53 and intersecting the south line of Lot 7 in Block 5 in W.F. Dominick's Subdivision aforementioned at a point which is 5.57 feet west of the southeast corner of said Lot 7 and intersecting the north line of Lot 8 in Block 1 in J. F. Lawrence's Subdivision aforementioned at a point which is 14.17 feet west of the northeast corner of said Lot 8;

Also

all that part of the north/south 16 foot public alley lying west of the west line of Lot 4; lying east of the east line of Lot 5; lying north of a line drawn from the southwest corner of Lot 4 to the southeast corner of Lot 5; and lying south of the westwardly extension of the north line of Lot 4, being the south line of the public alley vacated by ordinance passed January 30, 1905 and recorded February 27, 1905 as Document No. 3658389 all in Block 5 in W. F. Dominick's Subdivision aforementioned;

Also

all that part of the east/west and northwesterly/southeasterly 16 foot public alleys lying north and northeasterly of the north and northeasterly lines of Lot 60; lying south of the south line of Lot 61; lying southeasterly of the southeasterly line of Lot 67; lying southwesterly of the southwesterly line of Lots 68 and 69; lying east of a line drawn from the southwest corner of Lot 61 to the northwest corner of Lot 60; and lying northerly of a line drawn from a point on the easterly line of Lot 60 which is 5.5 feet northwesterly of the southeast corner of said Lot 60, as measured on said easterly line thereof, to a point on the southwesterly line of Lot 69 which is 7.0 feet northwesterly of the southwest corner of said Lot 69, as measured on said southwesterly line thereof (said line being the northerly line of the public alley vacated by ordinance passed June 14, 1951 and recorded July 20, 1951 as Document No. 15128221); all in Block 1 in subdivision of Block 13 aforementioned; said part of public streets and part of public alleys herein vacated being further described as the vacation of West Armitage Avenue lying between the west line of North Southport Avenue and the east line of the North Branch of the Chicago River; also North Southport Avenue between the south line of West McLean Avenue and the north line of West Cortland Street together with all of the remaining alleys in the area bounded by West McLean Avenue, West Armitage Avenue, North Southport Avenue, and North Dominick Street extended and the remaining east/west and northwesterly/southeasterly 16 foot public alleys running east and southeasterly from North Southport Avenue between West McLean Avenue extended east and West Armitage Avenue extended east 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 all those portions of North Southport Avenue and West Armitage 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 North Southport Avenue and West Armitage Avenue 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 a thirty (30) foot easement located fifteen (15) feet on each side of the center line of the existing public sewers

located approximately on the center line of North Southport Avenue between West Cortland Street and West McLean Avenue and also, the center line of West Armitage Avenue between North Southport Avenue and the North Branch of the Chicago River as herein vacated, as a right-of-way for existing sewers and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in North Southport Avenue and West Armitage Avenue as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said easement herein reserved or other use made of said area, which in the judgment of the respective 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.

By recording a copy of this ordinance, A. Finkl & Sons Co. hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances located in the public ways herein vacated other than those described in the foregoing paragraph.

The City of Chicago hereby reserves for the benefit of the Metropolitan Water Reclamation District of Greater Chicago an easement to construct, reconstruct, repair, maintain and operate existing intercepting sewers and appurtenances thereto in all of West Armitage Avenue and that part of North Southport Avenue lying south of the eastwardly extension of the north line of West Armitage Avenue, as herein vacated, with the right of access to said facilities at all times. It is further provided that no buildings or other structures shall be erected on the said area herein reserved or other use made of said area, which in the judgment of the officials having control of the aforesaid facilities would interfere with the construction, reconstruction, repair, maintenance and operation of said facilities, or the construction of additional facilities.

The City of Chicago hereby reserves the south six (6) feet of North Southport Avenue as herein vacated as a right-of-way for existing city traffic signal facilities, and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned traffic signal facilities. 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 respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, and reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

By recording a copy of this ordinance, A. Finkl & Sons Co. agrees to accept and maintain as private facilities all streetlight facilities and appurtenances located in the public ways herein vacated.

The City of Chicago hereby reserves North Southport Avenue as herein vacated as a right-of-way for existing fire alarm, conduit and cable and for the installation of any additional fire alarm cable. 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 respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities or the use, maintenance, renewal, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and 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 electrical energy and telephonic and associated services under, over, and along North Southport Avenue and West Armitage Avenue 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 to the manufacturing of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such activities including the location of production, distribution and service facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or abandonment.

SECTION 4. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the A. Finkl & Sons Co. 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 39322 of this Journal.]

VACATION OF PORTIONS OF PUBLIC ALLEYS AND GRANT OF EASEMENT BY CHICAGO TRANSIT AUTHORITY FOR PUBLIC ALLEYS IN AREA BOUNDED BY NORTH RAVENSWOOD AVENUE, WEST CUYLER AVENUE, NORTH WOLCOTT AVENUE AND WEST WARNER AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 June 9, 1993. Said ordinance vacates the east 169 feet of the east/west 16 foot public alleys in the blocks bounded by West Warner Avenue, West Cuyler Avenue, North Wolcott Avenue and North Ravenswood Avenue. This ordinance was referred to the committee on October 4, 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.

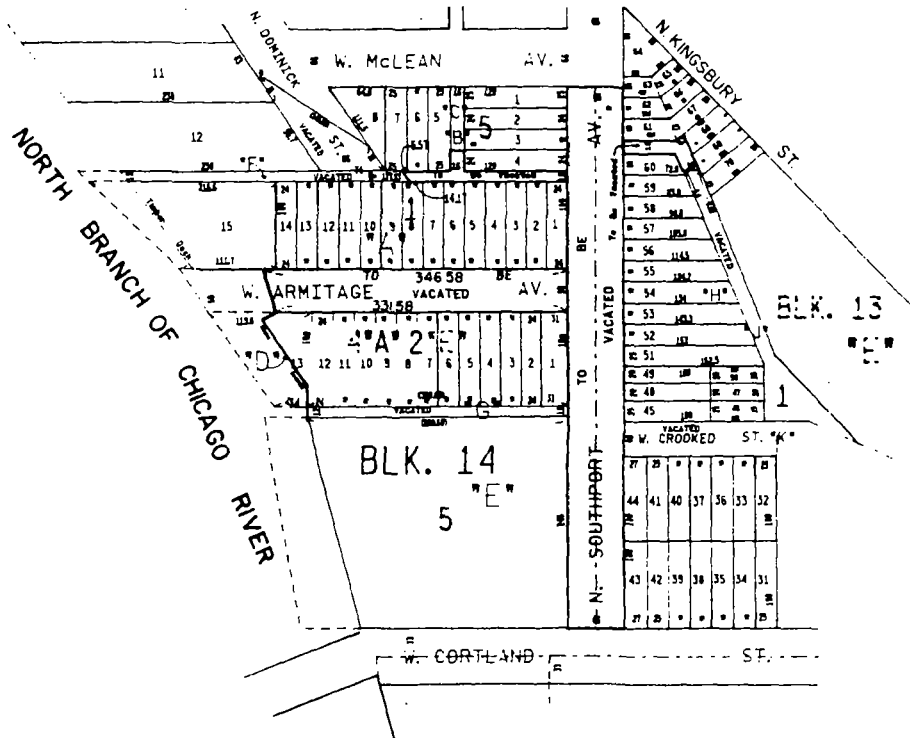
(Continued on page 39323)

Ordinance associated with this drawing printed on pages 39316 through 39321 of this Journal.

- "A"
J.F. Lawrence's Sub. of Lot 4, Blk. 14 in Sheffield's Add. Sec. in 32-40-14.
- "B"
W. F. Dominick's Sub. of Lots 1,2 &3,Blk.14 in Sheffield's Add. Sec. in 32-40-14.
- "C"
Vacated by Ordinance Passed Jan. 30, 1905
Rec. Feb. 27, 1905 Doc. No. 3658389
- "D"
Existing Dock as per Surveys dated Aug.10, 1944.
and Dec.27, 1944.
- "E"
Sheffield's Addition to Chicago in Sec. 32-40-14
- "F"
Vacated by Ordinance Passed Mar. 25, 1964
Rec. April 30, 1964 Doc. No. 19114304
ReRec. May 7, 1964 Doc. No. 19121032
- "G"
Vacated by Ordinance Passed June 17, 1966
Sept. 14, 1966 Doc. No. 19942469
- "H"
Sub. of Blk. 13 in Sheffield's Add. to Chicago in Sec. 32-40-14
- "J"
Vacated by Ordinance Passed June 14, 1951
- "K"
Vacated by Ordinance Passed June 10,1960



Dr. No. 32-32-43-92-1719



(Continued from page 39321)

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council on June 9, 1993, and appears on pages 33831 through 33835 of the Journal of the Proceedings of said date, providing for the "vacation of portions of public alleys and grants of easement for public alleys in area bounded by North Ravenswood Avenue, West Cuyler Avenue, North Wolcott Avenue and West Warner Avenue"; and

WHEREAS, Said ordinance was not recorded within the 90-day time period as provided in the ordinance; and

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, truck loading 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, Atlas Electric Devices Co. and its division, Kaan Engineering (collectively "Atlas"), are industrial firms employing approximately 185 persons in the manufacturing of physical and material testing equipment and other products; and

WHEREAS, Atlas rents from Ravenswood-Warner Corporation, an Illinois corporation, pursuant to the terms of a 10-year lease with a 5-year renewal option and a right to purchase the property at 4114 North Ravenswood Avenue, Chicago, Illinois for manufacturing purposes; and

WHEREAS, Atlas and Ravenswood-Warner Corporation propose to limit the use of alleys to be vacated herein for such manufacturing purposes 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 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 east/west 16 foot public alley lying south of the south line of Lots 1 to 7, both inclusive; lying north of the north line of Lots 36 to 42, both inclusive; lying east of a line drawn from the southwest corner of Lot 7 to the northwest corner of Lot 36, all in Block 2 in Cuyler's Addition to Ravenswood, being a subdivision of the southwest quarter of the southeast quarter (except railroad) in Section 18, Township 40 North, Range 14 East of the Third Principal Meridian; and lying west of a straight line produced from a point in the north line of Lot 1 in Block 1 which is 5.27 feet west of the northeast corner thereof to a point in the south line of Lot 42 in Block 4 which is 7.37 feet west of the southeast corner thereof in Cuyler's Addition to Ravenswood aforementioned;

Also

all that part of the east/west 16 foot public alley lying south of the south line of Lots 1 to 7, both inclusive; lying north of the north line of Lots 36 to 42, both inclusive; lying east of a line drawn from the southwest corner of Lot 7

to the northwest corner of Lot 36 all in Block 3 in Cuyler's Addition to Ravenswood aforementioned; and lying west of a straight line produced from a point in the north line of Lot 1 in Block 1 which is 5.27 feet west of the northeast corner thereof to a point in the south line of Lot 42 in Block 4 which is 7.37 feet west of the southeast corner thereof in Cuyler's Addition to Ravenswood aforementioned; said part of public alleys herein vacated being further described as the east 169 feet, more or less, of the east/west 16 foot public alley in the block bounded by West Warner Avenue, West Belle Plaine Avenue, North Wolcott Avenue and North Ravenswood Avenue; also the east 169 feet more or less of the east/west 16 foot public alley in the block bounded by West Belle Plaine Avenue, West Cuyler Avenue, North Wolcott Avenue and North Ravenswood 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 and 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 electrical energy and telephonic and associated services under, over, and along all that part of the public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The Chicago Transit Authority shall grant an easement to the City of Chicago for public alley over and across the following described property:

Lot 35 in Block 2 and Lot 8 in Block 3 in Cuyler's Addition to Ravenswood, being a subdivision of the southwest quarter of the southeast quarter (except railroad) in Section 18, Township 40 North, Range 14 East of the Third Principal Meridian; as colored in yellow and indicated by the words "Proposed Easement For Public Alley" on the forementioned drawing.

SECTION 4. The Commissioner of Planning and Development is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary 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 5. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, Ravenswood-Warner Corporation 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 4 of this ordinance, and Grant of Easement for Public Alley complying with Section 3 of this ordinance, both of which shall be subject to the approval of the Corporation Counsel and an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on
page 39327 of this Journal.]

VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS
IN BLOCK BOUNDED BY EAST 66TH PLACE, EAST 67TH
STREET, SOUTH BLACKSTONE AVENUE AND
SOUTH STONY ISLAND AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

(Continued on page 39328)

Ordinance associated with this drawing printed on pages 39324 through 39326 of this Journal.

"A"

Cuyler's Addition to Ravenswood, being a Sub. of the S.W. 1/4 of the S.E. 1/4 (Except Rail Road) Sec. 18-40-14.

"B"

Ordinance for Widening Ravenswood Av. between Belle Plaine Av. and Warner Av. Passed June 21, 1915.

Order of Possession entered of record June 29, 1917

County Court Gen. No. 35910

Rec. Aug. 22, 1917

Doc. No. 6177070

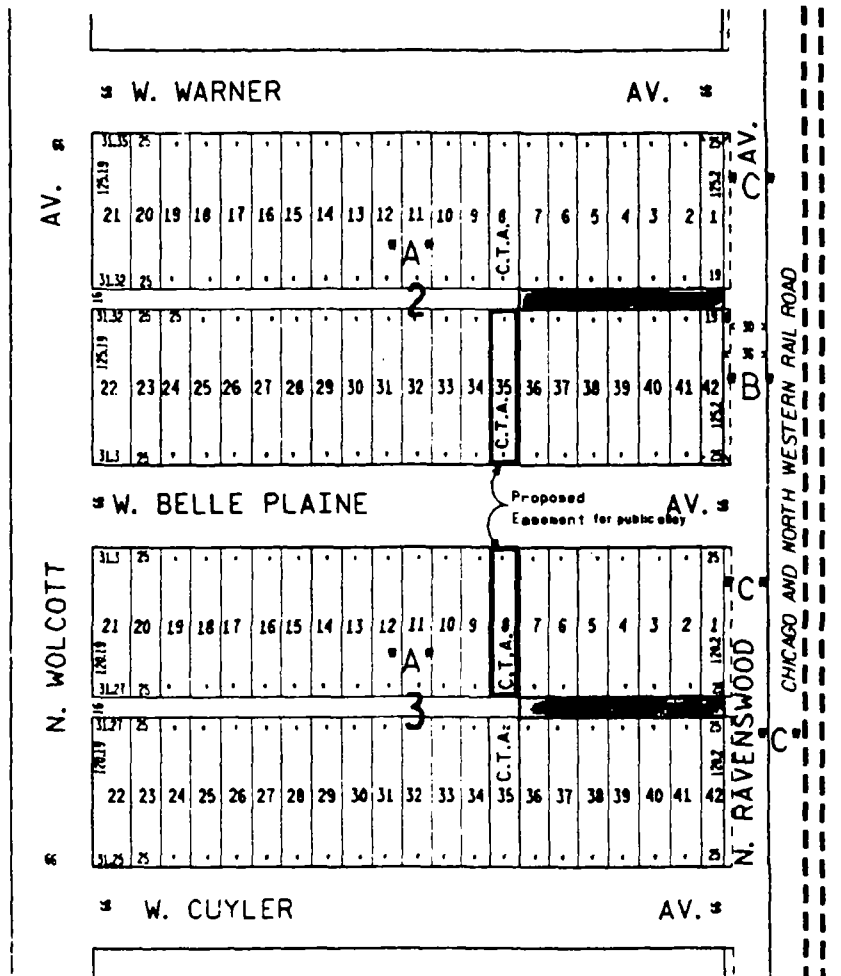
"C"

Dedication for Public Street.

Rec. Mar. 11, 1907

Doc. No. 4001821

Dr. No. 18-47-91-1647, revised June 2, 1992



(Continued from page 39326)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance vacating all of the north/south fifteen (15) foot public alley along with the east one hundred thirty-six (136) feet of the east/west sixteen (16) foot public alley and dedicating the north/south twenty-four (24) foot public alley running north to East 66th Place from the east/west sixteen (16) foot alley to be vacated all in the block bounded by East 66th Place, East 67th Street, South Blackstone Avenue and South Stony Island Avenue. This ordinance was referred to the committee on October 4, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all of the north/south fifteen (15) foot public alley lying west of the west line of Lots 1 to 5, both inclusive, in Block 1; lying east of the east line of Lot 6 in Block 1 in subdivision of Blocks 1 and 4 in Junius Mulvey's Subdivision of the south 703.4 feet of that part lying east of the Illinois Central Railroad of the northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian; lying east of the east line of Lot 12 in Block 1 in White & Coleman's Subdivision of Lots 16 to 25, inclusive, of Block 1, Lots 1 to 13, inclusive, of Block 2 and Lots 13 to 25, inclusive, of Block 3, all in Junius Mulvey's Subdivision aforementioned; lying east of a line drawn from the northeast corner of Lot 6 in Block 1 in subdivision of Blocks 1 and 4 aforementioned to the southeast corner of Lot 12 in Block 1 in White & Coleman's Subdivision aforementioned; lying south of a line drawn from the northwest corner of Lot 1 in Block 1 in subdivision of Blocks 1 and 4 aforementioned to the northeast corner of Lot 12 in Block 1 in White & Coleman's Subdivision aforementioned and lying north of a line drawn from the southwest corner of Lot 5 in Block 1 to the southeast corner of Lot 6 in Block 1 in subdivision of Blocks 1 and 4 aforementioned;

Also

all that part of the east/west sixteen (16) foot public alley lying north of the north line of Lots 6 to 9, both inclusive, in Block 1 in subdivision of Blocks 1 and 4 aforementioned; lying south of the south line of Lots 9 to 12, both inclusive, in Block 1 in White & Coleman's Subdivision aforementioned; lying west of a line drawn from the northeast corner of Lot 6 in Block 1 in subdivision of Blocks 1 and 4 aforementioned to the southeast corner of Lot 12 in Block 1 in White & Coleman's Subdivision aforementioned; and lying east of the southerly extension of the east line of the west 24 feet of Lot 9 in Block 1 in White & Coleman's Subdivision aforementioned; said public alley and part of public alley being further described as all of the north/south fifteen (15) foot public alley together with the east 136 feet, more or less, of the east/west sixteen (16) foot public alley in the block bounded by East 66th Place, East 67th Street, South Blackstone Avenue and South Stony Island 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 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 American National Bank and Trust Company of Chicago, as Trustee, Trust No. 116112-09 and the First Chicago Building Corporation shall dedicate or cause to be dedicated to the public and open up for public use as a public alley the following described property:

the west 24 feet of Lot 9 in Block 1 in White & Coleman's Subdivision of Lots 16 to 25, inclusive, of Block 1, Lots 1 to 13, inclusive, of Block 2 and Lots 13 to 25, inclusive, of Block 3 all in Junius Mulvey's Subdivision of the south 703.4 feet of that part lying east of the Illinois Central Railroad of the northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian; as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, Illinois Bell Telephone Company and Chicago Cable T.V., their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services, under, over, and along the public alley and part of public alley as herein vacated with the right of ingress and egress.

SECTION 4. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 116112-09 and the First Chicago Building Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley and part of public alley hereby vacated, the sum of _____ Dollars (\$ _____), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (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 north/south fifteen (15) foot public alley hereby vacated, similar to the sidewalk and curb in East 66th Place and East 67th Street between South Blackstone Avenue and South Stony Island Avenue and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 5. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 116112-09 and the First Chicago Building Corporation shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps and a plat properly executed and acknowledged, showing the vacations and dedication herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed
on page 39332 of this Journal.]

VACATION OF PORTIONS OF PUBLIC ALLEYS IN BLOCK
BOUNDED BY EAST 91ST STREET, EAST 92ND STREET,
SOUTH EXCHANGE AVENUE AND SOUTH
SOUTH CHICAGO AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 east twenty-five (25) feet of the east/west twenty (20) foot public alley, and all of the north/south public alley in the block bounded by East 91st Street, East 92nd Street, South Exchange Avenue and South South Chicago Avenue. This ordinance was referred to the committee on October 4, 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 39333)

(Continued from page 39331)

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all of the north/south public alley lying west of the west line of Lots 17 to 24, both inclusive; lying northeast, east and southeast of the northeast, east and southeast lines of Lot 56; lying south of a line drawn from the northwest corner of Lot 17 to the intersection of the north and northeasterly lines of Lot 56, lying northeasterly of a line drawn from the intersection of the west and southwesterly lines of Lot 24 to the intersection of the southwest and southeast lines of Lot 56 all in Block 72 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Co. 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;

Also

that all that part of the east/west twenty (20) foot public alley lying south of the south line of Lots 1 to 9, both inclusive; lying north of the north line of Lots 17 and 56; lying north of a line drawn from the northwest corner of Lot 17 to the intersection of north and northeasterly lines of Lot 56, lying west of a line drawn from the southeast line of Lot 1 to the northeast corner of Lot 17 and lying east of the southerly extension of the west line of Lot 9 all in Block 72 in South Chicago being a subdivision by the Calumet and Chicago Canal and Dock Company aforementioned; said public alley and part of public alley herein vacated being further described as the east two hundred twenty-five (225) feet, more or less, of the east/west twenty (20) foot public alley and all of the north/south public alley in the block bounded by East 91st Street, East 92nd Street, South Exchange Avenue, and South Chicago 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 public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and 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 electrical energy and telephonic and associated services under, over, and along 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 six (6) months after the passage of this ordinance, the City of Chicago Department of Planning and Development 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 referred to in this ordinance unavailable
at time of printing.]

AMENDMENT OF ORDINANCE WHICH PROVIDED FOR
VACATIONS AND DEDICATIONS OF PORTIONS
OF VARIOUS STREETS AND ALLEYS FOR
EXTENSION OF HOLSTEIN PARK.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 to amend an ordinance originally passed on May 9, 1928 allowing the City of Chicago to release a park use restriction, but only to two (2) small isolated parcels, in order to permit the conveyance of such parcels for other than park uses. This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On May 9, 1928, the City Council approved an ordinance (Council Journal of Proceedings, pages 2873 and 2874) providing for various vacations and dedications of portions of various streets and alleys for the extension of Holstein Park; and

WHEREAS, Two small portions of such vacated property have been and remain isolated from Holstein Park by North Oakley Avenue; and

WHEREAS, The Chicago Park District desires the City of Chicago to release the park use restriction, but only as to the small isolated parcels described above, in order to permit the conveyance of such parcels for other than park purposes; now, therefore,

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

SECTION 1. The last sentence of Section 2 of the ordinance approved by the City Council on May 9, 1928 (Council Journal of Proceedings, pages 2873 and 2874) and recorded with the Cook County Recorder of Deeds as Document No. 10197719 is hereby amended by adding the language in italics, as follows:

It is hereby made a special provision of this ordinance that if any part of the streets or alleys herein vacated, *except the alley located between Lots 1 through 4 and Lot 5 in Block 8, and except the alley located between Lots 25 through 28 and Lot 24 in Block 7*, shall ever be used for other than park purposes, then the vacation *of such streets and alleys* herein provided for shall be null and void, and the ordinance shall be for naught held.

SECTION 2. The amendment herein provided is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Park District 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, approved by the Superintendent of Maps.

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

DEVELOPMENT OF DESIGN AND COST ESTIMATES FOR
OVERPASS/UNDERPASS GRADE SEPARATION FOR
RAILROAD CROSSING AT EAST 130TH STREET
AND SOUTH TORRENCE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 15, 1993) calling on the Commissioner of Transportation to institute a feasibility study to determine planning and engineering design as well as the cost estimates for an application for a federal and state appropriation to provide an overpass and/or underpass grade separation for the railroad crossing on East 130th Street and South Torrence Avenue.

This recommendation was concurred in unanimously by 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation institute a feasibility study to determine planning and engineering design as well as the cost estimates for an application for a federal and state appropriation to provide an overpass and/or underpass grade separation for the railroad crossing on East 130th Street and South Torrence Avenue.

CONSTRUCTION OF SUPERVISOR BOOTH AT INTERSECTION
OF NORTH LAKE SHORE DRIVE AND
EAST ILLINOIS STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 September 15, 1993) allowing the Chicago Transit Authority to construct a supervisor booth in the public right-of-way at the northwest corner of East Illinois Street and North Lake Shore Drive.

This recommendation was concurred in unanimously by 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Transit Authority has determined by experience, the necessity of stationing supervision at various locations to monitor bus operations; and

WHEREAS, The Chicago Transit Authority has determined by experience that booths for the convenience and protection of its supervisors are invaluable; and

WHEREAS, The Chicago Transit Authority has selected site locations where other means of shelter are inadequate; and

WHEREAS, The number of bus routes was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of a supervisor booth at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Location	Ward
North Lake Shore Drive		East Illinois Street	Northwest corner	42

SECTION 1a. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Transportation for work necessary to install and maintain the supervisor booth.

SECTION 1b. The Chicago Transit Authority shall be solely responsible for all expenses associated with the installation, maintenance, removal or relocation of the supervisor booth.

SECTION 1c. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance and removal of the supervisor booth.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the supervisor booth at its sole expense within thirty (30) days when so ordered by the City of Chicago, Department of Transportation.

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

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC
AT INTERSECTION OF WEST ROOT STREET
AND SOUTH LOWE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 construct a cul-de-sac at the south line of West Root Street, from the east line of South Lowe Avenue to the west line of South Lowe Avenue. This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The residents of the 4100 block of South Lowe Avenue have requested that a cul-de-sac be constructed at the intersection of West Root Street and South Lowe Avenue; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized to construct a cul-de-sac at the following location:

at the south line of West Root Street, from the east line of South Lowe Avenue to the west line of South Lowe Avenue.

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

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC
AT INTERSECTION OF NORTH NOBLE STREET
AND WEST CORTEZ STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 construct a cul-de-sac at the west line of North Noble Street, from the north line of West Cortez Street to the south line of West Cortez Street. This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The residents of the fourteen and fifteen hundred blocks of West Cortez Street have requested that a cul-de-sac be constructed at the intersection of West Cortez Street and North Noble Street; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized to construct a cul-de-sac at the following location:

at the west line of North Noble Street, from the north line of West Cortez Street to the south line of West Cortez Street.

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

AUTHORIZATION FOR EXEMPTION OF THE HABITAT COMPANY
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, October 4, 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* three proposed ordinances authorizing and directing the Commissioner of Transportation to exempt The Habitat Company 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 September 15, 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, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

Alderman Rugai 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.

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

4049 North Kenmore Avenue.

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

SECTION 1. Pursuant to Section 10-20-220 of the Municipal Code of Chicago (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt The Habitat Company, 350 West Hubbard Street, Chicago, Illinois 60610, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4049 North Kenmore Avenue.

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

4513 North Magnolia Avenue.

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

SECTION 1. Pursuant to Section 10-20-220 of the Municipal Code of Chicago (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt The Habitat Company, 350 West Hubbard Street, Chicago, Illinois 60610, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4513 North Magnolia Avenue.

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

*4752 North Magnolia Avenue/1251 West
Lawrence Avenue.*

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

SECTION 1. Pursuant to Section 10-20-220 of the Municipal Code of Chicago (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt The Habitat Company, 350 West Hubbard Street, Chicago, Illinois 60610, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4752 North Magnolia Avenue/1251 West Lawrence Avenue.

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

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, October 4, 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* proposed ordinances authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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):

BBC Investments.
(4541 North Beacon Street)

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 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt BBC Investments, 300 South Wacker Drive, Chicago, Illinois 60606, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4541 North Beacon Street.

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

BBC Investments.
(4612 North Beacon Street)

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 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt BBC Investments, 300 South Wacker Drive, Chicago, Illinois 60606, from the

provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4612 North Beacon Street.

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

BBC Investments.
(4616 North Beacon Street)

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 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt BBC Investments, 300 South Wacker Drive, Chicago, Illinois 60606, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4616 North Beacon Street.

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

BBC Investments.
(4537 North Dover Street)

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 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt BBC Investments, 300 South Wacker Drive, Chicago, Illinois 60606, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4537 North Dover Street.

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

BBC Investments.
(4543 North Dover Street)

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 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt BBC Investments, 300 South Wacker Drive, Chicago, Illinois 60606, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4543 North Dover Street.

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

BBC Investments.
(4547 North Dover Street)

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 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt BBC Investments, 300 South Wacker Drive, Chicago, Illinois 60606, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4547 North Dover Street.

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

BBC Investments.
(4610 North Dover Street)

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 BBC Investments, of 300 South Wacker Drive, Chicago, Illinois 60606 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4610 North Dover Street.

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

Bethesda Evangelical Lutheran Church And 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 Bethesda Evangelical Lutheran Church and School from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 6803 North Campbell Avenue.

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

Chicago Public Schools Of 1819 West Pershing Road.

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 Chicago Public Schools of 1819 West Pershing Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 7414 North Wolcott Avenue.

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

LaSalle National Trust Number 43225.

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 LaSalle National Trust Number 43225 (beneficiary -- Frieda Saperstein), of 6170 North Lincoln Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 6170 North Lincoln Avenue.

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

Mr. Arthur Mendelson.

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 Arthur Mendelson, 123 West Madison Street, Suite 800, Chicago, Illinois 60602, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 20 North Central Avenue, Chicago, Illinois 60644.

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

Parliament Enterprises.

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 Parliament Enterprises, 123 West Madison Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4801 North Lincoln Avenue.

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

PMG Enterprises.

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 PMG Enterprises, 1604 West Montrose Avenue, Chicago, Illinois 60613, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 5760 West Grand Avenue.

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

Rose Of Light Missionary Baptist Church.

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 Rose of Light Missionary Baptist Church (Reverend Charles Jones, Sr., Pastor), 1302 -- 1316 West 74th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility of the above-named church.

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

Smyser Elementary 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 Smyser Elementary School, 4310 North Melvina Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

1340 North State Parkway Ltd.

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 1340 North State Parkway Ltd., 1340 North State Parkway, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

AUTHORIZATION TO HONORARILY DESIGNATE PORTION
OF WEST 73RD STREET AS "REVEREND
JOHN H. BURKE DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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

honorarily designate West 73rd Street, from 1400 west to 1500 west, as "Reverend John H. Burke Drive". This ordinance was referred to the committee on September 15, 1993.

This recommendation was concurred in unanimously by 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of West 73rd Street, from 1400 west to 1500 west as "Reverend John H. Burke Drive".

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

CONSIDERATION TO HONORARILY DESIGNATE PORTION
OF EAST 114TH STREET AS "REVEREND
WILLIAM H. CONLEY STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 honorarily designate East 114th Street, from South Dr. Martin Luther King, Jr. Drive to South Front Avenue as "Reverend William H. Conley Street". This order was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 East 114th Street, from South Dr. Martin Luther King, Jr. Drive to South Front Street, memorializing the street to "Reverend William H. Conley Street".

AUTHORIZATION TO HONORARILY DESIGNATE
PORTION OF SOUTH ADA STREET AS
"H.O. JOHNSON, SR. DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 honorarily designate the 8000 block of South Ada Street as "H.O. Johnson, Sr. Drive". This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the 8000 block of South Ada Street as "H. O. Johnson, Sr., Drive".

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

AUTHORIZATION TO HONORARILY DESIGNATE
PORTION OF SOUTH ABERDEEN STREET
AS "RUFUS KINNARD DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the necessary action to honorarily designate the 8600 block of South Aberdeen Street as "Rufus Kinnard Drive". This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the 8600 block of South Aberdeen Street as "Rufus Kinnard Drive".

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

AUTHORIZATION TO HONORARILY DESIGNATE PORTION
OF SOUTH ASHLAND AVENUE AS "BISHOP
ALONZO MOYER W. DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 honorarily designate the 8000 block of South Ashland Avenue as "Bishop Alonzo Moyer W. Drive". This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action to standardize the 8000 block of South Ashland Avenue as "Bishop Alonzo W. Moyer Drive".

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

AUTHORIZATION TO HONORARILY DESIGNATE PORTION
OF NORTH AVONDALE AVENUE AS "PERYAM
AND KROLL PARKWAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 honorarily designate North Avondale Avenue, between North Harlem Avenue and West Devon Avenue, as "Peryam and Kroll Parkway". This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 North Avondale Avenue, between North Harlem Avenue and West Devon Avenue, as "Peryam and Kroll Parkway".

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

AUTHORIZATION TO HONORARILY DESIGNATE
PORTION OF NORTH AVONDALE AVENUE
AS "P.O.W./M.I.A. AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the necessary action to honorarily designate North Avondale Avenue, between West North Shore Avenue and West Devon Avenue, as "P.O.W./M.I.A. Avenue". This ordinance was referred to the committee on October 4, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of North Avondale Avenue, between West North Shore Avenue and West Devon Avenue, as "P.O.W./M.I.A. Avenue".

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

AUTHORIZATION TO HONORARILY DESIGNATE PORTION
OF CALIFORNIA AVENUE AS "REVEREND
DOCTOR JOSEPH SYLVESTER STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 honorarily designate California Avenue, between West Lake Street and West Ogden Avenue as "Reverend Doctor Joseph Sylvester Street". This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 California Avenue, between West Lake Street and West Ogden Avenue as "Reverend Doctor Joseph Sylvester Street".

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

AUTHORIZATION TO HONORARILY DESIGNATE PORTION
OF WEST 70TH STREET AS "REVEREND
JOEL D. TAYLOR DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 honorarily designate West 70th Street, from South Halsted Street to South Union Avenue as "Reverend Joel D. Taylor Drive". This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 the Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of West 70th Street, from South Halsted Street to South Union Avenue as "Reverend Joel D. Taylor Drive".

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

CONSIDERATION TO HONORARILY DESIGNATE
PORTION OF WEST DOUGLAS BOULEVARD
AS "MAYOR HAROLD WASHINGTON
BOULEVARD".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 honorarily designate West Douglas Boulevard, from South Sacramento

Avenue to South Independence Boulevard as "Harold Washington Boulevard". This order was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 Douglas Boulevard, from South Sacramento Avenue to South Independence Boulevard, memorializing the street to "Mayor Harold Washington Boulevard".

AUTHORIZATION TO HONORARILY DESIGNATE PORTION
OF SOUTH BLACKSTONE AVENUE AS
"DR. LONNIE L. WELLS DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 honorarily designate South Blackstone Avenue, between East 67th Street and East 71st Street as "Dr. Lonnie L. Wells Drive". This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 Blackstone Avenue, between East 67th Street and East 71st Street as "Dr. Lonnie L. Wells Drive".

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

AUTHORIZATION FOR EXTENSION OF "SEOUL DRIVE" ON
WEST LAWRENCE AVENUE FROM NORTH CENTRAL
PARK AVENUE TO NORTH PULASKI ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 honorarily designate West Lawrence Avenue, from North Central Park Avenue to North Pulaski Road, extending the memorialization of the street as "Seoul Drive". This order was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 is hereby authorized and directed to cause the extension of "Seoul Drive" on West Lawrence Avenue, by extending from North Central Park Avenue to North Pulaski Road.

ILLINOIS BELL TELEPHONE REQUIRED TO REMOVE PUBLIC
PAY TELEPHONES FROM NORTHWEST CORNER
OF WEST TAYLOR STREET AND
SOUTH MAY STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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 Director of Revenue to serve notice to Illinois Bell Telephone Company to order it to remove two (2) pay telephones located at the northwest corner of West Taylor Street and South May Street. This ordinance was referred to the committee on September 15, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 10-28-265(f) of the Municipal Code of Chicago, Illinois Bell Telephone is hereby ordered to remove from the public way the two (2) pay telephones located at the northwest corner of West Taylor Street and South May Street. If Illinois Bell Telephone fails or refuses to remove the telephones within fourteen (14) days after the delivery of this notice, the Director of Revenue is authorized to remove or cause the removal of the telephones.

SECTION 2. The Director of Revenue shall deliver notice to Illinois Bell Telephone in accordance with the concession agreement between the City of Chicago and Illinois Bell Telephone for the placement of pay telephones in the public way.

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

COMMITTEE ON ZONING.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY
AREA SHOWN ON MAP NUMBER 7-N.
(As Amended)

The Committee on Zoning submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on June 24, 1993, I beg leave to recommend that Your Honorable Body pass an ordinance transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

I beg leave to recommend the passage of Application Number 11101 which was corrected and amended in its corrected form.

At this time, I, along with Alderman Ed Smith, moved that this report *Pass* immediately because time is of the essence. Please let the record reflect that I am taking a Rule 14 on this particular matter.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Alderman Banks 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 Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 7-N in the area bounded by:

a line 1,499.68 feet north of and parallel with the north line of West Fullerton Avenue; a line 583.26 feet east of and parallel with the east line of North Normandy Avenue; a line 1,178.71 feet north of and parallel with West Fullerton Avenue; a line 435.32 feet east of and parallel with North Normandy Avenue; a line 878.71 feet north of and parallel with West Fullerton Avenue; a line 405.32 feet east of and parallel with North Normandy Avenue; a line from a point 405.32 feet east of North Normandy Avenue and 783.83 feet north of West Fullerton Avenue to a point 383.79 feet east of North Normandy Avenue and 283.71 feet north of West Fullerton Avenue; a line 383.79 feet east of and parallel with North Normandy Avenue; West Fullerton Avenue; and North Normandy Avenue,

except the area bounded by:

a line 1,474.68 feet north of and parallel with the north line of West Fullerton Avenue; a line 364.43 feet east of and parallel with the east line of North Normandy Avenue; a line 1,299.42 feet north of and parallel with the north line of West Fullerton Avenue; and a line 242.87 feet east of and parallel with the east line of North Normandy Avenue,

to those of a C3-1 Commercial-Manufacturing 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 C3-1 Commercial-Manufacturing District symbols and indications established in Section 1 above to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 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:

Business Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Business Planned Development (the "Planned Development") consists of approximately 643,396 square feet (approximately 14.77 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by American National Bank and Trust Co. of Chicago as Trustee under Trust Agreement dated June 24, 1988 and known as Trust Number 105787-06. The Applicant, Home Depot U.S.A., Inc., is the contract purchaser of the Property.
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 within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder 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 legal title holder or transferee 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.

4. This Plan of Development consists of seventeen (17) 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; a Site Plan prepared by Marchris Engineering, Ltd., dated June 10, 1993 (the "Site Plan"); a Landscape Plan prepared by Marchris Engineering, Ltd., dated June 10, 1993 (the "Landscape Plan"); and Elevations of the proposed building prepared by Greenberg Farrow, dated June 10, 1993 (the "Elevations"). A reduced copy of the Site Plan, the Landscape Plan and the Elevations are attached hereto and full sized copies 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 "Business Planned Development": Retail uses, service uses, parking and other related uses permitted in the C3-1 Commercial-Manufacturing District except dwelling units and lodging rooms; hotels and motels; adult uses; automobile, battery and tire stations (unless said uses are ancillary to a primary retail use); and crematories, which shall not be permitted.
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. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning and Development.
7. Any dedication or vacation of streets, 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 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 and approval of the Department of Transportation, and the Commissioner of the Department of Planning and Development. A minimum of two percent of all parking spaces provided within the

Planned Development shall be designated and designed for parking 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 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. Conditioned upon receipt of the requisite permits and approvals, the Applicant will provide traffic signalization at the intersection of West Fullerton and North Normandy Avenues at the sole expense of the Applicant. The Applicant will also provide a sheltered right-turn lane on West Fullerton Avenue into the access drive. In order to accommodate the sheltered right-turn lane on West Fullerton Avenue, parking will be restricted along the north side of West Fullerton Avenue in front of the Property. In order to accommodate an eastbound-to-northbound left-turn lane at the intersection of West Fullerton and North Normandy Avenues, parking will be restricted along the south side of West Fullerton Avenue for a distance of one hundred fifty (150) feet west of the intersection of West Fullerton and North Normandy Avenues. Parking will not be restricted on the north side of West Fullerton Avenue west of the intersection of West Fullerton and North Normandy Avenues.
10. In addition to the maximum heights of buildings prescribed in this Planned Development, the height restriction of any building, any improvements or any appurtenances attached thereto shall also 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.) calculation, 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 Development Amendments", as promulgated by the Commissioner of the

Department of Planning and Development and in effect on the date hereof.

13. The improvements on the Property, including the on-site exterior landscaping and all entrances and exits to and from the parking and loading areas, shall be designed and constructed in general conformance with the approved Site Plan and the Elevations dated June 10, 1993 prepared by Marchris Engineering, Ltd. and Greenberg Farrow. The landscaping, including street trees in the adjacent right-of-way, shall be designed and installed in general conformance with the Landscape Plan dated June 10, 1993. The landscaping shall be maintained at all times in accordance with the Landscape Plan and parkway trees shall be installed and maintained in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
14. A site plan for any building to be constructed within outlot parcels A or B of this Plan of Development shall be submitted to the Commissioner of the Department of Planning and Development for site plan and Part II approval pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance. Site plan approval is intended to assure that specific development proposals conform with the Planned Development Ordinance and to assist the City in monitoring ongoing development.

If a site plan substantially conforms with the provisions of this Planned Development Ordinance, the Commissioner shall approve the site plan and shall issue written approval thereof to the Applicant within thirty (30) days of submission of the completed application. If the Commissioner determines within said thirty (30) day period that the site plan does not substantially conform with the provisions of this Planned Development Ordinance, the Commissioner shall advise the Applicant in writing regarding the specific reasons for such adverse determination and the specific areas in which the site plan does not conform to the provisions of this Planned Development Ordinance within fourteen (14) days from the expiration of said thirty (30) day period. In the event of an adverse determination by the Commissioner, the Applicant shall have the right to submit a supplemental or revised site plan for approval. The Commissioner shall thereafter review any resubmission within fourteen (14) days and make a final written determination within said period. The failure of the Commissioner to so advise the Applicant in writing within the time periods herein specified shall be deemed the Commissioner's approval of the submitted site plan. Following approval of the site plan by the Commissioner, the site plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development Ordinance.

After the Commissioner approves the site plan, the approved site plan may be changed or modified pursuant to the provisions of this Planned Development Ordinance. In the event of any inconsistency between an approved site plan and the terms of the Planned Development Ordinance in effect at the time of approval of such site plan or of the modifications thereto, the terms of the Planned Development Ordinance shall govern.

The site plan for any new building to be constructed within outlot parcels A or B shall, at a minimum, provide the following information:

- Building footprint;
- Dimensions of all setbacks;
- Location and depiction of all on-site parking spaces (including relevant dimensions);
- Location and depiction of all loading berths (including relevant dimensions);
- All building elevations; and
- Statistics regarding the new building or buildings to be constructed, including:
 - (1) Floor area and the F.A.R. as presented on submitted drawings;
 - (2) Number of parking spaces provided;
 - (3) Number of loading berths provided;
 - (4) The uses to occur in the building;
 - (5) Maximum building height;
 - (6) Setbacks and vertical setbacks, required and provided; and
 - (7) Traffic Generation Data to update and supplement previously submitted traffic impact studies, if the Chicago Department of Transportation deems it necessary.

15. The terms, conditions and exhibits of this Planned Development Ordinance may be modified, administratively, by the Commissioner

of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is a minor change that is consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

16. 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 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.
17. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) 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, with respect to any portion of the Property, expires under the provisions of this section, then the zoning of the portions of the Property affected shall automatically revert to that of a C3-1 Commercial Manufacturing District.

[Existing Zoning Map, Planned Development Boundary and Property Line Map, Generalized Land Use Map, Existing Land Use Map, Site Plan, Landscape Plan and Elevation Drawings attached to this Plan of Development printed on pages 39380 through 39386 of this Journal.]

Table of Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Business Planned Development No. _____.

- Use And Bulk Regulations And Related Controls.

Net Site Area	Generalized Description Of Permitted Uses	Maximum Floor Area Ratio	Maximum No. of Dwelling Units	Maximum Percent Of Site Coverage
<u>Square Feet</u> Acres 643,396 14.77	See Statement Number 5	0.3	0	See Approved Site Plan

Gross Site Area, 706,541 square feet (16.22 acres) = Net Site Area, 643,396 square feet (14.77 acres) plus Area in Public Rights-of-Way, 53,145 square feet (1.45 acres).

Maximum Floor Area Ratio for Total Net Site Area:	0.3.
Maximum Number of Dwelling Units:	None permitted.
Minimum Number of Off-Street Parking Spaces:	700 including 2% for handicapped.
Minimum Number of Off-Street Loading Berths Required for Principal Structure:	4 at 10 feet x 50 feet.
Loading Berths for Out-Parcels:	To be determined at Site Plan review.
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.

CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 27, 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 two ordinances which were corrected and amended in their corrected form. They are Application Numbers 11150 and A3107.

I also recommend the passage of one exception for 3256 North Elston Avenue.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of Application Numbers 11146, 11149 and A3107, for which I request immediate passage because time is of the essence.

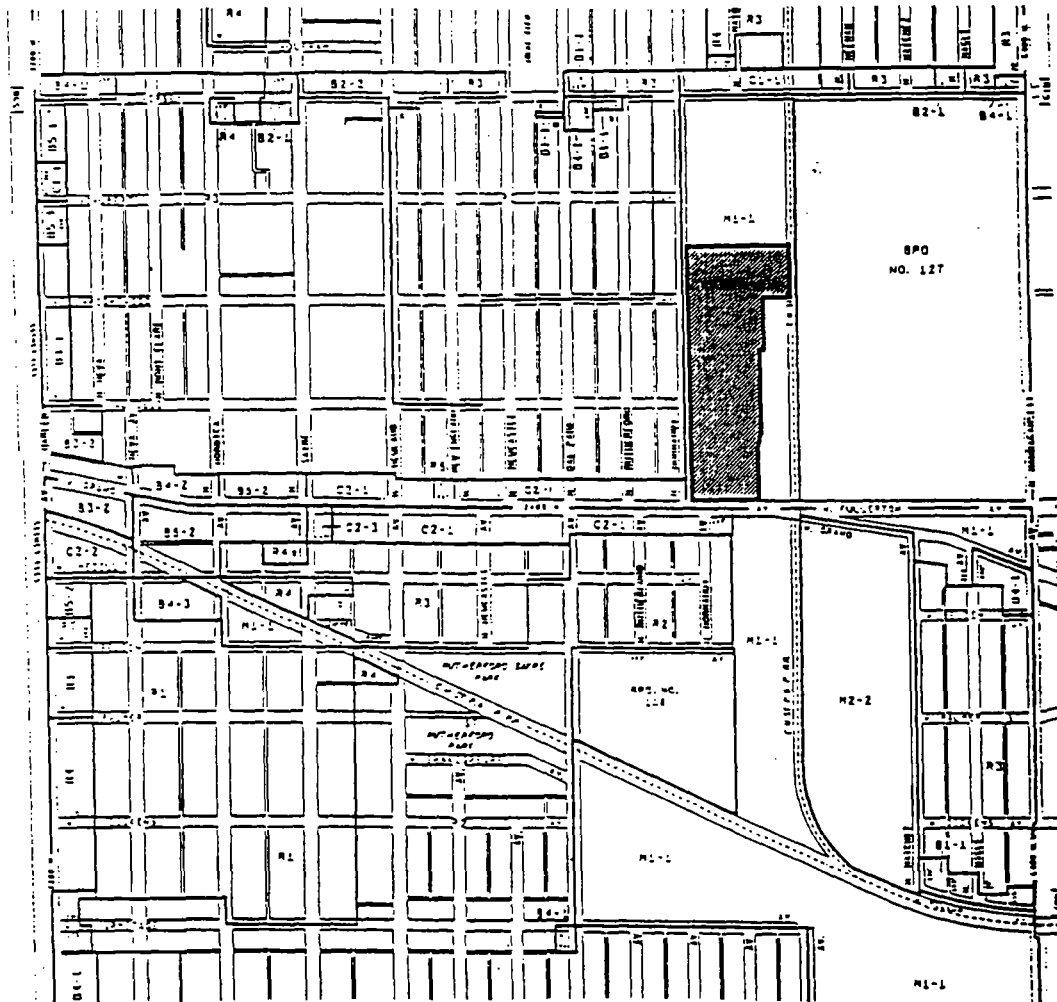
Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

(Continued on page 39387)

Existing Zoning Map.

BUSINESS PLANNED DEVELOPMENT NO. _____

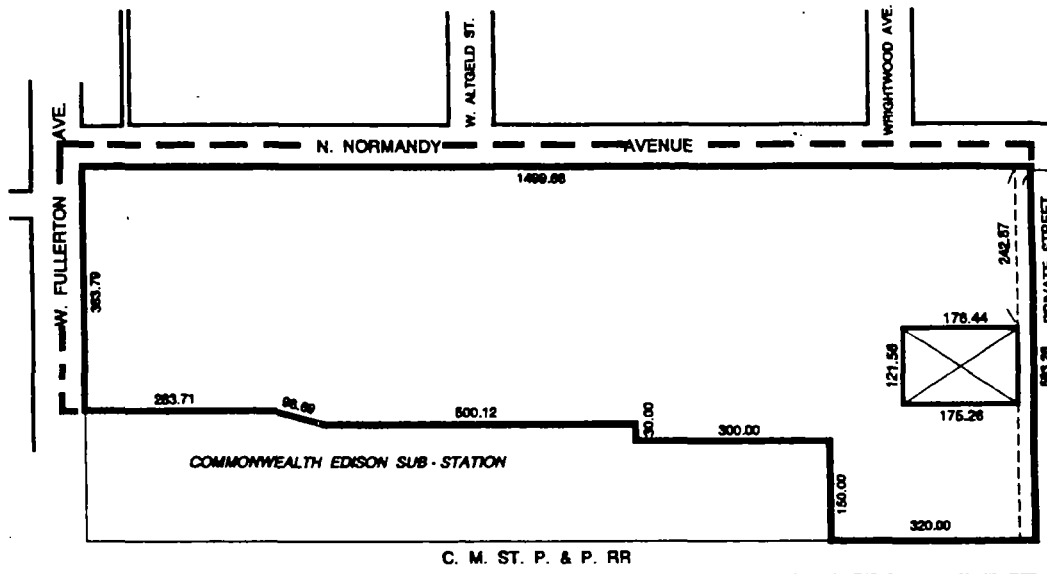


SUBJECT PROPERTY





APPLICANT: HOME DEPOT U. S. A., INC.
 ADDRESS: 6600 - 6656 W. FULLERTON AV & 2401 - 2619 N. NORMANDY AV
 DATE: APRIL 21, 1993
 REVISED: JUNE 10, 1993

Boundary And Property Line Map.

BUSINESS PLANNED DEVELOPMENT NO. _____



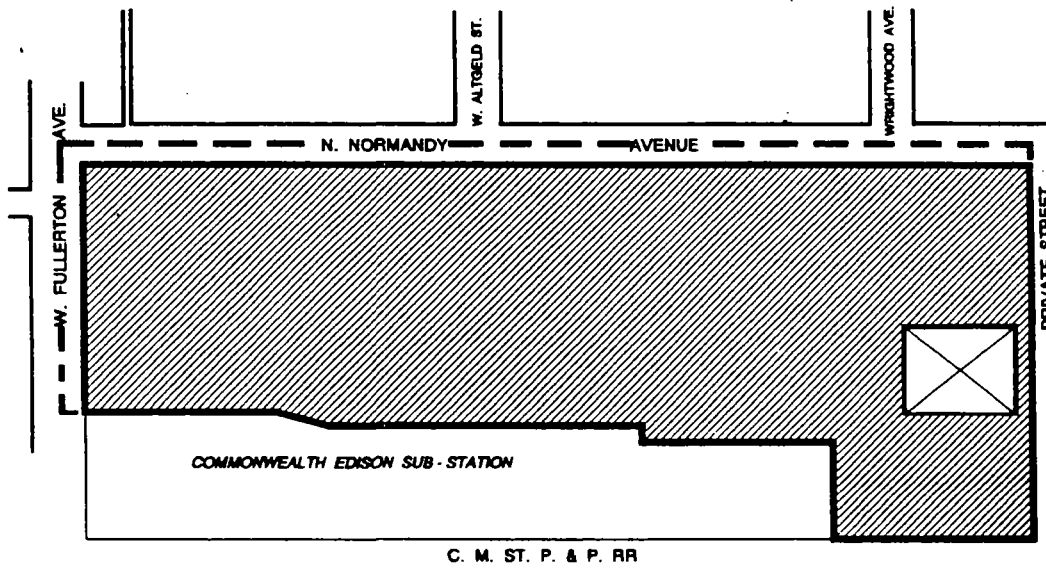
LEGEND:

-  PLANNED DEVELOPMENT BOUNDARY
 -  PROPERTY LINE - DIMENSIONED IN FEET
 -  AREA EXCLUDED
-  NORTH





APPLICANT: HOME DEPOT U. S. A., INC.
 ADDRESS: 6600 - 6656 W. FULLERTON AV & 2401 - 2619 N. NORMANDY AV
 DATE: APRIL 21, 1993
 REVISED: JUNE 10, 1993 - JUNE 24, 1993

Generalized Land Use Map.

BUSINESS PLANNED DEVELOPMENT NO. ____



LEGEND:

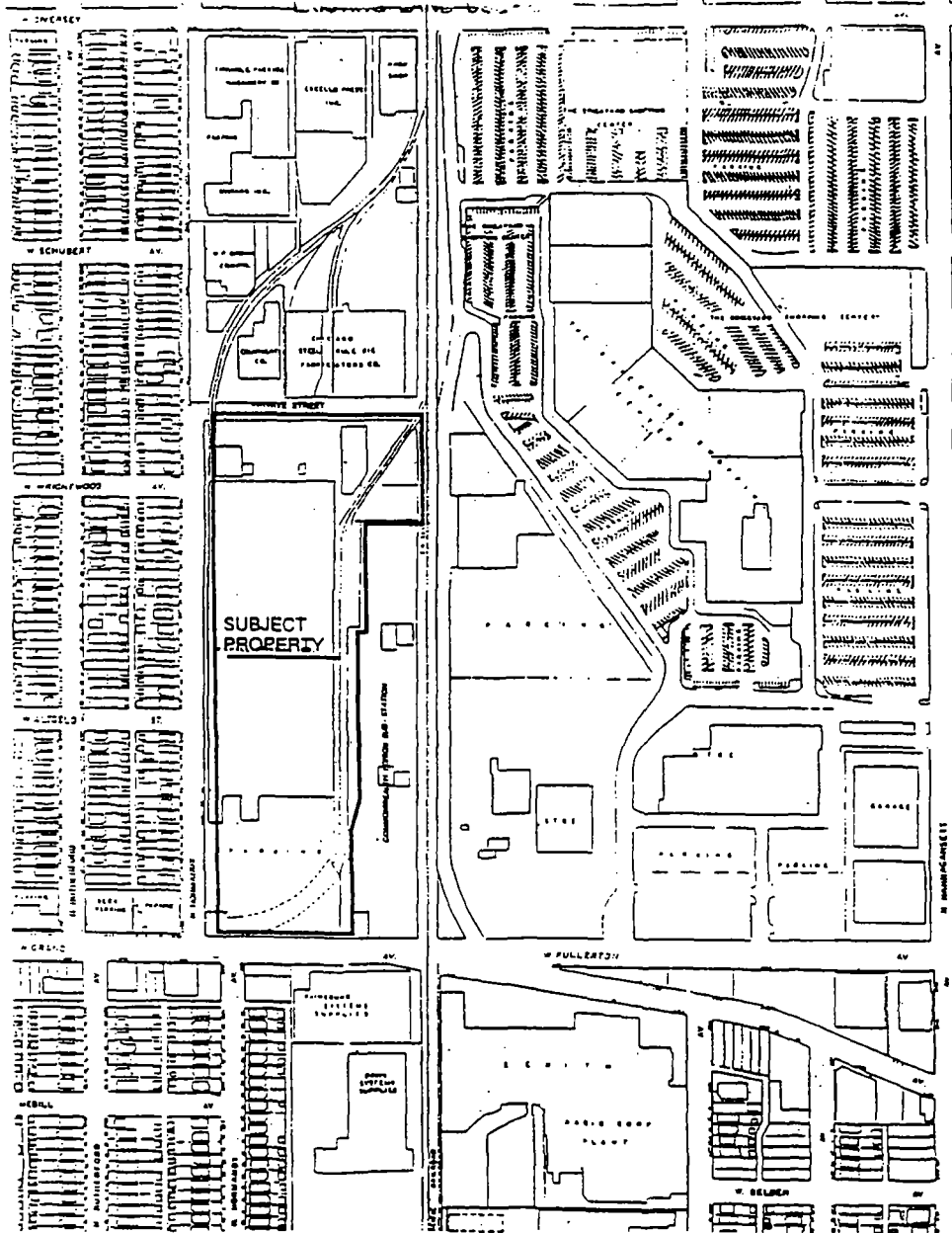
-  PLANNED DEVELOPMENT BOUNDARY
 -  SUBJECT PROPERTY
 -  AREA EXCLUDED
- 
NORTH

NOTE: FOR PERMITTED USES SEE STATEMENT NO. 5
FOR DETAIL SEE APPROVED PLANS AND ELEVATIONS

APPLICANT: HOME DEPOT U. S. A., INC.
 ADDRESS: 6600 - 6656 W. FULLERTON AV & 2401 - 2619 N. NORMANDY AV
 DATE: APRIL 21, 1993
 REVISED: JUNE 10, 1993 - JUNE 24, 1993

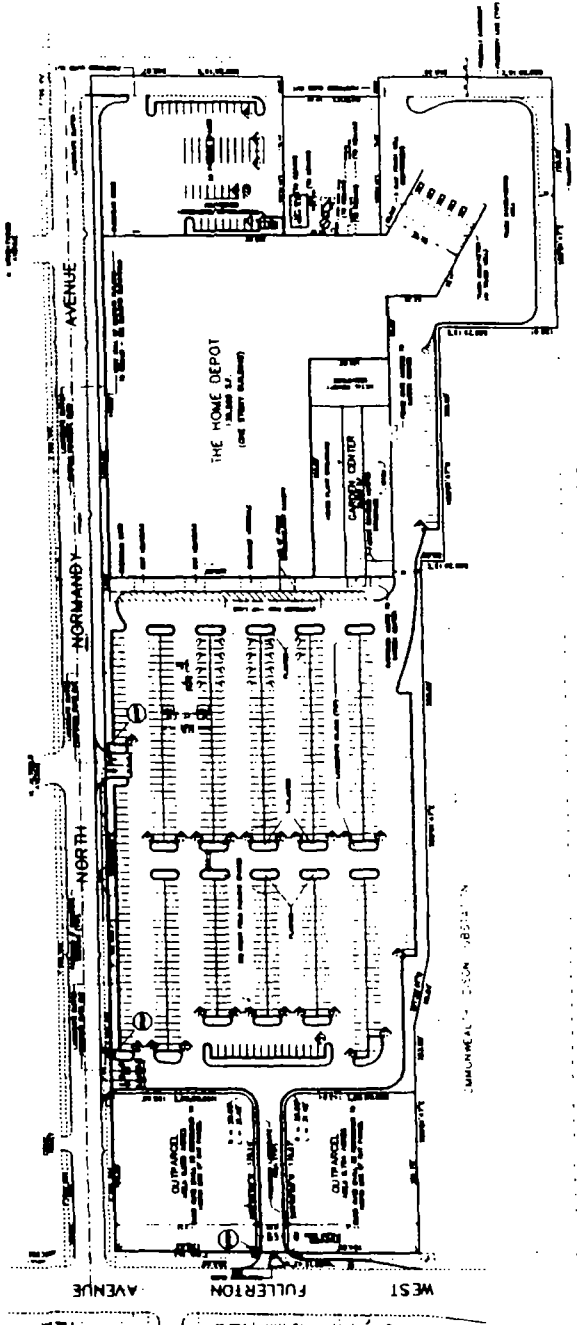
Existing Land Use Map.

BUSINESS PLANNED DEVELOPMENT NO. _____



APPLICANT: HOME DEPOT U. S. A., INC.
 ADDRESS: 6600 - 6656 W. FULLERTON AV & 2401 - 2619 N. NORMANDY AV
 DATE: APRIL 21, 1993
 REVISED: JUNE 10, 1993

Site Plan.



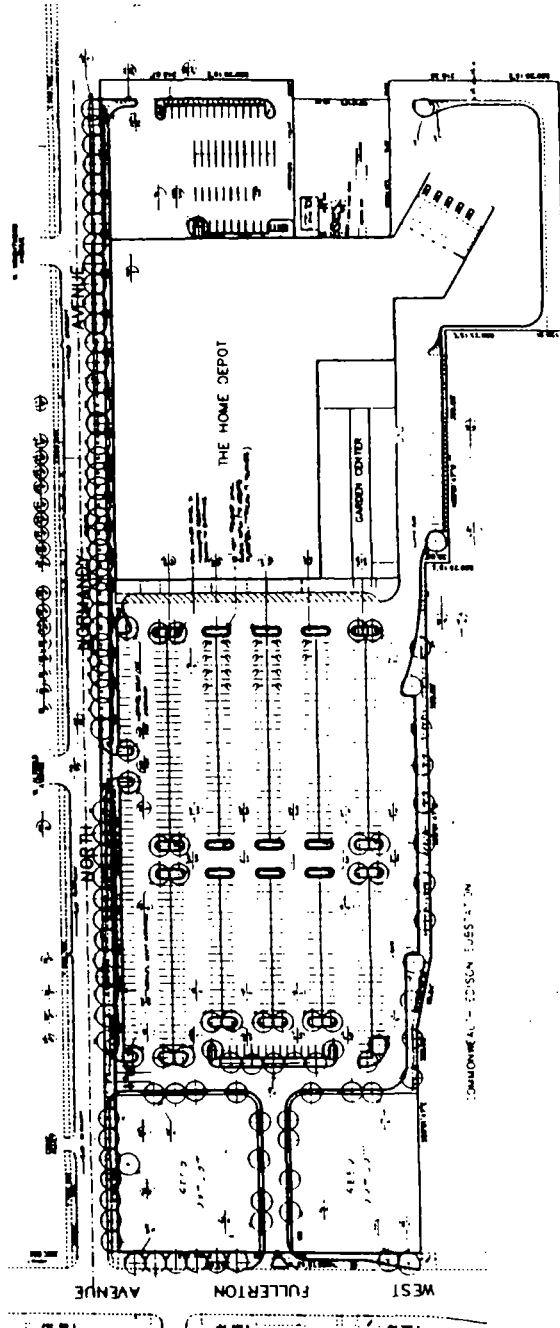
SITE PLAN

SITE DATA:
 TOTAL AREA 11.1 ACRES
 TOTAL BUILDING AREA 11.1 ACRES
 TOTAL PARKING SPACES 1,100 SPACES
 TOTAL DRIVEWAY AREA 1,100 SQ. FT.

SETBACKS PROVIDED:
 FRONT 10 FT.
 REAR 10 FT.
 SIDE 10 FT.

	MARCHRIS ENGINEERING, LTD. 1100 N. LAUREL ST. CHICAGO, ILL. 60642 TEL: (312) 462-1100 FAX: (312) 462-1101		SITE IMPROVEMENTS HOME DEPOT - BRICKYARD 1100 N. LAUREL ST. CHICAGO, ILL. 60642	REVISIONS NO. DATE DESCRIPTION 1 10/7/93
	DATE: 10-7-93 DRAWN BY: [] CHECKED BY: []	SCALE: 1" = 100' DATE: 10-7-93		

Landscape Plan.



EXISTING RIGHT OF WAY OF METRO-PACIFIC RAILROAD COMPANY

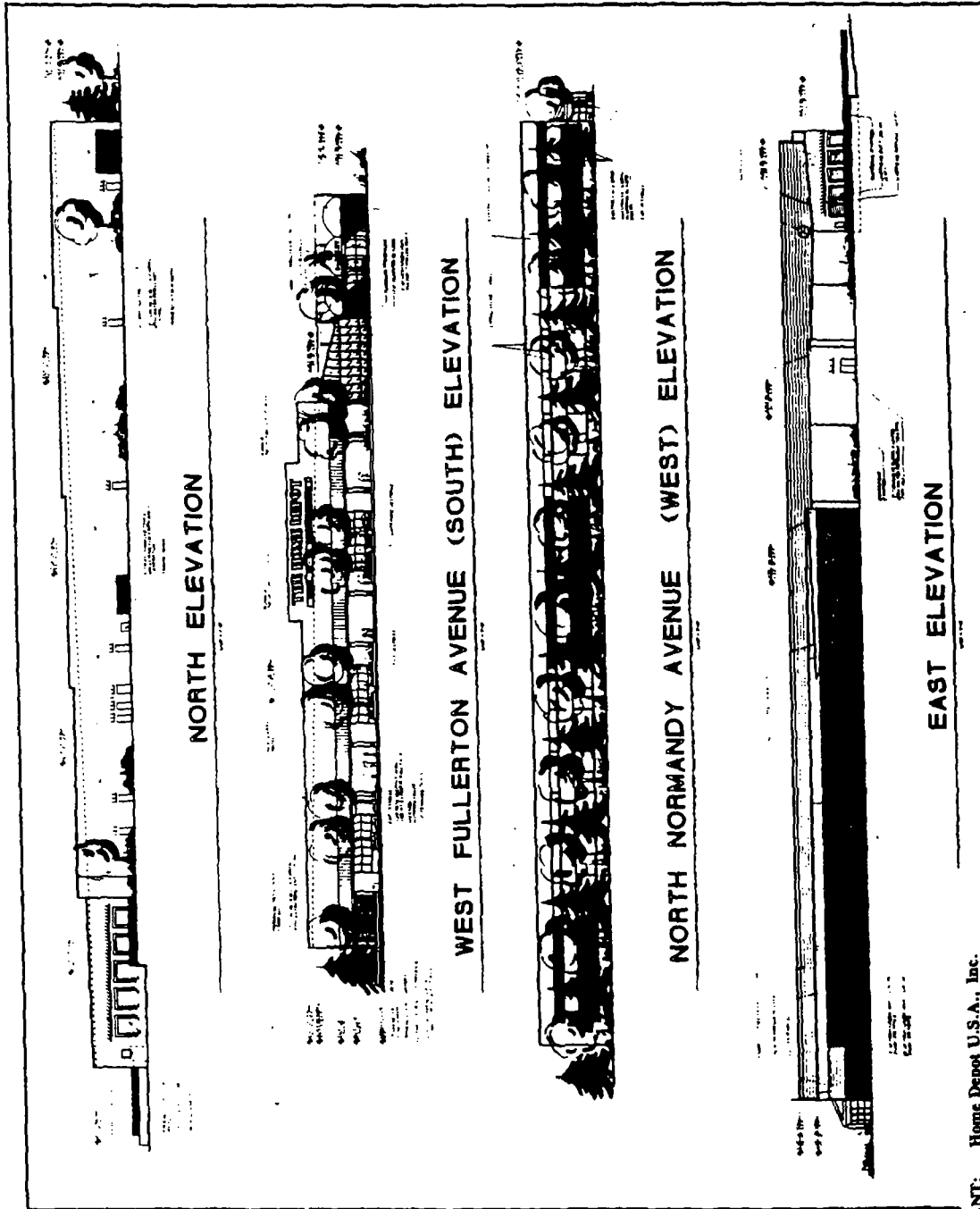
LANDSCAPE PLAN

NO.	DESCRIPTION	QTY	UNIT
1	1" x 1" x 12' PLANK	100	LINEAL FT.
2	2" x 2" x 12' PLANK	100	LINEAL FT.
3	4" x 4" x 12' PLANK	100	LINEAL FT.
4	6" x 6" x 12' PLANK	100	LINEAL FT.
5	8" x 8" x 12' PLANK	100	LINEAL FT.
6	10" x 10" x 12' PLANK	100	LINEAL FT.
7	12" x 12" x 12' PLANK	100	LINEAL FT.
8	14" x 14" x 12' PLANK	100	LINEAL FT.
9	16" x 16" x 12' PLANK	100	LINEAL FT.
10	18" x 18" x 12' PLANK	100	LINEAL FT.
11	20" x 20" x 12' PLANK	100	LINEAL FT.
12	22" x 22" x 12' PLANK	100	LINEAL FT.
13	24" x 24" x 12' PLANK	100	LINEAL FT.
14	26" x 26" x 12' PLANK	100	LINEAL FT.
15	28" x 28" x 12' PLANK	100	LINEAL FT.
16	30" x 30" x 12' PLANK	100	LINEAL FT.
17	32" x 32" x 12' PLANK	100	LINEAL FT.
18	34" x 34" x 12' PLANK	100	LINEAL FT.
19	36" x 36" x 12' PLANK	100	LINEAL FT.
20	38" x 38" x 12' PLANK	100	LINEAL FT.
21	40" x 40" x 12' PLANK	100	LINEAL FT.
22	42" x 42" x 12' PLANK	100	LINEAL FT.
23	44" x 44" x 12' PLANK	100	LINEAL FT.
24	46" x 46" x 12' PLANK	100	LINEAL FT.
25	48" x 48" x 12' PLANK	100	LINEAL FT.
26	50" x 50" x 12' PLANK	100	LINEAL FT.
27	52" x 52" x 12' PLANK	100	LINEAL FT.
28	54" x 54" x 12' PLANK	100	LINEAL FT.
29	56" x 56" x 12' PLANK	100	LINEAL FT.
30	58" x 58" x 12' PLANK	100	LINEAL FT.
31	60" x 60" x 12' PLANK	100	LINEAL FT.
32	62" x 62" x 12' PLANK	100	LINEAL FT.
33	64" x 64" x 12' PLANK	100	LINEAL FT.
34	66" x 66" x 12' PLANK	100	LINEAL FT.
35	68" x 68" x 12' PLANK	100	LINEAL FT.
36	70" x 70" x 12' PLANK	100	LINEAL FT.
37	72" x 72" x 12' PLANK	100	LINEAL FT.
38	74" x 74" x 12' PLANK	100	LINEAL FT.
39	76" x 76" x 12' PLANK	100	LINEAL FT.
40	78" x 78" x 12' PLANK	100	LINEAL FT.
41	80" x 80" x 12' PLANK	100	LINEAL FT.
42	82" x 82" x 12' PLANK	100	LINEAL FT.
43	84" x 84" x 12' PLANK	100	LINEAL FT.
44	86" x 86" x 12' PLANK	100	LINEAL FT.
45	88" x 88" x 12' PLANK	100	LINEAL FT.
46	90" x 90" x 12' PLANK	100	LINEAL FT.
47	92" x 92" x 12' PLANK	100	LINEAL FT.
48	94" x 94" x 12' PLANK	100	LINEAL FT.
49	96" x 96" x 12' PLANK	100	LINEAL FT.
50	98" x 98" x 12' PLANK	100	LINEAL FT.
51	100" x 100" x 12' PLANK	100	LINEAL FT.



	MARCHRIS ENGINEERING, LTD. CONSULTING ENGINEERS 1000 WEST FULLERTON AVENUE, SUITE 100, FULLERTON, CALIF. 92631 PHONE: (714) 841-1111 FAX: (714) 841-1112	SITE IMPROVEMENTS HOME DEPOT - BRICKYARD NORTH-EAST CORNER OF WEST FULLERTON AVENUE AND WEST FULLERTON AVENUE FULLERTON, CALIFORNIA	REVISIONS NO. DATE BY
	1 JO 1 10/7/93		1 10/7/93 [Signature]

Elevation Drawings.



APPLICANT: Home Depot U.S.A., Inc.
ADDRESS: 6600-6656 West Fullerton Avenue
 2401-2619 North Normandy Avenue
DATE: April 21, 1993
REVISED: June 10, 1993

<p>A3</p>	<p>GREENBERG FARRON</p>	<p>HOME DEPOT U.S.A., INC. 19940 2401-2619 NORTH NORMANDY AVE BRICKYARD CHICAGO, ILL. 60640 DRAWING NO. 1/1993-10</p>	<p>DATE: _____</p> <p>BY: _____</p>	<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION						
NO.	DATE	DESCRIPTION											

(Continued from page 39379)

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 Numbers 9-H And 11-H.
(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 B5-3 General Service District symbols and indications as shown on Map Nos. 9-H and 11-H in the area bounded by:

the alley north of and parallel to West Irving Park Road; North Wolcott Avenue; the alley next south of and parallel to West Irving Park Road; the alley next west of North Wolcott Avenue; West Irving Park Road; and the alley next east of and parallel to North Damen Avenue,

to those of a B3-3 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 15-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 B3-2 General Retail District symbols and indications as shown on Map No. 15-J in the area 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,

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 19-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 19-H in the area 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,

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.

Action Deferred -- AMENDMENT OF TITLE 17, SECTION 3.2 OF
MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) TO ALLOW ADULT DAY CARE
CENTERS AS PERMITTED USES IN ALL
ZONING DISTRICTS IN WHICH CHILD
DAY CARE CENTERS
ARE PERMITTED.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 27, 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 two ordinances which were corrected and amended in their corrected form. They are Application Numbers 11150 and A3107.

I also recommend the passage of one exception for 3256 North Elston Avenue.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of Application Numbers 11146, 11149 and A3107, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is to be amended in Section 3.2 (The Definitions Section) by adding the language in italics, as follows:

Day Care Center. A "day care center" is an institution or place in which are received three or more *adults*, children not of common parentage, apart from their parents or guardian, for part or all of a day but not later than 9:00 P.M.. The term "day care center" includes but is not limited to the following: nursery schools, *adult and/or* child care centers, day nurseries, kindergartens and play groups, but does not include bona fide kindergartens or nursery schools operated by public or private elementary or secondary school systems.

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

Action Deferred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED BUSINESS PLANNED DEVELOPMENT
NUMBER 193 BY REDUCING NUMBER
OF OFF-STREET PARKING SPACES
REQUIRED IN COMMUNITY
PARKING AREA.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 27, 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.

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I also recommend the passage of one exception for-3256 North Elston Avenue.

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Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

WHEREAS, Business Planned Development No. 193 was amended on February 6, 1986 to allow a parking garage on the site commonly referred to as President's Plaza I and II, located at 8600 -- 8700 West Bryn Mawr Avenue, and required a 100-space community parking area to be maintained within the parking lot on the site; and

WHEREAS, Business Planned Development No. 193, as amended, provides that the owners are entitled to a review of this Community Parking requirement by the City Council, and further provides that "this requirement shall be reduced or eliminated by Council action upon a showing of lack of need or use by neighborhood residents"; and

WHEREAS, The owner has requested a reduction of this requirement and has shown that the maximum need and use of the Community Parking area by neighborhood residents is less than ten parking spaces; and

WHEREAS, It is appropriate to reduce the Community Parking area on the President's Plaza site to 10 parking spaces; now, therefore,

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

SECTION 1. Business Planned Development No. 193, as amended on February 26, 1986 (said amendment having been printed at pages 28264 -- 28265 of the Council Journal of Proceedings), is hereby amended by changing the following paragraph contained in the Planned Development Use And Bulk Regulations thereof, by removing the language in brackets and inserting the language in italics, as follows:

"The owners shall reserve and maintain a designated area of not less than *ten (10)* [100] parking spaces for off-street community parking for residents of the neighborhood bounded by Bryn Mawr Avenue, Delphia Avenue, Gregory Street and the frontage road adjacent to Cumberland Avenue for automobiles that display a current President's Plaza Community Parking sticker affixed to a window. Each residential unit in the neighborhood shall be entitled to one parking sticker for the President's Plaza I and II Community Parking area. The owners shall be entitled to a review of this community parking requirement every two years, and this requirement shall be reduced or eliminated by Council action upon a showing of lack of need or use by neighborhood residents".

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

Action Deferred -- APPROVAL OF ZONING EXCEPTION FOR CHANGE
OF LICENSEE AND CONTINUED OPERATION OF
TAVERN AT 3256 NORTH ELSTON AVENUE.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 27, 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 two ordinances which were corrected and amended in their corrected form. They are Application Numbers 11150 and A3107.

I also recommend the passage of one exception for 3256 North Elston Avenue.

At this time, I, along with Alderman Ed Smith, moved that this report be *Deferred* and published with the exception of Application Numbers 11146,

11149 and A3107, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

WHEREAS, Ioana Barbulescu, doing business as Nelly's Saloon, Inc., as licensee, filed on April 28, 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 3256 North Elson Avenue; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered April 26, 1993 reads:

"Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically, Articles 7.3-4, 11.7A-1."; and

WHEREAS, The district maps show that the premises is located in an R3 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: the said use is located in an R3 General Residence District; that the subject site is improved with a two-story building containing an existing tavern; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of licensee of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a two-story building, on premises at 3256 North Elston 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, Ioana Barbulescu, doing business as Nelly's Saloon, Inc., 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, October 7, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 27, 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 two ordinances which were corrected and amended in their corrected form. They are Application Numbers 11150 and A3107.

I also recommend the passage of one exception for 3256 North Elston Avenue.

At this time, I, along with Alderman Ed Smith move that this report be *Deferred* and published with the exception of Application Numbers 11146,

11149 and A3107, 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 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 1-H in the area bounded by:

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

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 5-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 R3 General Residence District symbols and indications as shown on Map No. 5-H in the area 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 5-H.
(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. 5-H in the area bounded by:

the alley next south of the alley next south of and parallel to West Cortland Street; the alley next east of and parallel to North Damen Avenue; a line 286.46 feet south of West Cortland Street; North Winchester Avenue; a line 407.58 feet south of West Cortland Street; and North Damen Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District and B5-2 General Service District symbols and indications as shown on Map No. 5-N in the area bounded by:

West Medill Avenue; the alley next east of and parallel to North Harlem Avenue; West Belden Avenue; and North Harlem 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 5-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 5-N in the area bounded by:

the northerly right-of-way line of the Chicago, Milwaukee, Saint Paul and Pacific Railroad; North Sayre Avenue; West Belden Avenue; and North Nordica Avenue,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 6-F in the area 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,

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-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 9-N in the area bounded by:

the alley next south of and parallel to West Addison Street; the alley next east of and parallel to North Harlem Avenue; a line 285 feet south of West Cornelia Avenue; and North Harlem 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 15-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 C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 15-J in the area bounded by:

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

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 17-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 R3 General Residence District symbols and indications as shown on Map No. 17-H in the area 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,

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.

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON HOUSING AND REAL ESTATE.

**AUTHORIZATION TO ENTER INTO REDEVELOPMENT AGREEMENT
WITH COMMUNITY HOME BUILDERS FOR CONSTRUCTION
OF SINGLE-FAMILY HOUSING PURSUANT TO 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, October 7, 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 Commissioner of the Department of Housing to enter into a redevelopment agreement with Community Home Builders pursuant to 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction of new homes on either privately owned lots or lots to be provided by the City; and

WHEREAS, Pursuant to the New Homes Program, selected developers may receive a subsidy to cover certain costs associated with the construction of a housing unit ("Single-Family Home") or a two-flat building ("Two-flat Building"), and in addition, may receive waivers of City fees and deposits related to new construction; and

WHEREAS, The Department recommends to the City Council that it accept certain proposals for the construction of single-family housing under the New Homes Program; now, therefore,

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

SECTION 1. The following proposal for construction of single-family housing under the New Homes Program is hereby approved:

Developer:	Community Home Buildings, an Illinois corporation.
Aggregate Number of Single-Family Homes and Two-flat Buildings:	Not to exceed 25.
Location:	Little Village neighborhood; bordered by South Keeler Street, South California Avenue, West Cermak Road and West 33rd Street.
Amount of Construction Subsidy:	Not to exceed \$20,000 for each Single-Family Home or Two-flat Building.

Amount of Subsidy
allocated for the rental
unit of the Two-flat
Building: Not to exceed \$12,000 for each Two-flat
Building.

Aggregate amount of
Subsidy: Not to exceed \$500,000.

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new single-family housing by Developer pursuant to the New Homes Program.

SECTION 3. The new homes may be constructed on those certain parcels presently owned or to be acquired by Developer ("Private Lots") and those certain parcels presently owned or to be acquired by the City and to be conveyed to Developer as provided by the New Homes Program ("City Lots"), all as more fully described on Exhibit A attached hereto. In conjunction with the construction by Developer of the new homes described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

SECTION 5. The Department of Zoning of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the City Lots and the Private Lots which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

City Lots.

Parcel	Permanent Index Number
2533 South Albany Avenue	16-25-123-014-0000
3105 South Hamlin Avenue	16-35-104-004-0000
2300 South Homan Avenue	16-26-211-022-0000/ 16-26-211-023-0000
2355 South Homan Avenue	16-26-212-022-0000
2801 South Keeler Avenue	16-27-420-001-0000
3209 South Lawndale Avenue	16-35-114-004-0000
2515 South Troy Street	16-25-122-001-0000
2400 -- 2406 South Trumbull Avenue	16-26-218-023-0000
3335 West 23rd Street	16-26-212-028-0000
2852 West 25th Place	16-25-126-022-0000
2833 West 25th Street	16-25-126-012-0000
2850 West 25th Street	16-25-120-019-0000
3109 West 25th Street	16-25-122-007-0000
3055 South Drake Avenue	16-26-425-023-0000
3059 South Drake Avenue	16-26-425-024-0000
2800 South Christiana Avenue	16-23-420-024-0000
3103 South Hamlin Avenue	16-35-104-004-0000

Private Lots.

Parcel	Permanent Index Number
2808 South Christiana Avenue	16-26-420-025-0000
3019 South Drake Avenue	16-26-425-008-0000
3027 South Homan Avenue	16-26-428-011-0000
3029 South Homan Avenue	16-26-428-012-0000
2742 South Kenneth Avenue	16-27-304-004-0000
2744 South Kenneth Avenue	16-27-304-005-0000
2746 South Kenneth Avenue	16-27-304-006-0000
2450 South Sacramento Avenue	16-25-117-048-0000
2315 South Sawyer Avenue	16-26-215-005-0000
2511 South Spaulding Avenue	16-26-230-005-0000
2827 South Troy Street	16-25-308-012-0000
2831 South Troy Street	16-25-308-013-0000
2838 South Troy Street	16-25-307-013-0000

Exhibit "B".

Department Of Buildings:

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by 50%. This fee reduction is not applicable to the electrical permit.

Department Of Housing:

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Sewers:

Connection fees are waived.

Inspection fees are waived.

Department Of Streets And Sanitation:

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation:

Curbs, gutters, sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes Program.

Department Of Water:

Tap fees are waived.

Inspection fees are waived.

Demolition fees for existing water taps are waived.

Water liens against City-owned lots only are waived.

(B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Zoning:

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as notifying nearby property owners if a zoning change is requested, is not waived.

AUTHORIZATION TO ENTER INTO REDEVELOPMENT AGREEMENT
WITH WEST SIDE AFFORDABLE HOUSING LIMITED
PARTNERSHIP FOR CONSTRUCTION OF
SINGLE-FAMILY HOUSING PURSUANT
TO 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, October 7, 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 Commissioner of the Department of Housing to enter into a redevelopment agreement with West Side Affordable Housing Limited Partnership pursuant to 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction of new homes on either privately owned lots or lots to be provided by the City; and

WHEREAS, Pursuant to the New Homes Program, selected developers may receive a subsidy to cover certain costs associated with the construction of a single-family housing unit ("Single-Family Home"), and in addition, may receive waivers of City fees and deposits related to new construction; and

WHEREAS, West Side Affordable Housing Limited Partnership, an Illinois limited partnership ("Developer"), has submitted a proposal to the Department to construct up to six hundred (600) housing units in phases during a period of approximately ten (10) years as part of its overall redevelopment of the original Sears, Roebuck and Company headquarters campus (to be referred to as "Homan Square") located in the North Lawndale neighborhood of the City; and

WHEREAS, The first phase of the Homan Square project shall consist in part of the construction by Developer of up to twenty-four (24) Single-Family Homes pursuant to the New Homes Program; and

WHEREAS, The Department recommends to the City Council that it accept Developer's proposals for the construction of single-family housing under the New Homes Program as part of the Homan Square Project under the terms described below; now, therefore,

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

SECTION 1. The following proposal for construction of single-family housing under the New Homes Program is hereby approved:

Developer:	West Side Affordable Housing Limited Partnership, an Illinois limited partnership.
Aggregate Number of Single-Family Homes:	Not to exceed 24.
Location:	North Lawndale neighborhood; bordered by South Homan Avenue, South St. Louis Avenue, West Lexington Street and West Polk Street.
Amount of Construction Subsidy:	Not to exceed \$20,000 for each Single-Family Home.
Aggregate amount of Subsidy:	Not to exceed \$480,000.

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new single-family housing by Developer pursuant to the New Homes Program.

SECTION 3. The new Single-Family Homes shall be constructed on that certain parcel presently owned or to be acquired by Developer ("Property"), as more fully described on Exhibit A attached hereto. In conjunction with the construction by Developer of the Single-Family Homes described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

All of Block 15, including the vacated east/west alley, in Cummings and Co.'s Central Park Addition, being a subdivision of that part of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of the north 40 rods thereof and north of the north line of the right-of-way of the Chicago Great Western Railroad, in Cook County, Illinois.

Exhibit "B".

Department Of Buildings:

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). This fee reduction is not applicable to the electrical permit.

Department Of Housing:

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Sewers:

Connection fees are waived.

Inspection fees are waived.

Department Of Streets And Sanitation:

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation:

Curbs, gutters, sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes Program.

Department Of Water:

Tap fees are waived.

Inspection fees are waived.

Demolition fees for existing water taps are waived.

Water liens against City-owned lots only are waived.

(B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Zoning:

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as notifying nearby property owners if a zoning change is requested, is not waived.

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

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, October 7, 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 City Comptroller to refund the purchase price of the property located at 837 -- 859 West 54th Place, 5431 -- 5441 South Peoria Street, 852 -- 858 West 55th Street and 846 West Garfield Boulevard and owned by the Antioch Missionary Baptist Church, in the amount of \$65,700.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On February 6, 1991 and April 29, 1992 the City Council passed two ordinances authorizing the sale of vacant City-owned land located at 837 -- 859 West 54th Place, 5431 -- 5441 South Peoria Street, 852 -- 858 West 55th Street and 846 West Garfield Boulevard to Antioch Missionary Baptist Church; and

WHEREAS, Antioch Missionary Baptist Church purchased the subject properties in order to build a H.U.D. assisted housing project for the elderly; and

WHEREAS, In an attempt to make the project economically feasible the City agreed that it would accept the amount that the United States Department of Housing and Urban Development (H.U.D.) approved as the acceptable project cost for the land; and

WHEREAS, The City Council authorized the sale of the aforementioned properties for a total purchase price of \$65,700.00; and

WHEREAS, In addition to the purchase price Antioch Missionary Baptist Church has been forced to pay an additional \$64,806.70 in extraordinary site preparation costs, due to inadequate demolition by the City's contractor; and

WHEREAS, Due to these additional fees the cost of the land has almost doubled and the completion of the project is now in danger; now, therefore,

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

SECTION 1. That the City Comptroller is hereby authorized and directed to refund the amount of \$65,700.00 to the Antioch Missionary Baptist Church representing the purchase price of the properties located at 837 -- 859 West 54th Place, 5431 -- 5441 South Peoria Street, 852 -- 858 West 55th Street and 846 West Garfield Boulevard.

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

JOINT COMMITTEE.**COMMITTEE ON FINANCE.****COMMITTEE ON POLICE AND FIRE.**

**AUTHORIZATION TO SELL OR DONATE OBSOLETE
FIREFIGHTER HELMETS TO OTHER FIRE
DEPARTMENTS AND FIRE PROTECTION
DISTRICTS.**

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Police and Fire, submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Joint Committee on Finance and Police and Fire, having had under consideration an ordinance authorizing the Fire Commissioner to sell or donate obsolete firefighter helmets to other fire departments and fire protection districts, 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) WILLIAM M. BEAVERS,
Committee on Police and Fire,
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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- Aldermen Watson and Natarus -- 2.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the collective bargaining agreement between the City of Chicago and International Association of Firefighters, Local Union No. 2, the City from time to time issues and replaces uniform equipment necessary for the operation of the Fire Department; and

WHEREAS, As a result of the replacement of equipment, the Fire Department currently has in its possession approximately 2,500 used firefighter helmets that are no longer suitable for use by the department, but that may be of use to small fire departments or fire protection districts; and

WHEREAS, The sale or donation of the City's used fire helmets to smaller fire departments and fire protection districts will provide valuable assistance to those departments and districts, and will also relieve the City of Chicago of the costs of storage and disposal of the helmets; and

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

WHEREAS, The disposal of its property is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Fire Commissioner is hereby authorized to dispose of used firefighter helmets owned by the City of Chicago by selling or donating such helmets to other fire departments or fire protection districts, subject to

the conditions of this ordinance. Prior to the disposition of the helmets, the Commissioner must verify that the helmets are no longer suitable for use by the City's uniformed firefighting service. The Commissioner must then inform the Committee on Finance of those fire departments to which they intend to give or sell the helmets. After approval by the Committee on Finance and the full City Council the Commissioner may then dispose of the helmets. The Commissioner shall keep a record of each disposition of used helmets, including the date of transaction, the number of helmets sold or donated; the name of the receiving fire department or fire protection district; and the amount of sale price, if any. Proceeds of every sale under this ordinance shall be transmitted to the City Comptroller for deposit in the corporate fund of the City.

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

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO HOUSING AUTHORITY FOR
ASSISTANCE WITH TRAINING AND OPERATING
CHICAGO HOUSING AUTHORITY
POLICE FORCE.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Police and Fire, submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Joint Committee on Finance and Police and Fire, having had under consideration an ordinance authorizing the execution of an Intergovernmental Agreement with the Chicago Housing Authority for assistance with the training and operation of the Chicago Housing Authority Police Force, 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) WILLIAM M. BEAVERS,
Committee on Police and Fire,
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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City's Department of Police ("C.P.D.") recognizes the difficulties inherent in establishing and operating a police force and has a strong interest in addressing the issues of narcotics and other criminality in and around Chicago public housing; and

WHEREAS, The Chicago Housing Authority ("C.H.A.") desires to develop the operational, technical and administrative support systems of a police force; and

WHEREAS, The C.H.A. has requested that the C.P.D. provide assistance in the establishment and operation of its police force; and

WHEREAS, The C.P.D. wishes to enter into an intergovernmental agreement with the C.H.A. to provide training and certain facilities to the C.H.A. police; and

WHEREAS, The C.P.D. shall receive compensation from the C.H.A. for training, administrative and supervisory services performed by C.P.D. officers; 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 Superintendent of Police is hereby authorized subject to the approval of the Board of Directors of the C.H.A. and subject to review by the Corporation Counsel, to enter into and execute the Intergovernmental Agreement between the City of Chicago, by and through its C.P.D., and the C.H.A. (the "Agreement") substantially in the form attached hereto as Exhibit A.

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 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 4. 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".

*Intergovernmental Agreement Between The City Of Chicago,
By And Through Its Department Of Police, And
The Chicago Housing Authority.*

This Intergovernmental Agreement, made and entered into this _____ day of _____, 1993, by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through

its Department of Police (the "C.P.D."), and the Chicago Housing Authority (the "C.H.A."), a municipal corporation under the laws of the State of Illinois, pertaining to training and other assistance with the C.P.D. has agreed to provide to the C.H.A. in conjunction with the operation of the C.H.A. police force.

Recitals.

Whereas, The City and the C.H.A. are legal entities and local units of government organized and existing under the laws of the State of Illinois having among their powers the authority to contract with one another to obtain services, purchase, lease or transfer any property, real or personal; and

Whereas, The C.P.D. recognizes that the C.H.A. has authority to establish, appoint and support a police force as provided for in the Housing Authorities Act, 310 ILCS 10/8.1a (1992), as amended (formerly Ill. Rev. Stat. Ch. 67½ par. 8.1a (1991), as amended); and

Whereas, The C.P.D. understands and acknowledges the difficulties inherent in establishing and operating a police force and has a strong interest in addressing the issues of narcotics and other criminality in and around the public housing projects protected by the C.H.A.; and

Whereas, The C.H.A. continues to develop the operational, technical, and administrative support systems of a police force; and

Whereas, The C.H.A. has requested that the C.P.D. provide assistance in the establishment and operation of its police force;

Now, Therefore, For and in consideration of the covenants and mutual agreements herein set forth, the parties hereto agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

*Article 2.**Jurisdiction.*

This Agreement in no way limits the jurisdiction or police powers of the C.P.D., nor does it affect the discretion of the C.P.D. in deploying its officers in or around C.H.A.-owned properties in the City.

*Article 3.**Term.*

This Agreement shall become effective on the date first written above and shall expire on December 31, 1993, unless otherwise extended or terminated. This Agreement may be extended by execution of a written agreement for extension or execution of a written agreement substantially similar to this Agreement. In no event can this Agreement be extended without written consent of the parties, and no extension may arise out of performance of the terms of this Agreement after expiration.

C.H.A.'s obligation to submit payments pursuant to Article 5 hereof for costs incurred prior to the expiration hereof shall survive the expiration of this Agreement.

*Article 4.**Services.*

I. The C.P.D. agrees, subject to the proviso contained in this section, to provide the following services for the period from January 1, 1993 through December 31, 1993:

- (a) Training for C.H.A. police trainees per guidelines of Illinois Police Training Board pursuant to the provisions of the Illinois Police Training Act, 50 ILCS 705/1 et seq. (1992), as amended (formerly Ill. Rev. Stat., Ch. 85 par. 501 et seq. (the "Act")).
- (b) Temporary use of C.P.D. system and processes for inventory, arrests and booking, and case reporting.

- (c) Detention of C.H.A. prisoners in C.P.D. facilities and transportation of C.H.A. prisoners from C.P.D. facilities to appropriate courts within the City.
- (d) Use of C.P.D. interrogation/interview rooms at C.P.D. Public Housing Section facilities.
- (e) - Access to investigators and supervisors who will perform background investigations of C.H.A. officer applicants.

Provided, however, that the C.P.D. shall not be required to provide the services described in this section if it determines in its sole discretion that C.P.D. manpower and resources are not available for such services. C.P.D. determinations as to such availability shall be conclusive.

II. Pursuant to this Agreement, the following special conditions shall govern operations:

- (a) C.P.D. supervisory personnel will assume control and direction of background investigations when deemed appropriate by C.P.D. supervisory personnel.
- (b) While using C.P.D. facilities and/or services, the C.H.A. will, at all times, comply with relevant C.P.D. procedures and policies.
- (c) Relations between the C.P.D. and C.H.A. Police Force shall be further governed by C.P.D. Special Order 91-24 (and its successor directives) entitled "Police Agencies Operating In The Chicago Area", which is attached hereto as (Sub)Exhibit A and incorporated by reference herein.
- (d) The parties to this Agreement agree to fully cooperate with one another in any internal investigation of alleged misconduct with regard to their respective police forces.

Article 5.

Compensation.

I. The C.H.A. agrees to reimburse the C.P.D. for the services listed in Article 4 in accordance with the following schedule:

- (a) Training of each C.H.A. trainee at the then current rate determined by the Illinois Local Government Law Enforcement

Officers Training Board created by the Act, which rate is currently \$950.00 per officer.

- (b) Background investigation of each C.H.A. officer applicant at the followings rates:
- (1) Investigations charge: \$20.71 per hour spent by C.P.D. investigators on each investigation, with a maximum charge of \$690.00 per investigation;
 - (2) Sergeant charge: \$24.00 per hour spent by C.P.D. sergeants supervising each investigation, with a minimum of \$192.00 per week per investigation.
 - (3) Lieutenant charge: \$27.46 per hour spent by C.P.D. lieutenants supervising each investigation, with a minimum charge of \$219.68 per week per investigation.

II. The C.P.D. will send an itemized invoice for services provided pursuant to this Agreement to the C.H.A.. Payment of such invoice will be due within thirty (30) days of the invoice date.

Article 6.

Indemnity.

- I. Upon receipt of notice of a claim or suit which in any manner results from, arises out of, or is connected with work performed by C.P.D. officers pursuant to this Agreement, the C.H.A. shall provide timely notice of same to the C.P.D. and shall fully cooperate in the investigation of said claim or suit.
- II. The C.P.D. shall provide timely notice to the C.H.A. of any claim or suit in which the C.H.A. or C.P.D. police force is named as a party and shall fully cooperate in the investigation of said claim or suit.
- III. It is hereby agreed that in consideration of its employees being granted the opportunity of participating and engaging in police training, operations, functions, and other activities sanctioned by the C.P.D., the C.H.A. shall hold the City harmless as to any injuries or damages incurred by said employee as a result of such police training, operations, functions and other activity sanctioned by the C.P.D.. The C.H.A. shall further agree to indemnify the City in full amount as to any judgment or claim awarded to said employee for injuries sustained by said employee during the official course of his

assignment to the Chicago Police Training Division, and during the course of his regularly assigned duties.

- IV. It is hereby agreed that in consideration of its employees being granted the opportunity of participating and engaging in police training operations, functions and other activities sanctioned by the C.P.D., the C.H.A. shall execute an Indemnification Agreement, the form of which is attached hereto as (Sub)Exhibit B, for each participant in the program, and each participant shall sign a Waiver and Release of All Claims, the form of which is attached hereto as (Sub)Exhibit C as described in Article 6, Section III of this Agreement.
- V. The Indemnifications contained in this Article and in any Indemnification Agreement and Waiver and Release of All Claims executed pursuant to Section IV of this Article shall survive expiration or early termination of this Agreement.

Article 7.

Termination.

This Agreement shall be subject to termination with sixty (60) days prior written notice by either party with or without cause.

It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the right to terminate this Agreement if the other fails to honor any of its commitments under this Agreement.

Upon termination of this Agreement, neither party shall have an obligation to continue to provide the services provided for herein. C.H.A.'s obligation to submit payments pursuant to Article 5 hereof for costs theretofore incurred shall survive the termination of this Agreement.

Article 8.

Waiver Of Claims.

Except as provided in Article 6, nothing contained in this Agreement is intended or should operate as or be construed as a waiver of any rights, claims or actions the C.P.D. and C.H.A. may have against the other.

Article 9.

Covenant Of Reciprocity.

It is the intent of the parties to this Agreement that the commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party.

Article 10.

Consent.

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article 11.

Notices.

Notices to the C.H.A. shall be addressed to:

General Counsel
Chicago Housing Authority
Suite 201
17 East Monroe Street
Chicago, Illinois 60603

Chicago Housing Authority
Chief Operating Officer
22 West Madison Street
Chicago, Illinois 60602

Notices to the City shall be addressed to:

Corporation Counsel
Room 511
City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Superintendent of Police
Attention: General Counsel
Room 400
1121 South State Street
Chicago, Illinois 60605

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (A) personal services; (B) electronic communications, whether by telex, telegram, telecopy or facsimile (FAX)

machine; (C) overnight courier; (D) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Provided, 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 by electronic means. 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, if sent pursuant to subsection (D) shall be deemed received forty-eight (48) hours following deposit in the mail.

Article 12.

Assignment; Binding Effect.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the C.H.A. and their respective successors and assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and assigns.

Article 13.

Amendments.

The City or the C.H.A. may from time to time request changes in the scope of services to be provided by the City herein. Any amendment to this Agreement shall be in writing and require the approval of both the City and the C.H.A..

Article 14.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations to or affecting the services hereunder.

Article 15.

Governing Law.

This Agreement shall be governed by the laws of the State of Illinois. 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 any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portion of this Agreement or any part hereof.

Article 16.

Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Article 17.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

Article 18.

Authority.

Execution of this Agreement by the C.P.D. is authorized by an ordinance passed by the City Council of the City on _____, 1993. Execution of this Agreement by the C.H.A. is authorized by a resolution passed by the Board of Directors of the C.H.A. on _____, 1993.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

Approved As To Form
And Legality:

City of Chicago,
a municipal corporation, by
its Department of Police:

Assistant Corporation Counsel

By: _____
Superintendent of Police

Approved As To Form
And Legality:

Chicago Housing Authority:

[Counsel to C.H.A.]

By: _____

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement unavailable at time of printing.]

(Sub)Exhibits "B" and "C" attached to this Intergovernmental Agreement read as follows:

(Sub)Exhibit "B".

Indemnification Agreement.

It is hereby agreed that in consideration of one of its employees, _____, being granted the opportunity of participating and engaging in police training, operations, functions and other activities sanctioned by the Chicago Police Department, the Chicago Housing Authority (C.H.A.), employer of the above named trainee, shall indemnify, hold harmless, defend and protect the City of Chicago from any

claim, loss, damage, expense, cost, liability, suit, settlement, judgment or award which may result to the City of Chicago on account of or arising from the conduct, training, operations, functions or other activities of any member of the Chicago Police Department during the trainee's temporary assignment to the Chicago Police Training Division.

It is hereby further agreed that the C.H.A. shall indemnify, hold harmless, defend and protect the City of Chicago from any claim, loss, damage, expense, cost, liability, suit, settlement, judgment or award which may result to the City of Chicago on account of or arising at any time from the conduct or activity of said employee as member of the C.H.A. police force.

Date: _____

By: _____

Title: Chief Operating Officer

Subscribed and sworn before me
this ____ day of _____ 1993.

Notary

(Sub)Exhibit "C".

City Of Chicago

Police Training Division

Waiver And Release Of All Claims.

Please read this form carefully and be aware that in signing up and participating in this program you will be waiving and releasing all claims for injuries you might sustain arising out of this program.

Acknowledgment of
risk of injury:

"As a participant in the Chicago Police Training Program, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injury, including death, damages or loss which I may sustain as a result of participating in any and all activities connected with or associated with such Training Program."

Indemnity and
defense:

"I further agree to indemnify and hold harmless and defend the City of Chicago and its elected officials, officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses sustained by me and arising out of, connected with, or in any way associated with the activities of the Chicago Police Training Program, including any errors or omissions by the City of Chicago, its agents or employees and/or any conditions or latent defects in and on the premises where the Training Program takes place, which are alleged to be the proximate cause of my injury."

I have read and fully understand the above Waiver and Release of All Claims.

Participant Name (Print)

Participant Signature

JOINT COMMITTEE.**COMMITTEE ON LICENSE AND CONSUMER PROTECTION.****COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES.**

**AMENDMENT OF TITLE 4, CHAPTER 228 OF MUNICIPAL CODE
OF CHICAGO BY CLARIFYING LICENSING REQUIREMENTS
FOR TIRE REPAIR SHOPS AND PROHIBITING
OPERATION OF MOTOR VEHICLE REPAIR
SHOPS ON PUBLIC WAY OR WITHIN
RESIDENTIAL BUILDINGS.**

A Joint Committee, composed of the members of the Committee on License and Consumer Protection and the members of the Committee on Energy, Environmental Protection and Public Utilities, submitted the following report:

CHICAGO, October 7, 1993.

To the President and Members of the City Council:

Your Joint Committee on License and Consumer Protection and Energy, Environmental Protection and Public Utilities, having had under consideration an ordinance introduced by Alderman Raymond Suarez (which was referred on May 19, 1993), amending Chapter 4-228 of the Municipal Code of Chicago, as it relates to the definition, licensing provisions and prohibited locations of motor vehicle repair shops, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance, as amended, 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,
*Committee on Licence and
Consumer Protection,
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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Many of Chicago's neighborhoods have experienced a proliferation of shops that repair and change automobile tires; and

WHEREAS, Such shops are often unsightly and contribute to an unpleasant appearance in various parts of the City; and

WHEREAS, Tire shops are frequently operated and maintained in such a manner that they encroach upon the public way; and

WHEREAS, Clarifying the applicability of licensing requirements to tire shops will promote more responsible tire shop operations and will contribute to the more attractive appearance of many Chicago neighborhoods; and

WHEREAS, Motor vehicle repair shops that are located in buildings used for residential purposes pose a fire hazard and other health and safety risks to the residents of such buildings; now, therefore,

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

SECTION 1. Chapter 4-228 of the Municipal Code of the City of Chicago is hereby amended by striking the language in brackets and adding the language in italics, as follows:

4-228-010 Definitions.

The following definitions shall apply to this chapter:

(a) "Motor vehicle repair shop" or "repair shop" means any building, structure, premises, enclosure or other place including automobile service stations, garages and motor vehicle service shops where the

business of doing repair work on or for motor vehicles, the replacing of parts thereto, or the diagnosis of malfunctions of a motor vehicle is conducted in any shop, drive-in station or garage which inspects motor vehicles for the purpose of appraising, evaluating or estimating the extent of value of motor vehicle damage or the necessity or cost of motor vehicle repairs. *A motor vehicle repair shop shall include any business, establishment or location where tires are changed or repaired.* Provided, however, that this definition shall not include any business operated under a certificate of authority issued under Chapter [73] 215 of the *Illinois Compiled Statutes* [Illinois Revised Statutes].

(b) "Motor vehicle" means any self-propelled device in, upon or by which persons or property are or may be transported upon public ways, except devices moved by human power or used exclusively upon stationary rails.

(c) "Repair" means any diagnosis, removal, reconditioning, maintenance, alteration, adjustment, installation or replacement of any parts, components or systems of a motor vehicle (including but not limited to upholstery and auto glass), but excluding any repair services which the commissioner by regulation determines to be minor. No service shall be designated as minor, for purposes of this ordinance, if the commissioner finds that performance of the service requires mechanical expertise, has given rise to a high incidence of fraud or deceptive practices, or involves a part of the vehicle essential to its safe operation.

(d) "Licensee" means a person licensed to engage in the motor vehicle repair business under the provisions of this article.

(e) "Motor vehicle mechanic" means a person who for salary or wage performs diagnosis, maintenance, repair, removal, reconditioning, adjustment, alteration, replacement or installation of any parts, systems or components of a motor vehicle (including but not limited to upholstery and auto glass), but excluding any repair services which the commissioner by regulation determines to be minor.

(f) "Person" means any individual, firm, partnership, association, corporation, company or group of individuals acting together for a common purpose or organization of any kind.

(g) "Estimated price" means a written determination of the price of parts and the price of labor needed to perform offered services, including the price of teardown and assembly, if necessary.

(h) "Invoice" means a written listing of the details of the transaction between the repair shop and the customer.

(i) "Work order" means an authorization, either oral or written, on the part of the customer for the repair shop to perform a service.

(j) "Guarantee" means an obligation undertaken by a repair shop to repair a vehicle at no charge or at a reduced charge for parts or labor or both.

(k) "Warranty" means a promise made by a manufacturer that a vehicle or part will be repaired at no charge or at a reduced charge for parts or labor or both.

(l) "Place of business" means an address where repairs or service are ordinarily performed.

(m) "Commissioner" means the commissioner of the department of consumer services of the city of Chicago.

4-228-020 Licensing Provisions.

(a) No person shall own, maintain, conduct, operate or engage in the business of motor vehicle repair for compensation within the City of Chicago, or hold himself/herself out as being able to do so, or act as an agent for another who is engaged in the motor vehicle repair business, or take custody of the motor vehicle within the City of Chicago for the purpose of repair without first obtaining a license from the City of Chicago to do so. If a person maintains a motor vehicle repair shop at more than one location, a license is required for each such location. The license issued to a motor vehicle repair shop authorizes the licensee and all its bona fide employees to engage in the business of motor vehicle repair. Said license shall be issued in accordance with the provisions of Chapter 4-4 of the Municipal Code of the City of Chicago upon favorable recommendations from the department of consumer services and upon payment of the fee prescribed in this chapter.

(b) The following persons are excluded from the term motor vehicle repair shop:

(1) An employee of a motor vehicle repair shop who engages in the business of repairing motor vehicles solely by reason of his employment; or

(2) Any person who is solely engaged in the business of repairing the motor vehicles of a single commercial or industrial establishment, or of the federal, state or local government or any agency thereof; or

(3) Any person solely engaged in the business of repairing road building machines, farm machines, lawn machines, garden machines, vehicles registered as special purpose vehicles; or

(4) Any person who does not work on the vehicle but only rebuilds or reconditions parts of the vehicle removed by others (i.e. after market manufacturers); or

(5) Any person who engages in the business of distributing motor vehicle parts.

(c) Every motor vehicle repair shop shall pay the fee required by this chapter for each place of business operated by him/her within the city of Chicago and shall register with the commissioner of consumer services on forms prescribed by the commissioner. The applicant for a motor vehicle repair shop license shall, on his/her application, disclose the following information:

(1) The trade name, address, form of ownership of the facility and, if a corporation, the date and place of incorporation;

(2) If a corporation, the name and address of its registered agent and officers; if a partnership, the name and address of each partner; if a sole proprietorship, the name and address of the sole proprietor;

(3) A description of the motor vehicle repair facility to be licensed. Such description shall include:

(a) Dimensions of the building or buildings housing the work area of the repair facility;

(b) Number of working area stalls in the facility and square footage of work area;

(c) Type of repair work to be conducted, i.e. motor, transmission, body, brakes, *tire changing or repair* [etc.];

(d) Number of motor vehicle mechanics employed at the time of application;

(4) The application shall be signed by the applicant or his/her local authorized agent, who shall be an individual responsible for the operation of applicant's local motor vehicle repair business;

(5) A licensee shall not use or permit to be used more than one trade name at a single location;

(6) The commissioner may, at any time, require additional information of a licensee or an applicant to clarify items on the application.

(d) The annual license fee for a motor vehicle repair shop shall be based upon the classification of the repair work performed. The license fees shall be as set forth in Section 4-5-010, except for automobile service stations as defined in the Chicago Zoning Ordinance under Article 8.3-4 (paragraph 5), Chapter 194A of the Municipal Code of the City of Chicago, in which instance a license fee shall be fixed at \$25.00 annually. Motor vehicle repair shop licenses shall be divided into classes as follows:

Class I -- This class shall be required for auto repair other than engine and body (including, but not limited to, radio, air conditioning, glass work, upholstery, detailing, striping, car alarms, car phones, stereos, radios, *the repair or changing of tires* and other repairs).

Class II -- This class shall be required if any of the following repair work is performed: engine work; transmission; oil changes; battery replacements or battery charges; or heating and air conditioning work.

Class III -- This class shall be required if any of the following repair work is performed: body work; painting; spray painting.

(e) Each license issued pursuant to this chapter shall be posted and kept in a conspicuous place in the motor vehicle repair shop.

4-228-045

Prohibition relating to use of the public way. No motor vehicle repair shop may be operated or maintained in such a way that the shop, or any vehicle being repaired therein, or any materials associated therewith, are located or placed upon the public way.

4-228-046

Shops in buildings used for residential purposes. No motor vehicle repair shop that commences operation following the effective date of this ordinance shall be located in any building that is used for residential purposes. On and after November 1, 1994, no motor vehicle repair shop shall be located in any building that is used for residential purposes.

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

A G R E E D C A L E N D A R .

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 Shaw, Murphy and Schuller. 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Sponsored by the elected city officers named below, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MRS. BERNADINE C. WASHINGTON.

WHEREAS, Bernadine C. Washington, Director of External Affairs for the Commission on Human Relations, died on Saturday, September 25, 1993; and

WHEREAS, Mrs. Washington was born in New Orleans in the 1920s and later moved with her mother to Chicago; and

WHEREAS, She graduated from DuSable High School and attended Fisk University in Nashville for two years, before returning to Chicago; and

WHEREAS, In 1963, Mrs. Washington joined WVON Radio, and, in 1967, became the first Black woman vice-president of a radio station and later, its general manager; and

WHEREAS, At WVON, she was the host of "On the Scene with Bernadine", a radio show that discussed fashion, politics and civil rights; and

WHEREAS, In 1973, Mrs. Washington was named "Woman of the Year" by the National Association of Television and Radio Artists; and

WHEREAS, In 1970, she helped found Operation P.U.S.H., and later served on the board of directors as a chief fund-raiser; and

WHEREAS, She also worked with the Urban League, the N.A.A.C.P., the Joint Negro Appeal, and participated in numerous fund-raisers to help Black colleges and other causes; and

WHEREAS, At the City's Commission on Human Relations, she worked to unite Chicago's diverse ethnic communities; and

WHEREAS, She is survived by her daughter, Diann; a son, Ronald; and a grandson; and

WHEREAS, Mrs. Washington devoted countless hours of her time to working as a role model and mentor for young people; and

WHEREAS, Although she will always be missed, her spirit lives on in the hours of hard work she devoted to making Chicago a better place for everyone to live; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this seventh day of October, 1993, do hereby honor Bernadine C. Washington for her lifetime commitment to the people of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Bernadine C. Washington as a token of our esteem and admiration.

*CONGRATULATIONS EXTENDED TO RECIPIENTS OF
ILLINOIS TREASURES AWARD PRESENTED
BY ILLINOIS ALLIANCE FOR AGING.*

WHEREAS, On September 30, 1993, eight outstanding Illinoisans were honored by the Illinois Alliance for Aging (I.A.A.) with the Illinois Treasures Award for their outstanding contributions and lifelong service, as well as their continued commitment toward improving the quality of life for the citizens of Illinois; and

WHEREAS, The Illinois Alliance for Aging is dedicated to the belief that older adults deserve the opportunity to live and work with dignity, self-respect and security; and

WHEREAS, Working on behalf of the nearly two million elderly Illinoisans, I.A.A. continues to provide programs in protective services, housing and eldercare as well as services to its organizational and individual members in the field of aging; and

WHEREAS, The eight honorees include: Joseph L. Gidwitz of Chicago, Honorary Chairman for Life of the Council for Jewish Elderly, vice chairman of the board of Helene Curtis, Inc.; Mildred D. Johnson, outstanding Chicago writer and teacher, recipient of the Carl Sandburg Award for Children's Literature, and educator on African-American issues; Dr. Joseph B. Kirsner, world-renowned gastroenterologist and founder of the Center for Gastro-Intestinal Research at the University of Chicago Medical Center; Bernice Neugarten, Rothschild Distinguished Scholar at the University of Chicago and internationally preeminent gerontologist; Edwin A. Rothschild, mainstay and former general counsel of the Illinois American Civil Liberties Union and tireless defender of First Amendment principles; Dr. Charles W. Bolen, founder and former dean of the College of Fine Arts at Illinois State University in Normal; Hattie Cobb, N.A.A.C.P. Women of the Decade and citizen advocate in the Office of the Illinois Attorney General in Springfield; and Mrs. Alois (Rita) Graff of Wonder Lake, known for her legendary, personal care of the ill, disabled and the dying; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this seventh day of October, 1993, do hereby congratulate all eight of the honorees for their lifelong services, as well as their continued commitment to improve the quality of life for the citizens of Illinois; and

Be It Further Resolved, That suitable copies of this resolution be presented to the honorees as a token of our esteem.

**CONGRATULATIONS EXTENDED TO SERGEANT
CASIMER L. GOLOSINSKI ON HIS
RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must cope daily with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few", were never more apropos; and

WHEREAS, Sergeant Casimer L. Golosinski, Star No. 1550 has devoted thirty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this seventh day of October, 1993, that on behalf of all the citizens of the City of Chicago we do hereby express our appreciation and heartfelt thanks to Casimer L. Golosinski and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MRS. BEULAH MAE COLEMAN.

WHEREAS, God in his infinite wisdom has called to her eternal reward Beulah Mae Coleman, beloved citizen and friend, August 13, 1993; and

WHEREAS, Born June 21, 1918, Beulah Mae Coleman was a devoted family member. In her productive lifetime, she had ten children, six of whom survive her, twenty-six grandchildren, and thirty-seven great-grandchildren. Among her many other relatives is Clarence Walters, a member of Chicago's 8th Ward Regular Democratic Organization; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, A.D., do hereby express our sorrow on the passing of Beulah Mae Coleman, 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 Beulah Mae Coleman.

TRIBUTE TO LATE MS. DEMMORIS EVELYN COWSEN.

WHEREAS, God in his infinite wisdom has called to her eternal reward Demmoris Evelyn Cowsen, beloved citizen, friend and public servant, August 29, 1993; and

WHEREAS, Born October 10, 1955, Demmoris Evelyn Cowsen attained her education from Bryn Mawr Elementary School, South Shore High School and Southern Illinois University. She was an employee of the City of Chicago's Park District; and

WHEREAS, Demmoris Evelyn Cowsen leaves to mourn her loving mother, Bobbie Cowsen; her son, Charles Coleman III; two brothers, McKinley and Kalvin Anthony Cowsen; her grandmother, Lynola Ishmon, and a host of relatives and friends. She will be sorely missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, A.D.,

do hereby express our sorrow on the passing of Demmoris Evelyn Cowsen, 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 for presentation to the family of Demmoris Evelyn Cowsen.

*TRIBUTE TO LATE UNITED STATES ARMY
SERGEANT EUGENE WILLIAMS.*

WHEREAS, God in his infinite wisdom has called to his eternal reward United States Army Sergeant Eugene Williams, an outstanding Chicago citizen, who on September 25, 1993, was shot down while flying on a mission over Mogadishu; and

WHEREAS, Eugene Williams, the second child of Johnnie and Georgia Williams, was born January 12, 1967; he grew up on the west side where he attended Victor Herbert Elementary School and Crane High School; and

WHEREAS, An excellent student, Eugene Williams took part in the Chicago Police Explorer Program, which introduced him to military discipline and excitement. In 1985, at age 18, he joined the Army and served his country in South Korea, Germany, the Persian Gulf and finally in Somalia as a member of the 101st Airborne Division. His diligence earned him a promotion to the responsible rank of sergeant, and it was as United States Army Sergeant Eugene Williams that he gave his life for his grateful country; and

WHEREAS, United States Army Sergeant Eugene Williams leaves to mourn his wife, Deanna, his parents, grandparents, brother, two sisters, 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 seventh day of October, 1993, A.D., do hereby express our sorrow on the death of United States Army Sergeant Eugene Williams, and extend our deepest sympathy to his widow, parents, other relatives and many friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of United States Army Sergeant Eugene Williams.

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE MR. OSCAR JACKSON, SR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Oscar Jackson, Sr., outstanding citizen and friend, September 4, 1993; and

WHEREAS, Oscar Jackson, Sr. was born January 8, 1929 in Mississippi and moved to Chicago in 1947 where he became a valued longtime employee of the Campbell Soup Company. He retired in 1988 after forty-one years of outstanding service; and

WHEREAS, A devoted family man, Oscar Jackson, Sr. was united in holy matrimony with the former Willa Mae Marion July 19, 1969, a union which yielded five children and eventually seven grandchildren and four great-grandchildren. He leaves to mourn a large and loving family, which includes his brother, the Honorable Sylvester Jackson, Mayor of Washington Park, Illinois, and 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 seventh day of October, 1993, A.D., do hereby express our sorrow in the passing of Oscar Jackson, Sr., and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Oscar Jackson, Sr..

**CONGRATULATIONS EXTENDED TO LILYDALE PROGRESSIVE
MISSIONARY BAPTIST CHURCH ON ITS EIGHTIETH
ANNIVERSARY AND OCTOBER 24, 1993 DECLARED
"LILYDALE PROGRESSIVE MISSIONARY BAPTIST
CHURCH DAY IN CHICAGO".**

WHEREAS, On Sunday, October 25, 1993, Lilydale Progressive Missionary Baptist Church, 10706 South Michigan Avenue in Chicago's great 9th Ward, celebrates eighty years of outstanding spiritual and community services; and

WHEREAS, Lilydale Progressive Missionary Baptist Church originated in a group of private homes on the south side and over the decades grew into the present congregation and beautiful church facility which provides a clear beacon of light in its community; and

WHEREAS, Under the leadership of its pastor, the Reverend Lawrence E. Mosley, Sr., Lilydale Progressive Missionary Baptist Church continues to reach out and embrace its community and to lighten all its problem; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, A.D., do hereby declare that Sunday, October 24, 1993, be known as "Lilydale Progressive Missionary Baptist Church Day in Chicago" in cognizance of eighty years of outstanding spiritual guidance. We also express our sincere best wishes for the church's continuing progress into the ensuing decades; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lilydale Progressive Missionary Baptist Church.

Presented By

ALDERMAN BUCHANAN (10th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
ANTHONY PATRICK BARRETT ON THEIR
GOLDEN WEDDING ANNIVERSARY.**

WHEREAS, The heavens smiled upon the union in holy matrimony of Anthony Patrick Barrett, dressed in his Air Force uniform, and Helen Therese Lampa, on October 9th, 1943; and

WHEREAS, This marriage took place at Saint Florian's Church and brought together Anthony, the son of Irish immigrants Michael and Bridget Barrett, and Helen, the daughter of Polish immigrants Andrew and Victoria Lampa, and was witnessed by the six brothers and sisters of Anthony and the three children of the Lampa family, as well as hundreds of other family members and friends in the community; and

WHEREAS, The atmosphere was one of excitement, happiness and jubilation, despite a world filled with war scenes and disruption of family lives and the sounds of guns and air raid sirens seemed miles away; and

WHEREAS, For the next fifty years, Anthony and Helen went about the business of living the honest and productive lives that their parents had taught them to do. Returning from the war to the southeast side, Anthony served on the Chicago Police Department for thirty-seven years. He worked at part-time jobs shoveling grain on the river. Helen dedicated her life to family and home, raising their children with the same truths and values that were their inheritance from generations past: that the opportunity to work hard, and the responsibility to teach your children to do the same could reap the rewards of happiness and fulfillment; and

WHEREAS, The families and friends will assemble to witness the renewal of the vows of devotion between Anthony and Helen, and in attendance will be their three children, Patricia, Barbara and Timothy, five grandchildren and one great-grandson. These vows will be repeated at Saint Florian's Church on Friday, October 8th, 1993 at 5:00 P.M. with a celebration at Steve's Lounge at 6:30 P.M.; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, join in a message of congratulations and best wishes, and that a suitable copy of this resolution be prepared and presented to the happy couple on the occasion of this celebration.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. MARGARET M. "DOLLY" BOYD.

WHEREAS, Margaret M. "Dolly" Boyd (nee Gleason) passed away on Sunday, September 26, 1993 at the age of seventy-four; and

WHEREAS, Margaret M. "Dolly" Boyd, beloved wife of John W; and

WHEREAS, Margaret M. "Dolly" Boyd, loving mother of Luella (Richard) Berry, Margaret (Robert) Stephens and Jacqueline (Ronald) Thomas; and

WHEREAS, Margaret M. "Dolly" Boyd, dearest grandmother of fourteen, and great-grandmother of eighteen; and

WHEREAS, Margaret M. "Dolly" Boyd, dear sister of Catherine (Joseph) Bergthold, the late Robert (Josephine), Helen (Charles) Latta, Evelyn (the late Lawrence) Berry, and Donald (Marie) Gleason; and

WHEREAS, Margaret M. "Dolly" Boyd, fond aunt of many nieces and nephews; and

WHEREAS, Margaret M. "Dolly" Boyd, Gold Star member of Saint Gabriel's Women's Club; and

WHEREAS, A lifelong resident of the 11th Ward Bridgeport community, Margaret M. "Dolly" Boyd was a cherished friend to many and a good neighbor to all, and

WHEREAS, Margaret M. "Dolly" Boyd will be greatly missed by her many friends 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 seventh day of October, 1993, do hereby extend to the family of Margaret M. "Dolly" Boyd our deepest condolences and most heartfelt sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Margaret M. "Dolly" Boyd.

TRIBUTE TO LATE MR. TED J. GRYBOS.

WHEREAS, Ted J. Grybos passed away on Sunday, September 26, 1993 at the age of seventy-four; and

WHEREAS, Ted J. Grybos, beloved husband of Sophie; and

WHEREAS, Ted J. Grybos, loving father of Richard, Joanne (Edward) Niedbalec, and James (Anita); and

WHEREAS, Ted J. Grybos, dear grandfather of Jeffrey, Danielle, and Nicole; and

WHEREAS, Ted J. Grybos, loving brother of Rose (the late Henry) Brixy, the late Walter (Jean), the late Joseph, the late Stanley (Beverly) Grybos; and

WHEREAS, Ted J. Grybos, fond uncle of many nieces and nephews; and

WHEREAS, Ted J. Grybos, member of the Saints Peter and Paul baseball club and the Saints Peter and Paul Holy Name Society; and

WHEREAS, A cherished and loyal friend to many and a good neighbor to all, Ted J. Grybos will be greatly missed by his many friends 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 seventh day of October, 1993, do hereby extend to the family of Ted J. Grybos our deepest condolences and most heartfelt sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Ted J. Grybos.

TRIBUTE TO LATE MR. RAYMOND J. HOULIHAN.

WHEREAS, Raymond J. Houlihan passed away on Wednesday, September 29, 1993 at the age of fifty-eight; and

WHEREAS, Raymond J. Houlihan, dearly beloved husband of Jacqueline Tracey Houlihan; and

WHEREAS, Raymond J. Houlihan, devoted father of John (Deborah), Robert (Jacqueline), Tracey (Michael) Sieja, Christopher (Jacqueline) and Michael; and

WHEREAS, Raymond J. Houlihan, loving grandfather of Raymond, Lauren, John, Natalie, Katelyn, Kristen, Kylie, and Matthew; and

WHEREAS, Raymond J. Houlihan, loving son of the late Edna and Richard Houlihan; and

WHEREAS, Raymond J. Houlihan, dear brother of Dorothy (James) Matela and Richard (Virginia) Houlihan; and

WHEREAS, A cherished and loyal friend to many and a good neighbor to all, Raymond J. Houlihan will be greatly missed by his family, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, do hereby extend to the family of Raymond J. Houlihan our deepest condolences and most heartfelt sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Raymond J. Houlihan.

TRIBUTE TO LATE MR. JOHN QUIRINO, SR.

WHEREAS, John Quirino, Sr., passed away on Wednesday, September 22, 1993 at the age of eighty-two; and

WHEREAS, John Quirino, Sr., beloved husband of Rose; and

WHEREAS, John Quirino, Sr., loving father of Peter (Lillian) and John, Jr.; and

WHEREAS, John Quirino, Sr., fond grandfather of Kenneth, Teri Anne (Daniel) Golden, and Lawrence and great-grandfather of seven; and

WHEREAS, John Quirino, Sr., dear brother of the late Rocco Quirino; and

WHEREAS, John Quirino, Sr., beloved brother-in-law of Frank Senese, Pat (Pudi) Senese, Theresa (the late John) Catezone, and the late Joseph (Cora), Louis (Angie) and Sue Senese; and

WHEREAS, John Quirino, Sr., fond uncle to many nieces and nephews; and

WHEREAS, A kind and cherished friend of many and a good neighbor to all, John Quirino, Sr. will be greatly missed by his family, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, do hereby extend to the family of John Quirino, Sr. our deepest condolences and heartfelt sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of John Quirino, Sr..

TRIBUTE TO LATE MR. EDWARD J. TOTARO.

WHEREAS, Edward J. Totaro passed away on Tuesday, September 21, 1993 at the age of sixty-two; and

WHEREAS, Edward J. Totaro, devoted husband for thirty-four years to Marlene; and

WHEREAS, Edward J. Totaro, beloved father of Laura (David) Walsh, Kathryn, Karen, and Steven Totaro; and

WHEREAS, Edward J. Totaro, devoted son of Josephine Satikis Totaro; and

WHEREAS, Edward J. Totaro, fond son-in-law of Paul and Elizabeth Thompson; and

WHEREAS, Edward J. Totaro, longtime member and precinct captain of the 11th Ward Democratic Organization; and

WHEREAS, Edward J. Totaro, conscientious and dedicated public employee for twenty-nine years of the City of Chicago and the State of Illinois; and

WHEREAS, Edward J. Totaro, former United States Merchant Marine and Korean War veteran; and

WHEREAS, A cherished friend to many and a good neighbor to all, Edward J. Totaro will be greatly missed by his family, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, do hereby extend to the family of Edward J. Totaro our deepest condolences and most heartfelt sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Edward J. Totaro.

**CONGRATULATIONS EXTENDED TO MR. JOHN DYER ON
HIS RETIREMENT FROM BOARD OF MANAGERS
OF VALENTINE BOYS AND GIRLS CLUB.**

WHEREAS, John Dyer has been a member of the Board of Managers of the Valentine Boys and Girls Club for the past ten years; and

WHEREAS, For the past two years, John Dyer has ably served the Board of Managers by acting as its treasurer; and

WHEREAS, The efforts of John Dyer on behalf of the Valentine's annual boxing matches have always contributed greatly to the success of that fund-raising event; and

WHEREAS, A former Valentine member, John Dyer represents the spirit of giving and community involvement promoted by the Boys and Girls Clubs of Chicago through his continuous participation with the Valentine Club; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, do hereby extend to John Dyer our heartiest congratulations upon his retirement as secretary from the Valentine Board of Managers and extend to him our sincerest thanks and appreciation for his many efforts and contributions on behalf of the Valentine Club and its members; and

Be It Further Resolved, That a suitable copy of this resolution be made available to John Dyer.

**CONGRATULATIONS EXTENDED TO MR. HERBERT E. PHILLIPS
ON HIS RETIREMENT AS PRESIDENT OF BOARD OF
MANAGERS OF VALENTINE BOYS
AND GIRLS CLUB.**

WHEREAS, Herbert E. Phillips has been a member of the Board of Managers of the Valentine Boys and Girls Club for the past twenty-three years; and

WHEREAS, Herbert E. Phillips has served as president of the Board of Managers for the past three years and will now retire; and

WHEREAS, Throughout his tenure, Herb Phillips has continuously provided outstanding leadership to the Board; and

WHEREAS, The children and youth of the Valentine Boys and Girls Club have benefited greatly from all of Herb Phillips' many contributions over the past two decades; and

WHEREAS, Herb Phillips' term as Board president will always be remembered for his successful efforts to develop and expand the Board; and

WHEREAS, Herb Phillips' humanitarian efforts also extend to his involvement with a host of other service and charitable organizations, including Y-Men's, Little League, Babe Ruth League, United Way, and the Boy Scouts of America; and

WHEREAS, Herb Phillips' devotion and dedication to the members of the Valentine Boys and Girls Club is evident in his unfailing good cheer and willingness to participate in all levels of Board activity; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, in 1993, do hereby extend to Herbert E. Phillips our heartiest congratulations upon his retirement as president of the Valentine Board of Managers, and our sincerest appreciation for his many efforts and contributions on behalf of the Valentine Club and its members; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Herbert E. Phillips.

Presented By

ALDERMAN MADRZYK (13th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS. FRANK M.
WOLNIAK ON THEIR SIXTIETH WEDDING
ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Frank M. Wolniak, citizens of Chicago's great southwest side, are celebrating sixty years of wedded bliss October 7, 1993; and

WHEREAS, Joined in holy matrimony October 7, 1933, at Saint Joseph and Saint Anne Church at 38th and California, Mr. and Mrs. Frank Wolniak have exemplified great solidity and strength. Their blessed union yielded three children, and eventually eight grandchildren and seven great-grandchildren, and the Wolniaks will celebrate this great occasion with family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, A.D., do hereby express our heartiest congratulations to Mr. and Mrs. Frank M. Wolniak on their sixtieth wedding anniversary, and extend to them and their family our best wishes for continued happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Frank M. Wolniak.

Presented By

ALDERMAN BURKE (14th Ward):

**TRIBUTE TO LATE ILLINOIS STATE REPRESENTATIVE
LEWIS A. H. CALDWELL.**

WHEREAS, Almighty God in his infinite wisdom has called Illinois State Representative Lewis A. H. Caldwell 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, In the 1940s, Representative Caldwell began a program to promote the hiring of Black motormen and conductors for the Chicago Transit Service; and

WHEREAS, Representative Caldwell funded the Negro Chamber of Commerce in 1947 and served as its director for three years; and

WHEREAS, In 1964, Representative Caldwell was elected to the Illinois legislature as the 24th District representative and served in that capacity for four terms; and

WHEREAS, Representative Caldwell was also a newspaper columnist for various newspapers, including the *Chicago Crusader*, for forty years; and

WHEREAS, Representative Caldwell's hard work, dedication and sacrifice should serve as an example to all; and

WHEREAS, Representative Caldwell was a devoted husband to his wife, Callie, and a loving father to his daughters, Phyllis Lumley and Barbara, 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 Representative Caldwell 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 Caldwell 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 seventh day of October, 1993, do hereby commemorate Illinois State Representative Lewis A. H. Caldwell 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 Lewis A. H. Caldwell.

TRIBUTE TO LATE MR. SHELDON M. CHARONE.

WHEREAS, Almighty God in his infinite wisdom has called Sheldon M. Charone to his eternal reward at the age of sixty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as an attorney, Mr. Charone upheld the finest traditions of the legal profession, earning the respect and admiration of his colleagues; and

WHEREAS, Mr. Charone was the retired president, senior and founding partner of Carmell, Charone, Widmer, Mathews & Moss, a law firm that specializes in labor relations; and

WHEREAS, Mr. Charone dedicated tremendous time and effort to numerous civic and business organizations, including the American Bar Association Practice and Procedure Committee, the Chicago Bar Association, the National Labor Relations Board of Chicago, the Amalgamated Trust & Savings Bank and the Oak Brook Bank; and

WHEREAS, Mr. Charone's hard work, dedication and sacrifice should serve as an example to all; and

WHEREAS, Mr. Charone was a devoted husband to his wife, Rose, and a loving father to his daughters, Barbara, and Jan Charone-Sossin, 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. Charone 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. Charone 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 seventh day of October, 1993, do hereby commemorate Sheldon M. Charone for his fruitful life and his 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 Sheldon M. Charone.

TRIBUTE TO LATE MR. DWIGHT W. FOLLETT.

WHEREAS, Almighty God in his infinite wisdom has called Dwight W. Follett to his eternal reward at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Follett honorably and courageously served in the United States Navy during World War II as an air traffic control commander; and

WHEREAS, Throughout his long and distinguished career in publishing, Mr. Follett contributed to the development of numerous social studies textbooks, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Follett, known as the "father" of the modern textbook, was president and chairman of Follett Corporation, a River Grove-based company that specialized in textbooks and software products; and

WHEREAS, Mr. Follett dedicated tremendous time and effort to numerous organizations, including the Oak Park-River Forest Community Lecture Series, the River Forest Tennis Club, the Columbia College Board of Trustees and the Illinois Education Facilities Authority; and

WHEREAS, Mr. Follett's hard work, dedication and sacrifice should serve as an example to all; and

WHEREAS, Mr. Follett was a devoted husband to his wife, Mildred, and a loving father to his children, Robert, Nancy Waichler and Ariel O'Hara, 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. Follett 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. Follett 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 seventh day of October, 1993, do hereby commemorate Dwight W. Follett 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 Dwight W. Follett.

TRIBUTE TO LATE MS. HELEN GRIFFIN.

WHEREAS, Almighty God in his infinite wisdom has called Helen Griffin to her eternal reward at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Ms. Griffin served as an employee of the Chief Judge of the Circuit Court of Cook County for twenty-five years; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Ms. Griffin 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, Ms. Griffin 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 seventh day of October, 1993, do hereby commemorate Helen Griffin for her fruitful life and her years of dedicated service to the City of Chicago and Cook County, 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 Helen Griffin.

TRIBUTE TO LATE MR. DAVID E. HALVORSEN.

WHEREAS, Almighty God in his infinite wisdom has called David E. Halvorsen 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. Halvorsen honorably and courageously served in the United States Army as a military correspondent in Korea and as a public relations specialist in the Far East; and

WHEREAS, Throughout his long and distinguished career, Mr. Halvorsen upheld the finest traditions of journalism, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Halvorsen began working for the *Chicago Tribune* in 1961 as a reporter and as assistant to the editor; and

WHEREAS, In 1976, Mr. Halvorsen joined the *San Francisco Examiner* as an editor and from 1985 to 1991, served as editor in chief of the Alameda Newspaper Group; and

WHEREAS, Since 1991, Mr. Halvorsen served as a consultant to the *Anchorage Times* and was a Fulbright Scholar teaching at the Dan Kook University in Seoul; and

WHEREAS, Mr. Halvorsen's hard work, dedication and sacrifice should serve as an example to all; and

WHEREAS, Mr. Halvorsen was a devoted husband to his wife, Kum Ja, and a loving father to his children, Laura, Andrea, David, Jr. and the late Jeanne Martin-Vegue, 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. Halvorsen 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. Halvorsen 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 seventh day of October, 1993, do hereby commemorate David E. Halvorsen 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 David E. Halvorsen.

TRIBUTE TO LATE MR. ERWIN J. HERBEN.

WHEREAS, Almighty God in his infinite wisdom has called Erwin J. Herben to his eternal reward at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of Rogers Park, Mr. Herben had a brief career with the *Chicago Daily Times* as a copyboy; and

WHEREAS, After leaving the paper, Mr. Herben began managing liquor stores on North Clark Street, before owning his own store, Union Lunch on West Madison Street; and

WHEREAS, Mr. Herben spent twenty-eight years in the Cook County Sheriff's Office before holding the post of executive director of the Cook County Police and Corrections Board; and

WHEREAS, Dedicating his life to the community, Mr. Herben served many civic organizations, including the B'nai B'rith and the former Angel Guardian Orphanage; and

WHEREAS, Mr. Herben's hard work, dedication and sacrifice should serve as an example to all; and

WHEREAS, Mr. Herben was a devoted husband to his wife, Rita, and a loving father to his daughters, Joan Chatel, Wendy Steuernagel, Jean Conway, Marie Reade and Anni, 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. Herben 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. Herben 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 seventh day of October, 1993, do hereby

commemorate Erwin J. Herben for his fruitful life and his years of dedicated service to the City of Chicago and Cook County, 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 Erwin J. Herben.

TRIBUTE TO LATE MR. FRANK W. MARIANI, SR.

WHEREAS, Almighty God in his infinite wisdom has called Frank W. Mariani, Sr. to his eternal reward at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Mariani honorably and courageously served the United States Army during World War II; and

WHEREAS, Throughout his long and distinguished career as a high school baseball and football coach, Mr. Mariani's expertise and knowledge led to the success of numerous schools, including Saint Rita High School, Notre Dame High School, Saint Viator High School, Holy Cross High School and Palatine High School; and

WHEREAS, In recognition of his tremendous efforts as a coach, Mr. Mariani was inducted into the Illinois High School Hall of Fame; and

WHEREAS, Mr. Mariani's hard work, dedication and sacrifice should serve as an example to all; and

WHEREAS, Mr. Mariani was a devoted husband to his wife, Theresa, and a loving father to his children, Frank, Jr. and Natalie, 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. Mariani 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. Mariani 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 seventh day of October, 1993, do hereby

commemorate Frank W. Mariani, Sr. 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 Frank W. Mariani, Sr..

TRIBUTE TO LATE MR. PETER M. SHANNON.

WHEREAS, Almighty God in his infinite wisdom has called Peter M. Shannon to his eternal reward at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Shannon came to America from Ireland in 1920 and worked as a bookkeeper while he studied to become a certified public accountant; and

WHEREAS, Mr. Shannon established Peter Shannon & Company and the Shannon School of Commerce on the south side; and

WHEREAS, Mr. Shannon lived the American Dream, and his hard work, dedication and sacrifice should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Shannon 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. Shannon 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 seventh day of October, 1993, do hereby commemorate Peter M. Shannon for his fruitful life and his 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 Peter M. Shannon.

TRIBUTE TO LATE MR. HAROLD A. TEPPER.

WHEREAS, Almighty God in his infinite wisdom has called Harold A. Tepper to his eternal reward at the age of eighty-six; 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. Tepper upheld the finest traditions of the legal profession, earning the respect and admiration of his colleagues; and

WHEREAS, Mr. Tepper was an attorney for the Chicago City Council Committee on Streets and Alleys, where he was instrumental in laying the groundwork for numerous Chicago landmarks, including the Sears Tower, the Presidential Towers, the Carl Sandburg Center and the Chicago Mercantile Exchange; and

WHEREAS, Mr. Tepper's hard work, dedication and sacrifice should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Tepper to family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Tepper 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 seventh day of October, 1993, do hereby commemorate Harold A. Tepper for his fruitful life and his 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 Harold A. Tepper.

*CONGRATULATIONS EXTENDED TO UNITED STATES SECRET
SERVICE SPECIAL AGENT IN CHARGE TIMOTHY J.
MC CARTHY ON HIS RETIREMENT AND
OCTOBER 7, 1993 DESIGNATED
AS "TIMOTHY J. MC CARTHY
DAY IN CHICAGO".*

WHEREAS, United States Secret Service Special Agent in Charge Timothy J. McCarthy recently celebrated his retirement from the Chicago Field Office after twenty-one 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, A lifelong resident of the southwest side, Special Agent McCarthy attended Saint Leo High School and went on to graduate with a bachelor of science degree in finance from the University of Illinois in Urbana, where he was a three-year letterman on the varsity football team; and

WHEREAS, Special Agent McCarthy began his career with the United States Secret Service in February 1972 and worked his way up through the ranks to Special Agent in Charge of the Chicago Field Office; and

WHEREAS, In 1979, Special Agent McCarthy was transferred to the Presidential Protective Division, where he provided security for President Jimmy Carter and President Ronald Reagan; and

WHEREAS, In 1985, Special Agent McCarthy became assistant special agent in charge of the Presidential Protective Division, and he served in that capacity under President Ronald Reagan and President George Bush; and

WHEREAS, Special Agent McCarthy was wounded during the attempted assassination of President Reagan and received numerous awards and commendations for his life-saving efforts on behalf of the President; and

WHEREAS, During his long and distinguished career with the United States Secret Service, Special Agent McCarthy'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, Special Agent McCarthy dedicated tremendous time and effort to his community by serving as Grand Marshall of the 1982 South Side Irish Saint Patrick's Day Parade, a member of the Chicago Catholic Grade School Athletic Conference Board of Directors, the Leo High School Alumni Association and the Saint Alexander Grammar School Athletic Board; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of October, 1993, do hereby congratulate United States Secret Service Special Agent in Charge Timothy J. McCarthy on the occasion of his retirement from the United States Secret Service, and do hereby designate October 7, 1993 as "Timothy J. McCarthy Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to United States Secret Service Special Agent in Charge Timothy J. McCarthy.

*CONGRATULATIONS EXTENDED TO MR. JAMISON BIELIC
ON ACHIEVING RANK OF EAGLE SCOUT.*

WHEREAS, Jamison Bielic of Boy Scout Troop No. 465 at Five Holy Martyrs Roman Catholic Church will be presented with an Eagle Scout Award on October 23, 1993; and

WHEREAS, A young man of character and intelligence, Jamison demonstrated strong values and leadership skills; and

WHEREAS, Jamison completed six prior rank advancements and earned numerous merit badges before becoming eligible for this award; and

WHEREAS, By earning the highest award in scouting, Jamison distinguished himself and his parents; and

WHEREAS, Jamison's accomplishments demonstrate that the future of our great city will be amply cared for by a new generation of leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of October, 1993, do hereby extend our congratulations to Jamison Bielic and his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jamison Bielic.

**CONGRATULATIONS EXTENDED TO MR. MICHAEL D. SANDS
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Michael D. Sands of Boy Scout Troop No. 465 at Five Holy Martyrs Roman Catholic Church will be presented with an Eagle Scout Award on October twenty-third, 1993; and

WHEREAS, A young man of character and intelligence, Michael demonstrated strong values and leadership skills; and

WHEREAS, Michael completed six prior rank advancements and earned numerous merit badges before becoming eligible for this award; and

WHEREAS, By earning the highest award in scouting, Michael distinguished himself and his parents; and

WHEREAS, Michael's accomplishments demonstrate that the future of our great city will be amply cared for by a new generation of leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of October, 1993, do hereby extend our congratulations to Michael D. Sands and his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael D. Sands.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN RUGAI (19th Ward):**

TRIBUTE TO LATE MR. NEIL J. LINEHAN.

WHEREAS, Almighty God in his infinite wisdom has called Neil J. Linehan to his eternal reward at the age of sixty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke and Alderman Virginia A. Rugai; and

WHEREAS, Mr. Linehan honorably and courageously served the United States during World War II and received the Purple Heart; and

WHEREAS, Mr. Linehan served Cook County for forty-three years and retired as a Supervising Mechanic for Construction, Maintenance and Operations; and

WHEREAS, Throughout his long and distinguished career, Mr. Linehan dedicated tremendous time and effort to numerous civic organizations, including The International Brotherhood of Electrical Workers Local No. 134, American Legion Post No. 769 and the Harmony Club; and

WHEREAS, Mr. Linehan's hard work, dedication and sacrifice should serve as an example to all; and

WHEREAS, Mr. Linehan was a devoted husband to his wife, Rita, and a loving father to his children, Kathleen Mayer, Neil, Maureen Howard, Rita Kuntaras, Michael and the late Nancy, 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. Linehan 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. Linehan 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 seventh day of October, 1993, do hereby commemorate Neil J. Linehan for his fruitful life and his years of dedicated service to the City of Chicago and Cook County, 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 Neil J. Linehan.

Presented By

ALDERMAN COLEMAN (16th Ward):

TRIBUTE TO LATE MOTHER ARDANA "BIG MAMA" ANDERSON.

WHEREAS, Again in love and infinite wisdom, God has sent the death angel into our church family, releasing from suffering, and calling into that larger life the gentle and loving spirit of our beloved friend Mother Ardana Anderson, affectionately known as "Big Mama". We take this method to express our feeling; and

WHEREAS, Imagine this world without the fragrance and beauty of flowers, and the world without the fragrance and beauty of Christian lives. Big Mama's life has not been in vain, it filled its place in the world, and will always fill a place in our hearts and memories and we feel her soul is safe with the Heavenly Father to dwell throughout eternity; now, therefore,

Be It Resolved, While we will miss Mother Anderson, we are resigned to the Divine Will of the Heavenly Father. That we give thanks to God for her life among us, for her gentle nature and kindness of heart. That we assure the family they have our sympathy.

As we think of the home over there,
By the side of the river of light,
Where the saints immortal and fair
Are robed in garments of white.
Who before us the journey have trod,
Think of their songs on the air,
They are now in the palace of God

; and

Be It Further Resolved, That a copy of this tribute be given to the family.

TRIBUTE TO LATE SISTER HATTIE PERRY.

WHEREAS, It has been the will of the Almighty God to call from us Sister Hattie Perry who has left a vacancy within our lives; now, therefore,

Be It Resolved, That we, the Alderman and staff of the 16th Ward, do join the family in their grief, and do commend them to the Master, who has promised comfort in the moment needed; and

Be It Further Resolved, That Alderman/Committeeman Shirley A. Coleman and the 16th Ward do hereby record this expression of sincere and enduring grief which has been sustained.

Family and friends must sometimes part
And yet we do not see,
The hand of God writing still
From eternity;
For us it is trying to understand
That our family and friends must go,
But in the final resurrection
All of us will know;
In our parting there is a blessing
That we do not see,
The ones that leave us here
Are better off then we

; and

Be It Further Resolved, That a copy of this resolution be sent to the immediate family, and this Ward expresses it's deepest sympathy.

Presented By

ALDERMAN MURPHY (18th Ward):

TRIBUTE TO LATE MR. ALLEN JONES.

WHEREAS, God in his infinite wisdom has called to his eternal reward Allen Jones, outstanding citizen, public servant and friend; and

WHEREAS, A Chicago native, Allen Jones attended Smyth Elementary School, McKinley High School and Crane Junior College. He served his country honorably as a paratrooper in the 82nd Airborne Division of the United States Army, and later, for many years, served his grateful City as an employee of the Department of Streets and Sanitation and as captain of the 32nd Precinct of Chicago's 18th Ward; and

WHEREAS, A man of deep religious conviction, Allen Jones was devoted to his wife of thirty-two years, Betty, and his loving son, Michael Allen; other relatives and 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 seventh day of October, 1993, A.D., do hereby express our sorrow on the death of Allen Jones, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Allen Jones.

*CONGRATULATIONS EXTENDED TO AGENT
TIMOTHY J. MCCARTHY ON HIS
RETIREMENT FROM UNITED
STATES SECRET SERVICE.*

WHEREAS, After twenty-two years of protecting six United States Presidents, from Richard Nixon to Bill Clinton, United States Secret Service Agent Timothy J. McCarthy, a native of Chicago's great Ashburn-Wrightwood neighborhood, is retiring and moving on into the private security field; and

WHEREAS, Timothy J. McCarthy represents the highest standard of public service. In 1981, he, Press Secretary Jim Brady and a Washington police officer took bullets meant for Ronald Reagan by would-be assassin John Hinckley, Jr.; and

WHEREAS, Though seriously wounded, Timothy J. McCarthy recovered to continue his service and to utilize his expertise in security in a broader scope. Most recently he has taken part in an exhaustive study of security needs to improve public safety at Cabrini-Green public housing; and

WHEREAS, As Timothy J. McCarthy moves on to the private sector, the leaders of this great City, on behalf of all its citizens, wish to join in the general praise of this outstanding citizen; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, A.D., do hereby offer our gratitude and our congratulations to Timothy J. McCarthy as he retires from an outstanding career of public service, and extend to him our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Timothy J. McCarthy.

**GRATITUDE EXTENDED TO MRS. NANCY PONTARELLI
AND MISS NATALIE PONTARELLI FOR THEIR
OUTSTANDING CITIZENSHIP.**

WHEREAS, Upon leaving a Bridgeview store, Nancy Pontarelli and her daughter, Natalie, citizens of Oak Lawn, Illinois, were placing groceries in their car when they noticed that a young woman had driven away next to them and had left her purse in a shopping cart in the middle of the parking lot; and

WHEREAS, Nancy and Natalie Pontarelli immediately took the purse, checked the identification and were able to return the purse and all its contents to Jennine Craven of Chicago; and

WHEREAS, Acts like that performed by Nancy Pontarelli and Natalie Pontarelli are examples of outstanding citizenship and inspiration to all of our many well-meaning citizens; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October 1993, A.D., do hereby commend Nancy and Natalie Pontarelli for their outstanding citizenship and express to them our gratitude and best wishes; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Nancy and Natalie Pontarelli.

Presented By

ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MR. PETER M. SHANNON.

WHEREAS, God in his almighty wisdom has called Peter M. Shannon to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Virginia A. Rugai; and

WHEREAS, Mr. Shannon, age ninety-three, was the loving husband of Marian Burke, and proud father of Patrick, Peter, Donna, Daniel, Sheilamae, Brian, Mary Ann; grandfather of thirty-six and great-grandfather of thirty-six; and

WHEREAS, Mr. Shannon, born in County Clare, Ireland, was a self-educated man whose seven children are all accomplished, degreed, college graduates; and

WHEREAS, Mr. Shannon is the founder of the Peter M. Shannon Company, an accounting firm, which, in the course of Mr. Shannon's twenty-five years with the firm, serviced the Mayor of the City of Chicago, Richard J. Daley; and

WHEREAS, Mr. Shannon was an avid golfer whose love for the game could only be surpassed by the love he shared with his fellow man; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of October 1993, do hereby commemorate Peter M. Shannon for his contributions to the citizens of Chicago and do hereby extend our sincerest condolences to his children; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Peter M. Shannon.

**CONGRATULATIONS EXTENDED TO MR. RICHARD CARLSON
ON HIS RETIREMENT FROM CHICAGO
PARK DISTRICT.**

WHEREAS, Richard Carlson will be honored October 14, 1993 at a reception celebrating his retirement from the Chicago Park District after thirty-six years of service; and

WHEREAS, Mr. Carlson began his career with the Chicago Park District in November of 1957 as an attendant at Ridge Park. In 1967, Mr. Carlson became the physical education instructor at Mount Greenwood Park; and

WHEREAS, In 1976 the fine work of Mr. Carlson was rewarded with a promotion to playground supervisor at Rainey Hancock Park, then to Bogan

Park where he received another promotion to park supervisor in January of 1983 and a transfer back to Rainey Hancock Park until 1993; and

WHEREAS, Mr. Carlson was the devoted husband of Donna and dedicated father of Debbie and Kathy, and trusted friend of Dolores Reiser; and

WHEREAS, Mr. Carlson is a lifelong resident of the Mount Greenwood neighborhood on the southwest side of Chicago in the 19th Ward and a loyal member of the Elks Club of Chicago, Lodge 1596; and

WHEREAS, Mr. Carlson has faithfully served the men, women and children of Chicago as an umpire, referee and park supervisor. He is duly entitled to the recognition his peers have bestowed upon him this day; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of October, 1993, do hereby honor Richard Carlson for his contributions to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Richard Carlson.

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
JOE FURLONG ON THEIR TWENTY-FIFTH
WEDDING ANNIVERSARY.**

WHEREAS, Mary Ann and Joe Furlong will celebrate their twenty-fifth wedding anniversary on October 19, 1993; and

WHEREAS, Mary Ann and Joe were married on October 19, 1968, at Saint Cajetan's Catholic Church in the City of Chicago; and

WHEREAS, Mary Ann and Joe will celebrate this joyous occasion with their beloved family and friends on October 16, 1993 with a special mass to renew their vows at Saint Cajetan Church and a reception following at Cafe Brauer in Chicago; and

WHEREAS, Mary Ann and Joe have been a source of inspiration, love and service to family, friends and community, exemplifying the goals to which we all aspire; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here this seventh day of October, 1993, do hereby congratulate Mary Ann and Joe Furlong on their silver wedding

anniversary, and extend our most sincere wishes for many more years of happiness and prosperity together; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mary Ann and Joe Furlong.

Presented By

ALDERMAN EVANS (21st Ward):

TRIBUTE TO LATE MRS. LOUISE BOYD COBB.

WHEREAS, Louise Boyd Cobb was born May 10, 1937 in Hernando, Mississippi to Henry and Sweetie Louise Boyd; and

WHEREAS, Louise was two years old when the Boyd Family moved to Chicago, where she completed her formal education, including two years of college; and

WHEREAS, As a child, Louise attended Saint Paul Christian Methodist Episcopal Church where she later met Thomas Cobb; and

WHEREAS, Thomas and Louise were married April 16, 1955; and

WHEREAS, Through this union brought into the world three daughters, Carol (Donald) Divis, Renee (Reggie) Twilley and Esther Cobb, who they raised with love, hope, faith and determination; and

WHEREAS, Louise was filled with passion, energy and drive to serve the Lord in all aspects of her full life as wife, mother, active church member and career woman; and

WHEREAS, Louise worked dutifully for the Internal Revenue Service for thirty-seven years until her retirement in July of 1993; and

WHEREAS, She received numerous honors for outstanding achievements; and

WHEREAS, She also served as secretary for A.I.M. (the Association for the Improvement of Minorities) and had been a member since its inception; and

WHEREAS, Louise served as secretary of the D. I. Isom Choir of Saint Paul Christian Methodist Episcopal Church; and

WHEREAS, She inspired many as a Sunday school teacher, and she also served as secretary of the Steward Board 2; and

WHEREAS, Louise entered into peaceful rest on Tuesday, September 14, 1993; there are many relatives and friends who treasured Louise's loving presence in their lives; and

WHEREAS, While we mourn the passing of Louise Boyd Cobb, we celebrate her eternal life with Christ; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Mrs. Louise Boyd Cobb and hereby mourn her passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Louise Boyd Cobb.

TRIBUTE TO LATE MR. LADDIE HODGES, SR.

WHEREAS, The mortal life of Mr. Laddie Hodges, Sr. was born into time on March 13, 1902 to the lineage of Jessie Lee, Sr. and Frances Hodges in Shannon, Mississippi; and

WHEREAS, On Sunday, July 18, 1993 at 9:55 P.M., he quietly made his transition into his heavenly home; and

WHEREAS, In 1925, he was joined in holy matrimony to the late Luella Wallace; and

WHEREAS, To that blessed union three lovely children were conceived, Laddie, Jr., Annette and Herman Allen Hodges; and

WHEREAS, Laddie, Sr. and Luella professed their faith and hope in Jesus Christ at Saint Paul Christian Methodist Episcopal Church; and

WHEREAS, Laddie, Sr. extended his Christian involvement by teaching in the Adult Sunday School, singing in the senior choir and as a member of the Steward Board 1; and

WHEREAS, His entire life reflected giving, caring and sharing with an unrelenting "Smile"; and

WHEREAS, Laddie, Sr. loved people and people loved him; and

WHEREAS, He was very active in many south and west side social, civic and charitable organizations; and

WHEREAS, He leaves to cherish his loving and respected memory a host of family, friends and relatives; and

WHEREAS, He will live on in our hearts, and bring us gladness and peace in knowing that he has joined his lovely wife, brothers and sisters as joint heirs to the throne with Jesus Christ our Lord and Savior; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Mr. Laddie Hodges, Sr. and hereby mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Laddie Hodges, Sr..

TRIBUTE TO LATE MR. DONALD LEE WILSON.

WHEREAS, Donald Lee Wilson was born January 10, 1950 in St. Louis, Missouri, the loving son of Willie Mae Wilson and Allen Honorable; and

WHEREAS, Donald was the loving husband of Ida Henning Wilson; and

WHEREAS, He was the father of Melinda, Donna Beverly, Jamarrie, Donald II, Urie and grandfather of Kevin and Sade Smith; and

WHEREAS, At an early age Donald professed a life in Christ and was a member of Tabernacle Baptist Church; and

WHEREAS, He served his country faithfully in the United States Navy and Army National Guard; and

WHEREAS, He was supreme grand master of Saint Luke's Grand Lodge; and

WHEREAS, After a lengthy illness, God saw fit to bring him home on July 27, 1993; and

WHEREAS, Donald Lee Wilson leaves to cherish his memory his mother and father, sisters, brothers, and a host of other relatives and friends; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Mr. Donald Lee Wilson and hereby mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Donald Lee Wilson.

Presented By

ALDERMAN LASKI (23rd Ward):

**CONGRATULATIONS EXTENDED TO MR. MICHAEL D. SANDS
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Michael D. Sands, outstanding young citizen of Chicago's great southwest side, is being awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Five Holy Martyrs Boy Scout Troop 465, Michael D. Sands has applied his energies and talents to upholding the great standards and traditions of scouting; and

WHEREAS, Michael D. Sands outstandingly represents the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, A.D., do hereby offer our heartiest congratulations to Michael D. Sands on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Michael D. Sands.

**CONGRATULATIONS EXTENDED TO SAINT BRUNO'S
MOTHERS CLUB ON ITS FIFTIETH
ANNIVERSARY.**

WHEREAS, Saint Bruno's Mothers Club, a cornerstone of life at Saint Bruno's parish on Chicago's great southwest side, was established October 7, 1943, and thus is celebrating its fiftieth anniversary; and

WHEREAS, During the past five decades, Saint Bruno's Mothers Club has made a difference in its grateful community. The organization's dedicated officers and members have been particularly successful in fundraising and in finding resources to help the many students at Saint Bruno's School and the Felician Sisters who run the school; and

WHEREAS, Cognizant of the needs in its neighborhood, the officers and members of the Saint Bruno's Mothers Club have also been instrumental, through charity drives, to help those in need throughout the area. Their tireless efforts on behalf on their neighbors have made an indelible impression throughout their 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 congratulations to the officers and members of the Saint Bruno's Mothers Club on that great organization's fiftieth anniversary, and extend to them our best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Saint Bruno's Mothers Club.

Presented By

**ALDERMAN WATSON (27th Ward) And
ALDERMAN PRECKWINKLE (4th Ward):**

**NOVEMBER 5, 1993 DECLARED "BE LIKE
MIKE DAY IN CHICAGO".**

WHEREAS, Michael Jordan on Wednesday, October 6, 1993 made his public announcement of his retirement from professional basketball; and

WHEREAS, Michael Jordan has been the franchise player for the Chicago Bulls since his rookie season in 1984, elevating the team to unimaginable

achievements -- three consecutive N.B.A. championships, nine consecutive years in N.B.A. playoff bids, league leading attendance records for six consecutive years of sellout crowds; and

WHEREAS, Michael Jordan, legendary, high wire, breathtaking, basketball player, has made the City of Chicago the basketball capital of the world; and

WHEREAS, This has had a major financial impact on tourism and economic development within the City of Chicago; and

WHEREAS, Michael Jordan is seen as the "Ambassador of Goodwill" for the City of Chicago; and

WHEREAS, Michael Jordan represents a positive role model for youth today, in Chicago and the nation; and

WHEREAS, All citizenry of Chicago are saddened by Michael Jordan's retirement, we join in thanking him for the wonderful years and moments; now, therefore,

Be It Resolved, The Mayor and the Chicago City Council honor Michael Jordan by declaring Friday, November 5, 1993 as "Be Like Mike Day in Chicago".

Presented By

ALDERMAN BIALCZAK (30th Ward):

**CONGRATULATIONS EXTENDED TO MR. GARY J. LA PAILLE
ON BEING NAMED "MAN OF THE YEAR" BY
ITALIAN AMERICAN LABOR COUNCIL
OF GREATER CHICAGO.**

WHEREAS, Gary J. LaPaille will be honored as the "Man of the Year" at the Italian American Labor Council of Greater Chicago's annual dinner dance on Friday, October 8, 1993 at the Martinique; and

WHEREAS, Gary LaPaille, now in his first term as state senator of the 11th District, has proven to be a true friend to organized labor; and

WHEREAS, Gary LaPaille is currently chairman of the Democratic Party of Illinois and has expanded the Labor Council of the Democratic Party of

Illinois to allow leaders of organized labor a decision making role in State Democratic Party affairs; and

WHEREAS, Gary LaPaille has been named by *Crain's Chicago Business* as one of the most prominent individuals under the age of forty in Illinois business and government; and

WHEREAS, Gary LaPaille's remarkable political career began in the early 1980s as chief of staff to the Illinois House Speaker, Michael J. Madigan and went on to become one of the youngest Democratic State Chairmen in the nation. As state senator he serves on several prominent committees, including the Senate Local Government and Elections Committee, the Financial Institutions Committee, and the Agriculture and Conservation Committee; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this seventh day of October, 1993, congratulate Gary LaPaille on his honor as "Man of the Year" and wish him many more years of success and leadership; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Gary J. LaPaille.

**CONGRATULATIONS EXTENDED TO MR. GILDO MAZZOLIN
ON HIS EIGHTIETH BIRTHDAY.**

WHEREAS, Gildo Mazzolin, Chicago citizen, banker, entrepreneur, philanthropist and friend, is celebrating his eightieth birthday; and

WHEREAS, Chairman of the Boards of Rex Carton Company, Capitol Bank and Trust of Chicago, and Capitol Bank of Westmont, Illinois, Gildo Mazzolin has long been a symbol of generosity and friendship to the people of Chicago. He belongs to countless charitable organizations, and has often been cited for outstanding citizenship. A self-made magnate, he has never forgotten his roots and has given much time, energy and financial support to many in need; and

WHEREAS, Gildo Mazzolin was born in Chicago and has thrived here as a consummate business figure since founding Rex Carton, a cardboard box manufacturing company on Chicago's southwest side. In 1968 he acquired Capitol Bank of Chicago, and, in 1984, the Capitol Bank of Westmont; and

WHEREAS, A devoted family man, Gildo Mazzolin celebrates this great occasion with his daughter, Amy, and his three grandchildren, Ronald, Gil

and Amy Lemar, not to mention his legion of friends and well-wishers; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, A.D., do hereby express our heartiest congratulations to Gildo Mazzolin in celebration of his eightieth birthday, and extend to this outstanding citizen our best wishes for many more years of continuing success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gildo Mazzolin.

**CONGRATULATIONS EXTENDED TO FATHER
WALTER M. WILCZEK, C.R. ON FORTIETH
ANNIVERSARY OF HIS ORDINATION.**

WHEREAS, Father Walter "Wally" Wilczek, C.R., pastor of Saint Stanislaus Bishop & Martyr Church celebrated his fortieth anniversary of ministry in the priesthood on the nineteenth of September, 1993; and

WHEREAS, Father Wally has made significant contributions to the City of Chicago, in both the educational and parochial fields; and

WHEREAS, Father Wally has taught speech and drama at both Weber and Gordon Tech High Schools for eleven years; and

WHEREAS, Father Wally has served as principal of Gordon Tech High School and also of Notre Dame High School in Riverside, California for another twelve years; and

WHEREAS, Father Wally had been appointed for another seven years as the director of all secondary schools in the Archdiocese of Chicago, in both Cook and Lake Counties, for still another seven years; and

WHEREAS, Father Wally served as associate pastor of Saint Joseph Church in Fontana, California for two years and during the past six and one-half years, as pastor of Saint Stanislaus Bishop & Martyr Church; and

WHEREAS, Father Wally's support of athletic programs for youth earned him membership in the prestigious Chicago Catholic League Hall of Fame; and

WHEREAS, Father Wally has been appointed by the Cardinal Archbishop of Chicago to the Knights of the Holy Sepulchre, and received the Pilgrim Shell in Jerusalem; and

WHEREAS, Father Wally has written newspaper columns on religion and appeared as a speaker at countless events, including invocations before the Congress of the United States and at the state dinner in Washington, D.C., in honor of Lech Walesa; and

WHEREAS, Father Wally is publicly acknowledged as both a civic and religious leader for his service to the Congregation of the Resurrection and to the many, many citizens of the north west side of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this seventh day of October, 1993, congratulate Father Wally Wilczek on the celebration of his fortieth anniversary of ministry in the priesthood and wish him many more years of service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Father Wally Wilczek.

**CONGRATULATIONS EXTENDED TO POLISH FALCONS OF
AMERICA, NEST 3 AND ITS OFFICERS ON ITS
ONE HUNDREDTH ANNIVERSARY.**

WHEREAS, Polish Falcons of America, Nest 3, a fraternal benefit society which has long been a vital organization within Chicago's great Polish American community, was incorporated in 1893 and celebrates its one hundredth anniversary on Sunday, October 17, 1993; and

WHEREAS, Originally dedicated to the physical fitness of its members, Polish Falcons of America, Nest 3, has had many members over the years who responded to the calls of two world wars and the other conflicts which have marked our century, and have represented Chicago and its Polish American community in numerous deeds of heroism and selflessness; and

WHEREAS, Over the years Polish Falcons of America, Nest 3, has broadened its scope and its operation to include many charitable activities. Members have donated to blood banks, worked with Boy Scouts, participated with senior groups and are especially active in providing help for the homeless; and

WHEREAS, In addition to cherishing time-honored traditions, members of Polish Falcons of America, Nest 3, venerate Saint Joseph, the patron saint of Poland; and

WHEREAS, All Chicago joins in the salute to Polish Falcons of America, Nest 3, which has done so much for our great Polish American community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, A.D., do hereby express our congratulations and best wishes to the Polish Falcons of America, Nest 3, its president, Eugenia J. Krzyzanski; its vice-president, Anne Skomski; recording secretary, Sylvia Wiertel; financial secretary, Victoria Krzyzanski; treasurer, Cecile Krok; and instructress, Regina Patyk, on the occasion of the one hundredth anniversary of this great organization; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Polish Falcons of America, Nest 3.

Presented By

ALDERMAN WOJCIK (35th Ward):

**OCTOBER 22 AND 23, 1993 DECLARED "KNIGHTS OF
COLUMBUS DAYS FOR THE RETARDED
IN CHICAGO".**

WHEREAS, Providing treatment and care of the mentally retarded has been a special project for assistance of the Illinois State Council of the Knights of Columbus; and

WHEREAS, For the past twenty-four years, the state and local councils of the Knights have conducted an annual program in the communities of Illinois, with proceeds of the endeavor donated to not-for-profit agencies serving retarded children and adults; and

WHEREAS, The Illinois sponsorship of this humanitarian cause and the generous public response has motivated forty-three other states to activate similar campaigns, providing much needed help to the afflicted; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of October, 1993, do hereby declare October 22 and 23, 1993 to be "Knights of Columbus Days for the Retarded in Chicago", and do hereby urge all Chicagoans to be cognizant of the special fund-raising events arranged for this time; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

Presented By

ALDERMAN O'CONNOR (40th Ward):

**CONGRATULATIONS EXTENDED TO MR. BOB KUSHNIR
ON HIS RETIREMENT FROM CHICAGO PARK
DISTRICT.**

WHEREAS, Bob Kushnir graduated from Senn High School and furthered his education at DePaul University and Western Illinois University, majoring in physical education; and

WHEREAS, Bob's first job was teaching physical education at Saint Angela's Grammar School; and

WHEREAS, Bob began his career with the park district thirty-two years ago. His first assignment was at Humboldt Park as a physical instructor for eleven years; and

WHEREAS, In 1970 Bob Kushnir was promoted to supervisor at River Park where he spent the next twenty-three years of his park district career; and

WHEREAS, Bob always gave freely of his own time, frequently working overtime organizing sporting events for the youngsters, planning activities for the senior citizens or implementing new and innovative programs for the community; and

WHEREAS, Bob's rapport with all the various ethnic groups of the River Park community cannot be measured. River Park has always been available for all types of functions, such as: community meetings, weddings, scouting activities, christenings, just to name a few; Bob always made sure the park was in tip-top shape; and

WHEREAS, Bob's knowledge of sports and journalism presented him the opportunity to write the sports column for the *Good News* weekly newspaper; and

WHEREAS, Bob's presence will be sorely missed amongst his staff as well as the community, for Bob touched the hearts of everyone who knows him and his personal kindness is a badge he wears well; and

WHEREAS, Bob's two daughters, Cheryl and Debbie are very proud of their father's accomplishments; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this seventh day of October, A.D., 1993, do hereby offer our sincere thanks for many years of service and best wishes for a long and happy retirement to Bob Kushnir; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Bob Kushnir.

**CONGRATULATIONS EXTENDED TO MR. GENE MEIER ON
HIS RETIREMENT AS EXECUTIVE DIRECTOR OF
LAWRENCE HALL YOUTH SERVICES.**

WHEREAS, Mr. Gene Meier, Executive Director of Lawrence Hall Youth Services for twenty-three years has been an advocate for children throughout Illinois. Gene Meier's superb leadership and dedication has provided inspiration to his staff, trustees and children; and

WHEREAS, Under the direction of Gene Meier, the Francisco Campus was created, a special education school and project SKIL initiated and completed, relative and specialized foster care programs were implemented and an early childhood intervention program is slated to begin October, 1993; and

WHEREAS, Gene Meier's expertise has guided Lawrence Hall from a Four Million Dollar organization to a diverse child welfare agency with a budget of more than Thirteen Million Dollars helping more than 1,500 abused, neglected and educationally deprived children; and

WHEREAS, Due to Gene's perseverance, Lawrence Hall received the Beatrice Foundation Award for Management Excellence; and

WHEREAS, Gene Meier is "A Jack of All Trades and a Master of Many". His other outstanding accomplishments include: Gene chaired the Group for

Action Planning Committee consisting of twenty-five welfare agencies in Chicago, he served on the Board of Directors of United Way of Chicago, he is a charter member of the National Association of Social Workers, he served on the board of the Child Care Association of Illinois and the finance and administration committee. He is currently a member of two task forces of the Child Welfare League of America. In 1993, Gene was appointed by Governor Edgar to serve on the Governor's Committee on Residential Facilities; and

WHEREAS, In 1986 Gene retired as a full colonel from the United States Army Reserve. In October, 1993, Gene Meier will retire from Lawrence Hall Youth Services and will be sorely missed by his colleagues, trustees and all his children; and

WHEREAS, Gene Meier will commence full time relaxation with Ginnie, his wife of forty-three years, his three children, Barbara, Susan and John and his three grandchildren with another grandchild expected in October. Gene will also have the opportunity to travel and play golf; and

WHEREAS, Through his guidance and fundamental belief that kids come first, Lawrence Hall provides and will continue to provide our children with not only roots but with wings. For thousands of children and their families, Lawrence Hall is Gene Meier; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in a meeting this seventh day of October, 1993, A.D., do hereby offer our heartiest congratulations and best wishes to Gene Meier for a long and happy retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Gene Meier.

Presented By

ALDERMAN DOHERTY (41st Ward):

**CONGRATULATIONS EXTENDED TO MR. ANTHONY SCIANNA
ON HIS RETIREMENT FROM CITY OF CHICAGO
DEPARTMENT OF STREETS AND
SANITATION.**

WHEREAS, Anthony Scianna is retiring after almost four decades of service and dedication to the people of the City of Chicago, and his family

and many friends are gathering to salute this great citizen on Sunday, October 10, 1993; and

WHEREAS, Anthony Scianna joined the City of Chicago Department of Streets and Sanitation June 18, 1956, and worked his way up through the ranks. Five years later he earned the position of section foreman and spent the ensuing thirty-two years in a tireless effort to provide the best city services possible to the citizens of Chicago. Anthony Scianna has worked through many crisis situations -- record snowfalls, windstorms, flooding -- to assure the public safety and welfare, and has been exemplary in a thankless job often taken for granted; and

WHEREAS, An outstanding family man, Anthony Scianna and his lovely wife, Angeline, have been married forty-two years, and have two sons, also outstanding public servants: Ross Scianna, assistant superintendent of street cleaning for the Department of Streets and Sanitation, and Chicago Fire Lieutenant Mike Scianna; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, A.D., do hereby express our gratitude and our heartiest congratulations to Anthony Scianna as he retires after thirty-seven years of outstanding public service, and extend to this fine citizen our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Anthony Scianna.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. ERWIN J. HERBEN.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Erwin J. Herben to his eternal reward on the twenty-second day of September, nineteen hundred and ninety-three; and

WHEREAS, Mr. Erwin J. Herben was a resident of Chicago for many years; and

WHEREAS, Mr. Erwin J. Herben attended the University of Illinois to become a newspaper reporter; and

WHEREAS, Mr. Erwin J. Herben worked as a reporter and copyboy for the *Chicago Daily Time*; and

WHEREAS, After leaving the *Chicago Daily Time*, Mr. Erwin J. Herben managed King's Paradise and Queen's Paradise on North Clark Street in Chicago; and

WHEREAS, Mr. Erwin J. Herben then purchased his own store, Union Lunch, on West Madison Street; and

WHEREAS, Mr. Erwin J. Herben worked for the Cook County Sheriff's Office for twenty-eight years; and

WHEREAS, Mr. Erwin J. Herben was also director of the Cook County Police and Corrections Board for several years; and

WHEREAS, Mr. Erwin J. Herben was a member of B'nai B'rith and counseled troubled youths at the former Angel Guardian Orphanage on the north side of Chicago; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this seventh day of October, nineteen hundred and ninety-three, do hereby express our deepest sorrow at the passing of Mr. Erwin J. Herben, and do also extend to his beloved wife; Rita; his daughters, Anni, Joan, Wendy, Jean, and Marie; his three brothers, Lou, Milt, and Lewis; his sister, Lee; his nine grandchildren and three great-grandchildren, our deepest and most heartfelt condolences on the occasion of their profound loss. Mr. Erwin J. Herben was a fine man who 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 Mr. Erwin J. Herben.

TRIBUTE TO LATE MS. DOROTHY REVELO.

WHEREAS, Almighty God in his infinite mercy and wisdom called Ms. Dorothy Revelos to her eternal reward on the twenty-fourth day of September, nineteen hundred and ninety-three; and

WHEREAS, Ms. Dorothy Revelos was a resident of the near north side of Chicago for many years; and

WHEREAS, From 1971 -- 1988, Ms. Dorothy Revelos worked for the University of Chicago in the Graduate School of Business' Executive Program; and

WHEREAS, Ms. Dorothy Revelos was an active member of the North Dearborn Association for many years; and

WHEREAS, Ms. Dorothy Revelos held the position of secretary of the North Dearborn Association for many years; and

WHEREAS, Ms. Dorothy Revelos was also active in the Three Arts Club and the Women's Association of the Chicago Symphony Orchestra; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this seventh day of October, nineteen hundred and ninety-three, do hereby express our deepest sorrow at the passing of Ms. Dorothy Revelos, and do also extend to her brothers, George and Charles; her sisters, Mary Lou and Martha, and her many friends, our deepest and most heartfelt condolences on the occasion of their profound loss. Ms. Dorothy Revelos was a fine person who 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 Ms. Dorothy Revelos.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

**CONGRATULATIONS EXTENDED TO OASIS CENTER ON
ITS TWENTY-FIFTH ANNIVERSARY.**

WHEREAS, The Oasis Center is celebrating its twenty-fifth anniversary; and

WHEREAS, The Oasis Center is a not-for-profit educational institution serving the Chicago-land area; and

WHEREAS, The Center provides assistance in an individual's personal and professional growth, intellectually, spiritually and physically; and

WHEREAS, Workshops provide opportunities to heighten self-awareness, increase understanding of the ways others see us and develop more effective ways of dealing with each other; and

WHEREAS, Presenters and participants come from throughout the entire United States and abroad; and

WHEREAS, It is the second oldest such center in the United States; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of October, 1993, do and hereby congratulate the Oasis Center on its twenty-fifth anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Oasis Center.

Presented By

ALDERMAN HANSEN (44th Ward):

**CONGRATULATIONS EXTENDED TO OPEN HAND CHICAGO
AND ITS VOLUNTEERS ON FIFTH ANNIVERSARY
OF SERVING MEALS TO HOMEBOUND
AIDS VICTIMS.**

WHEREAS, In July 1988, a group of people who had been caring for friends with AIDS met to discuss how they might help the broader community of AIDS victims; and

WHEREAS, Out of that discussion came the foundation of Open Hand Chicago, a volunteer program designed to bring nutritious meals to homebound AIDS victims; and

WHEREAS, Open Hand Chicago delivered its first meals, prepared in volunteers' homes, on Christmas Eve of 1988; and

WHEREAS, Open Hand Chicago began regular meal deliveries on January 2, 1989, delivering 41,476 meals in that year; and

WHEREAS, In 1992, Open Hand Chicago provided over 140,000 meals to over 800 clients across the City; and

WHEREAS, Since 1991, Open Hand Chicago has been involved in a partnership known as Programa de Alimentacion Nutricional, delivering meals to west side neighborhoods in an effort to better serve the growing AIDS population in minority communities; and

WHEREAS, Over six hundred volunteers have been engaged in serving AIDS victims through Open Hand Chicago; and

WHEREAS, Open Hand Chicago is about to serve its 500,000th meal to the homebound victims of AIDS; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this seventh day of October, 1993, hereby congratulate Open Hand Chicago and its hundreds of caring volunteers on the fifth anniversary of its founding and on the occasion of the servicing of its 500,000th meal, and extend to them our heartfelt wishes for the continuing success of this selfless humanitarian program; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Open Hand Chicago.

Presented By

**ALDERMAN HANSEN (44th Ward) And
ALDERMAN BIALCZAK (30th Ward):**

**CONGRATULATIONS EXTENDED TO MR. ANTHONY CICCHINO
ON HIS RETIREMENT FROM CITY OF CHICAGO.**

WHEREAS, Anthony Cicchino began his career of public service more than thirty-four years ago on August 19, 1959, as a tree trimmer for the City of Chicago; and

WHEREAS, Anthony Cicchino in the years since has served in many capacities to the benefit of the citizens of Chicago and Cook County, working in the fields of sanitation, animal control, and water service; and

WHEREAS, Anthony Cicchino also worked diligently to help our least fortunate fellow citizens in times of great need by serving at Cook County Hospital from 1978 to 1987; and

WHEREAS, Anthony Cicchino has earned the special thanks of the people of the 44th Ward with his efficient and effective performance as ward

superintendent from 1987 until his retirement at the end of June this year; and

WHEREAS, Anthony Cicchino has also led an exemplary private life as husband and father, having been married to his loving wife, Alvina, for four decades, and having raised three children, Michael, Jeanine and Toni, to outstanding adults; and

WHEREAS, Anthony Cicchino still found time to help his neighbors, be active in his church, and cultivate his heritage through his active membership in the Italian American Civic Federation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this seventh day of October, 1993, hereby congratulate Anthony Cicchino on his many years of outstanding public service, express our heartfelt thanks for his work, and wish him many years of happy retirement in the company of his family and many friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Anthony Cicchino.

Presented By

ALDERMAN SHILLER (46th Ward):

**GRATITUDE EXTENDED TO MCDONALD'S CORPORATION
FOR ITS CONTRIBUTION TO OPENING OF
UPTOWN BRANCH LIBRARY.**

WHEREAS, On June 5th, the Chicago Public Library held the grand opening of the new Uptown Branch Library at 929 West Buena Avenue; and

WHEREAS, The new library was planned and designed with extensive community participation to insure that the library be a community resource; and

WHEREAS, Community participants worked to make the opening celebration a memorable experience for the entire Uptown community with plenty of food and entertainment; and

WHEREAS, The McDonald's at West Ainslie Street and North Lincoln Avenue made a contribution to insure the success of the opening; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of October, 1993, do hereby extend our heartiest congratulations and thanks to McDonald's for its contribution; and

Be It Further Resolved, That a suitable copy of this resolution be made available to McDonald's.

Presented By

ALDERMAN SCHULTER (47th Ward):

**LATE CHICAGO MAYOR CARTER HENRY HARRISON, SR.
HONORED FOR HIS ENDURING CONTRIBUTIONS
TO CHICAGO.**

WHEREAS, Carter Henry Harrison, Sr., was elected Mayor of the City of Chicago for five terms, serving from April 28, 1879 to April 18, 1887, and from April 17, 1893 to October 28, 1893; and

WHEREAS, Mr. Harrison was born on February 15, 1825 in Elk Hill, Kentucky and moved to Chicago in the 1850s, building himself a home on Ashland Avenue between Jackson Street and Van Buren Street; and

WHEREAS, Mr. Harrison was elected as Cook County Commissioner, where he won praise for his character in the political opposition newspapers for voting against pay raises and for giving his own three years salary to the officers of the Foundlings' Home; and

WHEREAS, Mr. Harrison was elected to the 44th and 45th Congresses where he fought to confirm Chicago's title to its lakefront, supported internal improvements for Illinois, proposed a Constitutional Amendment for a one six-year Presidential term, and served as chairman of the Committee on Civil Service Reform; and

WHEREAS, During his first four terms as Mayor, Mr. Harrison brought the City of Chicago from bankruptcy to solvency, changed the City's street pavement from 132 miles of streets paved with wooden blocks to 347 miles of pavement in stone or granite, improved the City's bridges, cleared downtown

of overhead wires by the wiring to be relocated underground, built City Hall at a fraction of cost in comparison to the identical County Building, brought the police and fire departments to high degrees of efficiency, and created the City's drainage system; and

WHEREAS, As the Mayor during the World Columbian Exposition in 1893, Mr. Harrison presided over the celebration of the 400th anniversary of Columbus' arrival in America, thus becoming a national figure and fulfilling a dream of his; and

WHEREAS, On October 28, 1893, the last day of the world Columbian Exposition, Mayor Carter Henry Harrison, Sr. was assassinated in his home by Patrick Prendergast, who wanted to be appointed Corporation Counsel so he could elevate the railroad tracks; and

WHEREAS, One hundred years after his death, the contributions of the late Mayor Harrison endure; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventh day of October 1993, do hereby honor the memory of the late Mayor Carter Henry Harrison, Sr., and we honor his lasting contributions to the City of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Mayor Harrison as a token of our esteem.

**CONGRATULATIONS EXTENDED TO SCHLESWIG HOLSTEINER
SANGERBUND (SINGING SOCIETY) OF CHICAGO FOR
ONE HUNDRED ELEVEN YEARS OF PROMOTING
GERMAN CULTURAL HERITAGE.**

WHEREAS, This year as in every year since 1882, the Schleswig Holsteiner Sangerbund (singing society) of Chicago will hold their annual fall concert and dance; and

WHEREAS, The Schleswig Holsteiner Sangerbund is a singing society, originally organized by eighteen young men on April 2, 1882, and presented their first concert that same year; and

WHEREAS, Their concerts have since become a hallmark of cultural awareness and ethnic pride for the German-American community of greater Chicago; and

WHEREAS, While primarily functioning as a group which preserves German art and culture, the Schleswig Holsteiner Singing Society has worked for the benefit of many charitable organizations through its concerts locally as well as around the country; and

WHEREAS, On Saturday, October 23, the Schleswig Holsteiner Sangerbund will hold their 111th Annual Fall Concert and Dance under the direction of Glen Sorgatz; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, on this seventh day of October, 1993, do hereby congratulate the Schleswig Holsteiner Sangerbund for realizing 111 years of preservation and promotion of their German cultural heritage; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Schleswig Holsteiner Sangerbund.

Presented By

ALDERMAN M. SMITH (48th Ward):

**CONGRATULATIONS EXTENDED TO THE HELLENIC
FOUNDATION ON ITS FORTIETH ANNIVERSARY.**

WHEREAS, The Hellenic Foundation which so enhances the lives of those in Chicago's great Greek community, celebrated its fortieth anniversary at a gala dinner Sunday, September 26, 1993; and

WHEREAS, The Hellenic Foundation was established to identify and address the social service needs of families and individuals of the Hellenic-American community, and to that end this fine organization provides numerous services and programs for many hundreds of citizens annually through its agencies: Hollywood House, the Hellenic Family and Community Services (H.F. & C.S.), and the Hellenic Golden Circle (H.G.C.); and

WHEREAS, Hollywood House is a distinctive residence providing affordable and dignified living to some two hundred seniors. The H.F. & C.S. agency is the Greek community's resource for professional assistance; its

programs on information and referral, advocacy, individual youth and/or family counseling, job training, housekeeping for the elderly and emergency services benefit over one thousand two hundred citizens each year. The H.G.C. motivates and involves over seven hundred seniors in its semi-monthly social and recreational activities; and

WHEREAS, In four decades of dedicated and productive service, the Hellenic Foundation has proven itself one of Chicago's most outstanding social service agencies; 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 heartiest congratulations to The Hellenic Foundation as this towering organization celebrates forty years of outstanding service to its community, as well as our best wishes for many more years of success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Hellenic Foundation.

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
<i>MAZOLA</i> (1st Ward)	South Archer Avenue, at 2121 -- at all times -- daily (tow zone);
	North Beaubien Court, north of East Randolph Street -- at all times -- daily (consular parking only);
	West Chicago Avenue, at 1620 -- 1624 -- at all times -- daily (tow zone);
	North Wacker Drive, at 20 -- 6:00 P.M. to 12:00 Midnight -- daily (tow zone);
	West 22nd Place, at 211 -- at all times -- daily (tow zone);
<i>HUELS</i> (11th Ward)	West 26th Street, at 741 -- 743 (alongside on South Emerald Avenue) at all times -- daily;
<i>MADRZYK</i> (13th Ward)	West 79th Street, at 3908 -- 3912 -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
<i>OCASIO</i> (26th Ward)	North Milwaukee Avenue, at 1250, for a distance of 35 feet east/west thereof -- at all times -- daily (valet service); North Rockwell Street, at 2805, for a distance of 35 feet north/south thereof -- at all times -- daily (valet service);
<i>WATSON</i> (27th Ward)	North Campbell Avenue (west side) at 130 -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday; North Wolcott Avenue (west side) at 50 -- 100 (alongside of church, from the alley north to West Washington Boulevard) -- at all times -- no exceptions;
<i>GABINSKI</i> (32nd Ward)	North Elston Avenue, at 1177 -- 11:00 A.M. to 12:00 Midnight (valet service) no exceptions; North Southport Avenue (west side) at 2120, from West Shakespeare Avenue along west side of North Southport Avenue for a distance of 40 feet -- 7:00 A.M. to 7:00 P.M. -- daily; North Western Avenue, at 2107 -- 8:00 A.M. to 8:00 P.M. -- daily;
<i>MELL</i> (33rd Ward)	West Belmont Avenue, at 3120 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday; West Montrose Avenue, at 3018 -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
<i>GILES</i> (37th Ward)	North Laramie Avenue (east side) at 1109 -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>DOHERTY</i> (41st Ward)	North Northwest Highway, at 6107 (in lieu of two-hour parking restriction) 7:00 A.M. to 5:00 P.M. -- Monday through Friday;
<i>NATARUS</i> (42nd Ward)	East Ontario Street, at 101, from a point 40 feet south of East Ontario Street, to a point 30 feet south thereof -- at all times -- daily (tow zone);
	East Ontario Street, at 109 (in lieu of Meters 7371 and 6413) -- at all times -- daily (tow zone);
	North Wells Street, at 1559 -- at all times -- daily (tow zone);
<i>EISENDRATH</i> (43rd Ward)	North Clark Street, at 2260 -- 6:00 P.M. to 12:00 Midnight -- daily (valet service);
	North Lincoln Avenue, at 2204 -- 11:00 A.M. to 10:30 P.M. on Sunday through Thursday and 11:00 A.M. on Friday to 12:30 A.M. on Saturday (tow zone);
	North Wells Street, at 1746 -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;
<i>HANSEN</i> (44th Ward)	North Sheffield Avenue, at 3216 -- 6:00 P.M. to 12:00 Midnight (valet service) no exceptions;

Alderman

Location, Distance And Time

West Wellington Avenue (north side) at 601 West Wellington Avenue (3000 North Broadway) from a point 30 feet west of North Broadway to a point 35 feet west thereof -- 6:00 A.M. to 8:00 P.M. -- Monday through Saturday;

LEVAR (45th Ward)

North Milwaukee Avenue, at 4310 -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday;

North Milwaukee Avenue, at 4505 -- 4507 -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday;

SCHULTER (47th Ward)

North Ashland Avenue, at 4607 -- 4613 -- 7:00 A.M. to 3:00 P.M. -- Monday through Friday (parkway);

West Irving Park Road, at 1473 -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday;

North Seeley Avenue, at 3855 (two spaces) at all times -- except for handicapped;

STONE (50th Ward)

West Arthur Avenue, at 2358;

North Bell Avenue, at 6350.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE ON PORTION OF NORTH
CLYBOURN AVENUE.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 4, 1954 (Council Journal

of Proceedings, page 8509) which established loading zones on portions of specified public ways by striking the words: "North Clybourn Avenue (west side) from a point 85 feet south of West Cortland Street, to a point 40 feet south thereof -- no parking -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "North Clybourn Avenue (west side) from a point 85 feet south of West Cortland Street, to a point 75 feet south thereof -- no parking -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 3420 WEST FULLERTON
AVENUE.

Alderman Wojcik (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Fullerton Avenue, at 3420 -- 6:00 A.M. to 7:00 P.M. -- daily" and inserting in lieu thereof: "West Fullerton Avenue, at 3420 -- 6:00 A.M. to 10:00 P.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 3422 WEST FULLERTON
AVENUE.

Alderman Wojcik (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Fullerton Avenue, at 3422 -- 9:00 A.M. to 9:00 P.M. -- daily" and inserting in lieu thereof: "West Fullerton Avenue, at 3422 -- 6:00 A.M. to 10:00 P.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE ON PORTION OF NORTH
PINE GROVE AVENUE.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Pine Grove Avenue (east side) from a point 65 feet south of West Diversey Avenue, to a point 55 feet south thereof -- no parking anytime" and inserting in lieu thereof: "North Pine Grove Avenue (east side) from a point 65 feet south of West Diversey Avenue, to a point 55 feet south thereof -- no parking/loading zone" (90-42), 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
<i>BURKE</i> (14th Ward)	West 49th Place, from South Western Boulevard to South Western Avenue -- westerly;
<i>JONES</i> (15th Ward)	South Artesian Avenue, from West 71st Street to West 74th Street -- southerly;
<i>EVANS</i> (21st Ward)	South Carpenter Street, from West 100th Street to West 99th Street -- northerly;

Alderman	Location And Distance
	North/south alley in area bounded by South Sangamon Street, South Peoria Street, West 96th Street and West 95th Street -- northerly;
<i>BANKS</i> (36th Ward)	T-alley between North Oak Park Avenue and North Rutherford Avenue -- westerly;
<i>ALLEN</i> (38th Ward)	North/south alley in area bounded by North Oketo Avenue, North Odell Avenue, West Byron Street and West Forest Preserve Avenue -- northerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF SOUTH KNOX AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 15, 1976 (Council Journal of Proceedings, page 3692) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "South Knox Avenue, between West 60th Street and West 63rd Street -- southerly" and inserting in lieu thereof: "South Knox Avenue, between West 61st Street and West 63rd Street -- southerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF NORTH OKETO AVENUE.

Alderman Allen (38th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on August 31, 1977 (Council Journal of

Proceedings, page 5058) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "North Oketo Avenue, from West Forest Preserve Avenue to West Addison Street -- southerly" and inserting in lieu thereof: "North Oketo Avenue, from West Byron Street to West Forest Preserve Avenue -- northerly" and "North Oketo Avenue, from West Byron Street to West Addison Street -- southerly", 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 70TH STREET.

Alderman Streeter (17th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1970 (Council Journal of Proceedings, page 8512) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "West 70th Street, from South Ashland Avenue to South Morgan Street -- easterly" and inserting in lieu thereof: "West 70th Street, from South Ashland Avenue to South Union Avenue -- easterly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF EAST 129TH STREET.

Alderman Buchanan (10th 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: "East 129th Street, from South Saginaw Avenue to South Carondelet Avenue -- easterly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING METER AREA ON PORTION OF NORTH
SHEFFIELD AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 22, 1950, which established parking meter areas on portions of specified public ways by striking the words: "North Sheffield Avenue (both sides) between West Roscoe Street and West Waveland Avenue -- 9:00 A.M. to 6:00 P.M. (except Sundays and holidays) one hour" and inserting in lieu thereof: "North Sheffield Avenue (both sides) between West Roscoe Street and West Waveland Avenue -- 9:00 A.M. to 6:00 P.M. (except Sundays and holidays) two hours", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING METER ON PORTION OF NORTH
BEAUBIEN COURT.

Alderman Mazola (1st Ward) presented a proposed ordinance to repeal a previously passed ordinance which established Parking Meter 72134 on portion of North Beaubien Court, north of East Randolph Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT 3056 NORTH OAKLEY AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to limit the parking of vehicles to one hour from 10:00 A.M. to 11:00 P.M. at 3056 North Oakley Avenue, 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
<i>TILLMAN</i> (3rd Ward)	West 42nd Street, at 327 (except for handicapped);
	West 51st Street, at 1348 (except for handicapped);
<i>BLOOM</i> (5th Ward)	East 67th Street, at 1735 (except for handicapped);
<i>STEELE</i> (6th Ward)	South Drexel Avenue, at 7631 (except for handicapped);
	South Eberhart Avenue, at 7645 (except for handicapped);
	South Forest Avenue, at 9303 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Burley Avenue, at 8330 (except for handicapped);
	South Phillips Avenue, at 7749 (except for handicapped);
<i>DIXON</i> (8th Ward)	South Constance Avenue, at 7810 (except for handicapped);
	South Constance Avenue, at 8329 (except for handicapped);
	South Kenwood Avenue, at 7932 (except for handicapped);

Alderman	Location And Distance
<i>BUCHANAN</i> (10th Ward)	South Bensley Avenue, at 10615 (except for handicapped);
	South Commercial Avenue, at 9740 (except for handicapped);
	South Escanaba Avenue, at 9520 (except for handicapped);
	South Green Bay Avenue, at 10455 (except for handicapped);
	South Hoxie Avenue, at 10228 (except for handicapped);
	South State Line Road, at 10856 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Green Street, at 3211 (except for handicapped);
	South Hillock Avenue, at 2737 (except for handicapped);
	South Hoyne Avenue, at 3327 (except for handicapped);
	South Parnell Avenue, at 3746 (except for handicapped);
	South Winchester Avenue, at 3641 (except for handicapped);
	West 33rd Street, at 1701 (except for handicapped);
	West 45th Street, at 2532 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Kilpatrick Avenue, at 6520 (except for handicapped);

Alderman

Location And Distance

South Monitor Avenue, at 6156
(except for handicapped);

South Sawyer Avenue, at 5934
(except for handicapped);

West 79th Place, at 3731 (except
for handicapped);

BURKE (14th Ward)

South Albany Avenue, at 6318
(except for handicapped);

South Komensky Avenue, at 4624
(except for handicapped);

South Richmond Street, at 5628
(except for handicapped);

West 56th Street, at 3237 (except
for handicapped);

JONES (15th Ward)

South Artesian Avenue, at 6720
(except for handicapped);

South Wolcott Avenue, at 6036
(except for handicapped);

STREETER (17th Ward)

West 69th Street, at 1515 -- 1517;

TROUTMAN (20th Ward)

South Langley Avenue, at 6640
(except for handicapped);

EVANS (21st Ward)

South Ada Street, at 8829 (except
for handicapped);

South Forest Avenue, at 10206
(except for handicapped);

West 97th Place, at 1227 (except
for handicapped);

Alderman	Location And Distance
<i>MUNOZ</i> (22nd Ward)	South Pulaski Road, at 2750 (except for handicapped); West 31st Street, at 4344 (except for handicapped);
<i>LASKI</i> (23rd Ward)	South Leamington Avenue, at 5140 (except for handicapped); South Moody Avenue, at 5215 (except for handicapped);
<i>MILLER</i> (24th Ward)	South Kirkland Avenue, at 2325 (except for handicapped);
<i>OCASIO</i> (26th Ward)	West Evergreen Avenue, at 2633 (except for handicapped); North Monticello Avenue, at 1511 (except for handicapped);
<i>WATSON</i> (27th Ward)	West Washington Boulevard, at 1901 -- 1905 (except for handicapped);
<i>E. SMITH</i> (28th Ward)	North Kilbourn Avenue, at 215 (except for handicapped); West Wilcox Avenue, at 3831 (except for handicapped);
<i>BURRELL</i> (29th Ward)	West Harrison Street, at 5252 (except for handicapped);
<i>BIALCZAK</i> (30th Ward)	West George Street, at 4735 (except for handicapped);

Alderman	Location And Distance
<i>SUAREZ</i> (31st Ward)	North Kolmar Avenue, at 2911 (except for handicapped); North Springfield Avenue, at 1232 (except for handicapped);
<i>MELL</i> (33rd Ward)	West Eastwood Avenue, at 2557 (except for handicapped); North Mozart Street, at 2447 (except for handicapped); West Shakespeare Avenue, at 2807 (except for handicapped);
<i>WOJCIK</i> (35th Ward)	North Ridgeway Avenue, at 3334 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Moody Avenue, at 2659 (except for handicapped); North Paris Avenue, at 3626 (except for handicapped);
<i>GILES</i> (37th Ward)	West Erie Street, at 4912 (except for handicapped);
<i>ALLEN</i> (38th Ward)	West Eddy Street, at 5324 (driveway); North Mulligan Avenue, at 4431 (except for handicapped);
<i>LAURINO</i> (39th Ward)	West Devon Avenue, west of North Hamlin Avenue -- two parking spaces/corner clearance; North Kennison Avenue, at 5004 (except for handicapped);

Alderman	Location And Distance
	North Kimball Avenue, at 4936 (except for handicapped);
<i>EISENDRATH</i> (43rd Ward)	West Poslyn Place, at 453 (except for handicapped);
<i>HANSEN</i> (44th Ward)	North Cambridge Avenue, at 3140 (except for handicapped); West George Street, at 945 (except for handicapped); West Newport Avenue, at 858 (except for handicapped);
<i>LEVAR</i> (45th Ward)	West Higgins Avenue, at 5548 (except for handicapped); North Marmora Avenue, at 5231 (except for handicapped);
<i>SCHULTER</i> (47th Ward)	West Bradley Place, at 2141 (except for handicapped); West Cuyler Avenue, at 2043 (except for handicapped);
<i>MOORE</i> (49th Ward)	West Estes Avenue, at 1349 (except for handicapped); West Howard Street, at 1340 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2625 WEST BALMORAL AVENUE.

Alderman O'Connor (40th 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 Balmoral Avenue, at 2625 (Handicapped Permit 4705)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7532 WEST BELMONT AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Belmont Avenue, at 7532 (Handicapped Permit) alongside on North Oleander Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2719 NORTH HAMLIN AVENUE.

Alderman Wojcik (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Hamlin Avenue, at 2719 (Handicapped Permit 5553)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8332 SOUTH LA SALLE STREET.

Alderman Evans (21st 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 LaSalle Street, at 8332 (Handicapped Permit 3747)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1923 SOUTH MORGAN STREET.

Alderman Medrano (25th 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 Morgan Street, at 1923 (Handicapped Permit 5533)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2705 WEST NELSON STREET.

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 Nelson Street, at 2705 (Handicapped Permit 6852)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7532 NORTH PLAINFIELD 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 Plainfield Avenue, at 7532 (Handicapped Permit 7570)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1442 NORTH RIDGEWAY AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "Ridgeway Avenue, at 1442 (Handicapped Permit 3012)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3855 NORTH SEELEY 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: "North Seeley Avenue, at 3855 (handicapped permit parking)" and inserting in lieu thereof: "North Seeley Avenue, at 3855 (handicapped/loading zone) two car spaces", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4607 WEST SHAKESPEARE AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all

times on portions of specified public ways by striking the words: "West Shakespeare Avenue, at 4607 (Handicapped Permit 5533)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6918 SOUTH WOLCOTT AVENUE.

Alderman Jones (15th 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 Wolcott Avenue, at 6918 (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
4800 SOUTH WOOD STREET.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wood Street, at 4800 (Handicapped Permit 1409)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1327 WEST 19TH STREET.

Alderman Tillman (3rd 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 19th Street, at 1327 (Handicapped Permit 434184)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
716 WEST 48TH STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 48th Street, at 716 (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
3443 WEST 59TH PLACE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 18, 1986 (Council Journal of Proceedings, page 38538) which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 59th Place, at 3443 (Handicapped)", 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
BLOOM (5th Ward)	East 54th Street, at 1720 -- 8:30 A.M. to 3:30 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
M. SMITH (48th Ward)	North Greenview Avenue, alongside the Immanuel Lutheran Church, at 1500 West Elmdale Avenue -- 9:00 A.M. to 9:00 P.M..

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON WEST DIVISION STREET FROM NORTH
KARLOV AVENUE TO NORTH
KOSTNER AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on certain public ways during specified hours by striking the words: "West Division Street (both sides) from North Karlov Avenue to North Kostner Avenue -- one hour -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON WEST DIVISION STREET FROM NORTH
PULASKI ROAD TO NORTH
CICERO AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on certain public ways during specified hours by striking the words: "West Division Street (south side) from North Pulaski Road to North Cicero Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday" and inserting in lieu thereof: "West Division Street (north side) from North Pulaski Road to North Cicero Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED
HOURS ON PORTIONS OF SOUTH
WESTERN AVENUE.

Alderman Coleman (16th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on certain public ways during specified hours by striking the words: "South Western Avenue (west side) from a point 200 feet south of West 55th Street, to a point 200 feet north of West 59th Street -- 4:00 P.M. to 6:00 P.M. -- except Saturdays, Sundays and holidays", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION
TO 3945 WEST AINSLIE STREET.

Alderman Laurino (39th Ward) presented a proposed ordinance to relocate a parking prohibition, except for Handicapped Permit 7765, from its current location at 4850 North Talman Avenue to a new location at 3945 West Ainslie Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION
TO 3859 NORTH PLAINFIELD AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to relocate a parking prohibition, except for handicapped permit, from its current location at 7532 West Belmont Avenue to a new location at 3859 North Plainfield Avenue (alongside on West Byron Street), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION
TO 4909 NORTH RAVENSWOOD AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to relocate a

parking prohibition, except for handicapped permit, from its current location at 1754 West Ainslie Street to a new location at 4909 North Ravenswood Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF
WEST ADAMS STREET.

Alderman Mazola (1st Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on September 21, 1962 (Council Journal of Proceedings, page 7754) which prohibited parking on the north side of West Adams Street, in the 1400 and 1500 blocks, Monday through Friday from 4:00 P.M. to 6:00 P.M., which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CLOSE TO VEHICULAR TRAFFIC PORTION OF
WEST 112TH STREET.

Alderman Rugai (19th Ward) presented a proposed order to close to vehicular traffic West 112th Street, from South Lothair Avenue to South Bell Avenue, during the hours of 8:00 A.M. to 9:00 A.M. and 2:00 P.M. to 3:00 P.M. on all school days, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented a proposed ordinance and orders along with a substitute ordinance 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:

10/7/93

NEW BUSINESS PRESENTED BY ALDERMEN

39515

Alderman	Location, Distance And Times
<i>BUCHANAN</i> (10th Ward)	South Avenue M (both sides) in the 11300 block -- at all times;
<i>MADRZYK</i> (13th Ward)	South Kilbourn Avenue (both sides) from the alley south of West 63rd Street to West 64th Street; and West 64th Street (north side) from South Kilbourn Avenue to the first alley thereof -- April 1 through July 31 -- Monday through Saturday (public benefit);
<i>STREETER</i> (17th Ward)	South Emerald Avenue (both sides) in the 7800 block -- at all times;
<i>EVANS</i> (21st Ward)	South Emerald Avenue, in the 10200 block -- 6:00 A.M. to 11:00 P.M. -- daily; South Perry Avenue, in the 9500 block -- 6:00 A.M. to 12:00 Midnight -- daily;
<i>SUAREZ</i> (31st Ward)	North Kilpatrick Avenue (both sides) in the 2000 block -- at all times;
<i>WOJCIK</i> (35th Ward)	North Kenton Avenue (both sides) in the 3400 block -- at all times; West Roscoe Street (both sides) in the 4500 block-- at all times;
<i>BANKS</i> (36th Ward)	West Medill Avenue (both sides) in the 6900 and 7000 blocks -- at all times;

Alderman

Location, Distance And Times

North Rutherford Avenue (both sides) in the 3200 block -- at all times;

North Sayre Avenue (both sides) in the 2300 block -- at all times;

ALLEN (38th Ward)

North Mobile Avenue, in the 4400 block -- 8:00 A.M. to 9:00 P.M. -- Monday through Friday;

NATARUS (42nd Ward) and
EISENDRATH (43rd Ward)

North Astor Street (both sides) from East Division Street to East North Boulevard -- 6:00 P.M. to 6:00 A.M. -- daily (for a period of one year);

East Banks Street (both sides) from North Astor Street to North Lake Shore Drive -- 6:00 P.M. to 6:00 A.M. -- daily (for a period of one year);

East and West Burton Place (both sides) from North Clark Street to North Lake Shore Drive -- 6:00 P.M. to 6:00 A.M. -- daily (for a period of one year);

North Dearborn Parkway (both sides) from 1220 -- 1221 North Dearborn Street to West North Boulevard -- 6:00 P.M. to 6:00 A.M. -- daily (for a period of one year);

East and West Goethe Street (both sides) from North Clark Street to North Lake Shore Drive -- 6:00 P.M. to 6:00 A.M. -- daily (for a period of one year);

Alderman

Location, Distance And Times

East and West North Boulevard
(both sides) from North Clark
Street to North Lake Shore Drive
-- 6:00 P.M. to 6:00 A.M. -- daily
(for a period of one year);

East and West Schiller Street
(both sides) from North Clark
Street to North Lake Shore Drive
-- 6:00 P.M. to 6:00 A.M. -- daily
(for a period of one year);

North State Parkway (both sides)
from East Scott Street to East
North Boulevard -- 6:00 P.M. to
6:00 A.M. -- daily (for a period of
one year);

North Stone Court (both sides)
from East Division Street to East
Goethe Street -- 6:00 P.M. to 6:00
A.M. -- daily (for a period of one
year);

MOORE (49th Ward)

North Lakewood Avenue (east
side) in the 6700 block -- 7:30 A.M.
to 9:30 A.M. and 4:00 P.M. to 7:00
P.M. -- Monday through Friday;

West Loyola Avenue (south side)
in the 1000 block -- 7:30 A.M. to
9:30 A.M. and 4:00 P.M. to 7:00
P.M. -- Monday through Friday.

Referred -- AMENDMENT OF ORDINANCES WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE 5.

Alderman Mazola (1st Ward) presented a proposed ordinance to amend two ordinances passed by the City Council on December 31, 1981 (Council Journal

of Proceedings, page 8212) which established Residential Permit Parking Zone 5 on portions of specified public ways by adding the words: "Tow Zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH LA SALLE STREET.

Alderman Streeter (17th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on specified public ways by striking the words: "South LaSalle Street (both sides) in the 8000 block -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH MASSASOIT AVENUE.

Alderman Burrell (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on specified public ways by striking the words: "North Massasoit Avenue (both sides) in the 800 block -- 4:00 P.M. to 8:00 P.M. -- Monday through Friday and at all times on Saturday and Sunday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE 49 ON PORTION
OF NORTH NEOLA AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on specified public ways by striking the words: "North Neola Avenue (both sides) from North Navarre Avenue to North Newburg Avenue -- at all times (Zone 49)" and inserting in lieu thereof: "North Neola Avenue (both

sides) from 6047 to 6053 -- at all times (Zone 49)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON
PORTION OF NORTH RAVENSWOOD
AVENUE.

Alderman Schuler (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on specified public ways by striking the words: "North Ravenswood Avenue (both sides) from 4863 to 4895 -- at all times -- daily" and inserting in lieu thereof: "North Ravenswood Avenue (both sides) from 4845 to 4895 -- at all times -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE 152 ON
PORTION OF SOUTH WOLCOTT AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on September 11, 1991 (Council Journal of Proceedings, page 5041) which established residential permit parking at all times on both sides of South Wolcott Avenue, from West 37th Street to West 38th Street (Zone 152), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE 355 ON
PORTION OF WEST 35TH PLACE.

Alderman Huels (11th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on September 11, 1991 (Council Journal of Proceedings, page 5041) which established residential permit parking at all

times on both sides of West 35th Place, from South Lituanica Avenue to the first alley east of South Morgan Street (Zone 355), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE 356 ON
PORTION OF WEST 36TH STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on July 24, 1991 (Council Journal of Proceedings, page 3975) which established residential permit parking at all times on the north side of West 36th Street, from South Sangamon Street to the first alley west thereof (Zone 356), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>BIALCZAK</i> (30th Ward)	North Lavergne Avenue (west side) from West Belmont Avenue to the first alley south thereof;
<i>GILES</i> (37th Ward)	North Kilpatrick Avenue (east side) extending from 10 feet north of West North Avenue to 600 feet north of 1657 North Kilpatrick Avenue;

Alderman	Location And Distance
<i>DOHERTY</i> (41st Ward)	West Touhy Avenue, at 6225;
<i>SHILLER</i> (46th Ward)	West Lakeside Place (both sides) from North Marine Drive to North Clarendon Avenue.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>PRECKWINKLE</i> (4th Ward)	South Forrestville Avenue (west side) from East 51st Street to East 50th Street -- at all times; East 50th Street (south side) from South Forrestville Avenue to South Vincennes Avenue -- at all times; East 50th Street (south side) from South Washington Park Court to South Forrestville Avenue, north and south from South Forrestville Avenue to the first alley west thereof -- at all times;
<i>NATARUS</i> (42nd Ward)	North Cherry Avenue (east side) from West Eastman Street to West Blackhawk Street -- at all times -- daily.

Referred -- CONSIDERATION FOR INSTALLATION OF
AUTOMATIC TRAFFIC CONTROL SIGNALS
AT SPECIFIED INTERSECTIONS.

Alderman Natarus (42nd Ward) presented proposed orders authorizing the Commissioner of Transportation to consider the installation of automatic traffic control signals at the intersections specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Branch Street and West Division Street; and

North Branch Street and North Halsted Street.

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
<i>PRECKWINKLE</i> (4th Ward)	South Vincennes Avenue, at East 50th Place -- "Stop"; South Woodlawn Avenue, at 5400 -- "No Parking School Days -- 7:30 A.M. To 3:30 P.M.";
<i>STEELE</i> (6th Ward)	East 73rd Street, at South Wabash Avenue -- "Stop"; East 81st Street and South Champlain Avenue -- "Four-Way Stop";
<i>BEAVERS</i> (7th Ward)	South Essex Avenue, at East 90th Street -- "Stop";

Alderman	Location And Type Of Sign
	South Marquette Avenue, at East 77th Street -- "Stop";
	East 85th Street, at South Phillips Avenue -- "Stop";
	East 86th Street, at South Phillips Avenue -- "Stop";
<i>BUCHANAN</i> (10th Ward)	South Commercial Avenue, at East 97th Street -- "Stop";
	East 131st Street and South Muskegon Avenue -- "Four-Way Stop";
<i>BURKE</i> (14th Ward)	South Maplewood Avenue, at West 53rd Street -- "Stop";
	West 48th Street, at South Marshfield Avenue -- "Stop";
<i>COLEMAN</i> (16th Ward)	West 62nd Street, at South Justine Street -- "Three-Way Stop";
<i>MURPHY</i> (18th Ward)	West 80th Street and South Laflin Avenue -- "Stop";
<i>RUGAI</i> (19th Ward)	South Oakley Avenue, at West 100th Street -- "Stop";
	West 105th Street, at South Trumbull Avenue -- "Stop";
<i>EVANS</i> (21st Ward)	South Loomis Street, at West 92nd Street -- "Stop";
	West 97th Place and South Throop Street -- "Four-Way Stop";

Alderman	Location And Type Of Sign
<i>MILLER</i> (24th Ward)	West 15th Street, at South Harding Avenue -- "Two-Way Stop";
<i>E. SMITH</i> (28th Ward)	West Carroll Avenue and North Kostner Avenue -- "Stop"; West Fulton Street and North Kenton Avenue -- "Four-Way Stop";
<i>GABINSKI</i> (32nd Ward)	West Altgeld Street and West Wrightwood Avenue -- "Stop";
<i>WOJCIK</i> (35th Ward)	West Byron Street and North Kedvale Avenue -- "Four-Way Stop"; North Ridgeway Avenue and West Wrightwood Avenue -- "Stop";
<i>BANKS</i> (36th Ward)	West Grace Street and North Plainfield Avenue -- "Stop"; North Newcastle Avenue and West Roscoe Street -- "Stop"; Entrances to north/south alley between North Sayre Avenue and North Nordica Avenue in the 2300 block -- "Caution -- Children Playing"; West Waveland Avenue and North Oriole Avenue -- "Three-Way Stop";
<i>GILES</i> (37th Ward)	West Iowa Street, at North Kostner Avenue -- "Do Not Enter"; West Iowa Street, at North Tripp Avenue -- "Do Not Enter";

Alderman

Location And Type Of Sign

North Lorel Avenue and West Le Moyne Street -- "All-Way Stop";

In the alleys of the 800 and 900 blocks, between North Karlov Avenue and North Kedvale Avenue -- "No Garbage Picking";

In the alleys of the 800 and 900 blocks, between North Kedvale Avenue and North Keeler Avenue -- "No Garbage Picking";

In the alleys of the 800 and 900 blocks, between North Keystone Avenue and North Karlov Avenue -- "No Garbage Picking";

In the alleys of the 800 and 900 blocks, between North Pulaski Road and North Keystone Avenue -- "No Garbage Picking";

LAURINO (39th Ward)

West Peterson Avenue, turning southwesterly onto North Rogers Avenue -- "Left Turn Arrow";

DOHERTY (41st Ward)

In the 6000 block of West Moselle Avenue (south side) -- "No Parking School Days -- 8:30 A.M. To 4:30 P.M.";

SHILLER (46th Ward)

North Clarendon Avenue, at West Sunnyside Avenue -- "Stop";

West Leland Avenue and North Magnolia Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
	North Kenmore Avenue from West Wilson Avenue to West Leland Avenue -- "No Trucks Over Five Tons";
<i>SCHULTER</i> (47th Ward)	West Ainslie Street, at North Paulina Street -- "Stop";
	West Belle Plaine Avenue and North Hermitage Avenue -- "Four-Way Stop";
	North Hermitage Avenue (east side only) from 3601 to 3621 -- "No Parking School Days -- 7:30 A.M. To 3:00 P.M.".

Referred -- REMOVAL OF "NO PARKING" SIGNS ON PORTION
OF WEST 104TH PLACE.

Alderman Rugai (19th Ward) presented a proposed order to cause the removal of "No Parking -- 8:00 A.M. To 10:00 A.M." signs on both sides of the 1600 to 1799 blocks of West 104th Place, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT
LIMITATION FOR VEHICLES ON PORTION
OF SPECIFIED PUBLIC ALLEY.

Alderman Mell (33rd Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles at the first east/west alley south of West Irving Park Road, from North St. Louis Avenue to North Drake Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN SHAW (9th Ward):

To classify as an R4 General Residence District instead of a B3-3 General Retail District the area shown on Map No. 26-E bounded by:

a line 134.8 feet south of East 110th Place; South Michigan Avenue; a line 202.4 feet south of East 110th Place; and the alley next east of and parallel to South Wabash Avenue.

To classify as a B5-2 General Service District instead of an R3 General Residence District the area shown on Map No. 26-E bounded by:

a line 212 feet north of East 110th Street; the alley next east of and parallel to South Wabash Avenue; a line 187 feet north of East 110th Street; and South Wabash Avenue.

BY ALDERMAN BUCHANAN (10th Ward):

To classify as M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 22-A bounded by:

a line 30 feet north of and parallel to East 90th Street; the public alley next west of and parallel to South Avenue O; East 90th Street; and South Mackinaw Avenue.

BY ALDERMAN HUELS (11th Ward):

To classify as an R3 General Residence District instead of an B4-1 Restricted Service District the area shown on Map No. 10-I bounded by:

a line 125 feet north of West 47th Street; the alley next east of and parallel to South Rockwell Street; the alley next north of and parallel to

West 47th Street; the alley next west of and parallel to South Western Avenue; West 47th Street; South Fairfield Avenue; the alley next north of and parallel to West 47th Street; and South Rockwell Street.

BY ALDERMAN MADRZYK (13th Ward):

To classify as a B4-2 Restricted Service District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 14-K bounded by:

West 59th Street; a line 267.64 feet east of and parallel to South Knox Avenue (or the west line of the Belt railroad right-of-way of Chicago); a line 1,021 feet south of and parallel to West 59th Street; a line 175 feet east of and parallel to South Knox Avenue.

To classify as an C2-1 General Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-L bounded by:

West 63rd Street; a line 57.67 feet east of South LaPorte Avenue; the alley next south of and parallel to West 63rd Street; and a line 32.67 feet east of South LaPorte Avenue.

BY ALDERMAN MUNOZ (22nd Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District and R3 General Residence District the area shown on Map No. 8-J bounded by:

West 31st Street; South Central Park; West 32nd Street; and South Millard Avenue;

Also

To classify as an Institutional Planned Development instead of an R4 General Residence District the area shown on Map No. 8-J bounded by:

West 31st Street; South Central Park; West 32nd Street; and South Millard Avenue.

BY ALDERMAN LASKI (23rd Ward):

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 14-N bounded by:

a line 59.10 feet south of West 56th Street; South Nordica Avenue; a line 118.10 feet south of West 56th Street; and a line 139.60 feet west of South Nordica Avenue.

BY ALDERMAN WATSON (27th Ward):

To classify as a B5-3 General Service District instead of a B4-3 Restricted Service District the area shown on Map No. 2-H bounded by:

West Monroe Street; South Ashland Boulevard; West Adams Street; a line 50.10 feet west of the alley next west of and parallel to South Ashland Boulevard; the alley next north of and parallel to West Adams Street; a line 220.52 feet west of South Ashland Boulevard; a line from a point 220.52 feet west of South Ashland Boulevard and 257.82 feet north of West Adams Street; to a point 148.02 feet south of West Madison Street, as measured from the southerly right-of-way line of West Ogden Avenue and the southerly right-of-way line of West Ogden Avenue; and West Ogden Avenue.

BY ALDERMAN E. SMITH (28th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 2-K bounded by:

the alley next north of and parallel to West Monroe Street; South Kenton Avenue; West Monroe Street; and a line 75 feet west of South Kenton Avenue.

BY ALDERMAN BIALCZAK (30th Ward):

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 9-K bounded by:

a line 224 feet south of West School Street; the alley next east of and parallel to North Cicero Avenue; a line 139.42 feet north of West Belmont Avenue; a line 60 feet east of North Cicero Avenue; a line 149.42 feet north of West Belmont Avenue; and North Cicero Avenue.

*BY ALDERMAN BIALCZAK (30th Ward) and
ALDERMAN SUAREZ (31st Ward):*

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 7-L bounded by:

West Diversey Avenue; the alley next west of and parallel to North Cicero Avenue; the alley next south of and parallel to West Diversey Avenue; and North Lamon Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as a B5-3 General Service District instead of R3 General Residence, R4 General Residence, B3-3 General Retail and B5-2 General Service Districts the area shown on Map Nos. 7-G, 7-H, 9-G and 9-H bounded by:

a line 200 feet north of West School Street; North Ashland Avenue; West Melrose Street; North Greenview Avenue; West Barry Street; the alley next east of North Ashland Avenue; West Nelson Street; the alley next west of North Ashland Avenue; West Barry Avenue; the alley next west of North Ashland Avenue; West Fletcher Street or a line thereof extended where no street exists; the alley next east of North Paulina Street; the alley next south of West Belmont Avenue; North Paulina Street; West Melrose Street; North Lincoln Avenue; West School Street; and the alley next west of North Ashland Avenue.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B2-2 Restricted Retail District instead of a B1-1 Local Retail District the area shown on Map No. 9-H bounded by:

the alley next north of and parallel to West Roscoe Street; North Damen Avenue; West Roscoe Street; a line 48 feet west of North Damen Avenue; the alley next south of and parallel to West Roscoe Street and North Hoyne Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented eighty-one 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)	901 South Plymouth Court Condominium Association;
<i>HAITHCOCK</i> (2nd Ward)	Mr. Rodney McGee;
<i>BLOOM</i> (5th Ward)	East View Park Condominium Association (2); 5624 -- 5626 Dorchester Condominium; 5515 South Woodlawn Condominium Association;
<i>STEELE</i> (6th Ward)	Chatham Grove Condominium Association; Ms. Lisa C. Ford and Ms. Mary A. Ford; Ms. Louise Mickey; Ms. Norma J. Smith;
<i>BEAVERS</i> (7th Ward)	Mr. Carvel Berry; Coastland Apartments, Inc.;
<i>BURKE</i> (14th Ward)	Ms. Mary E. Farrell;
<i>MURPHY</i> (18th Ward)	Ms. Angeline Bujnowski; Mr. Clarence Roy Swanson;
<i>RUGAI</i> (19th Ward)	Ms. Ida H. O'Neal; Village Lane Condominium Association (2);

Alderman

Claimant

LASKI (23rd Ward)

Wimbledon Courts II Condo
Association;
6646 West 64th Place Corp.;

BURRELL (29th Ward)

Ms. Ann L. Green;
Ms. Annice Green;

BIALCZAK (30th Ward)

Mr. Irving Blaustein;

SUAREZ (31st Ward)

Sabina Trzebinska;

WOJCIK (35th Ward)

Byron-Kedvale Condominium;
4236 North Kedvale Condominium
Association (2);

BANKS (36th Ward)

Galewood South Condominium;
2151 North Harlem Building
Association;

ALLEN (38th Ward)

Leland Manor Condo Association
(2);

LAURINO (39th Ward)

Mr. Robert Shapiro;

O'CONNOR (40th Ward)

6550 -- 6552 North Glenwood Condo
Association;

DOHERTY (41st Ward)

Edison Park Place Condo
Association;
Edison Place Condominium;

Alderman

Claimant

Innisbrook Condo No. 5;

Katherine Condo Building
Association (2);

Ms. Ann W. Legutki;

Villas of Edison Park Condominium
Association;

5147 -- 5151 North East River Road
Condominium Association;

NATARUS (42nd Ward)

Burton Place Condominium
Association;

Gold Coast Condominium
Association;

Hanover Condominium Association;

Two Hundred Nine Lake Shore
Drive Building Corporation;

20 East Cedar Condominium
Association;

50 East Bellevue Condominium
Association;

The 100 Bellevue Place
Condominium Association;

247 East Chestnut Condominium
Association;

1010 North Lake Shore Association;

EISENDRATH (43rd Ward)

Ms. Beverly M. Albright;

City Commons Condominium
Association;

Alderman

Claimant

Clifton Place Condominium
Association;

Ms. Gwenne O'Leary;

The Portals at Grant Place
Condominium Association;

HANSEN (44th Ward)

Robert J. and Karen M. Herzog;

336 Wellington Condominium
Association;

442 Wellington Cooperative;

460 West Barry Condominium
Association;

555 Cornelia Condominium
Association;

708 -- 714 West Wellington Condo
Association;

3110 North Sheridan Condominium
Association;

3515 Lakewood Condominium
Association;

LEVAR (45th Ward)

Jefferson Manor Condo Association;

4850 -- 4852 -- 4854 North Linder
Building;

5500 Higgins Condo Association;

SHILLER (46th Ward)

Pattington Condominium
Association;

The Sheridan-Buena Condominium
Association, Inc.;

10/7/93

NEW BUSINESS PRESENTED BY ALDERMEN

39535

Alderman

Claimant

625 -- 627 West Patterson
Condominium Association, Inc.;

SCHULTER (47th Ward)

Cornerstone Condominium
Association;

M. SMITH (48th Ward)

Andersonville Condominium
Association (2);

First Kenmore Condominium
Association;

Hollywood Towers Condominium
Association;

Rosedale Condominium Association;

The Statesman Condominium
Association;

4900 North Marine Drive
Condominium Association;

5445 Edgewater Plaza
Condominium Association;

5858 Shore Manor Condominium;

MOORE (49th Ward)

1604 -- 1612 West Farwell Condo
Association;

7306 North Winchester
Condominium Association;

STONE (50th Ward)

Emerson Park Condominium, Inc.;

Ms. Tanja E. Illy.

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):

DRAFTING OF ORDINANCES FOR VACATION OF SPECIFIED PUBLIC WAYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

*East/West Public Alley In Block Bounded By West 14th Street,
West 16th Street, South Michigan Avenue And
South Indiana Avenue.*

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of all of the east/west public alley in the block bounded by West 14th Street, West 16th Street, South Michigan Avenue and South Indiana Avenue for LaSalle National Trust, N.A., as Trustee, under Trust No. 117950 (File No. 22-1-93-1788); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Portion Of West Gladys Avenue.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of West Gladys Avenue lying between the easterly right-of-way line of John Fitzgerald Kennedy

Expressway and the west line of the north/south 16 foot public alley west of South Desplaines Street for J. A. Friedman and Associates (File No. 16-1-93-1787); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Mazola moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Mazola, the foregoing proposed orders 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE FOR USE OF PUBLIC WAY
TO NBD TRUST COMPANY OF ILLINOIS
UNDER TRUST NUMBER 1156-CH.

Also, a proposed ordinance to amend an ordinance passed by the City Council of the City of Chicago on November 6, 1992 (Council Journal of Proceedings, page 23432) which authorized a grant of privilege to NBD Trust Company of Illinois for use of the public way by deleting the grantee "NBD Trust Company of Illinois, as Trustee, under Trust Agreement dated May 18, 1990 and known as Trust No. 1156-CH" and inserting in lieu thereof the grantee: "Tucker Financing Partnership, a Delaware general partnership", which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF ORDER WHICH AUTHORIZED
GRANT OF PRIVILEGE FOR CANOPIES TO NBD
TRUST COMPANY OF ILLINOIS, UNDER
TRUST NUMBER 1156-CH.

Also, a proposed ordinance to amend an order passed by the City Council of the City of Chicago on June 9, 1993 (Council Journal of Proceedings, page 33695) which authorized a grant of privilege for use of canopies over the public way by deleting the words: "NBD Trust Company of Illinois, under Trust Number 1156-CH" and inserting in lieu thereof the words: "Tucker Financing Partnership, a Delaware general partnership", which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 130(a)
OF MUNICIPAL CODE OF CHICAGO CONCERNING HOURS
OF OPERATION FOR CERTAIN ALCOHOLIC
PACKAGED GOODS RETAILERS.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 130(a) of the Municipal Code of Chicago which would further regulate the hours of operation for certain alcoholic packaged goods retailers, which was *Referred to the Committee on License and Consumer Protection*.

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 Amoco Corporation -- to construct, install, maintain and use a curb-cut, a decorative granite and concrete sidewalk, eight ornamental light fixtures with benches and two ornamental "No Parking" signs, all along East Randolph Street, adjacent to 200 East Randolph Street; and

Chicago Clergy Association -- to construct, install, maintain and use an underground 100 pair telephonic copper cable for communication purposes across West Washington Boulevard adjacent to 120 North Sangamon Street.

Referred -- AUTHORIZATION FOR INSTALLATION OF
"CANADA PLACE" HONORARY STREET SIGNS
ON PORTION OF NORTH BEAUBIEN
COURT.

Also, a proposed ordinance directing the Commissioner of Transportation to install "Canada Place" honorary street signs on that part of North Beaubien Court, from East Randolph Street to East Lake 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, four proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Anderson, Inc. -- for one canopy at 1132 South Jefferson Street;

Mallers - Chicago Management Co., Inc. -- for fourteen canopies at 5 South Wabash Avenue;

Oxford House Hotel/American National Bank, Trust Number 90889 -- for one canopy at 225 North Wabash Avenue; and

Wabash Randolph Partnership, c/o Klaff Joss -- for one canopy at 30 East Randolph Street.

Referred -- COMMITTEE ON POLICE AND FIRE URGED TO CONVENE
HEARINGS CONCERNING ASSIGNMENT OF CHICAGO
POLICE OFFICERS TO SPECIAL EVENTS.

Also, a proposed resolution urging the Committee on Police and Fire to hold hearings to review the current practice of the Chicago Police Department regarding the assignment of officers from the tactical units to special events;

the criteria used by the department in deciding which events would be covered by said officers; the number of officers assigned to such events per year; the number and types of events; and the feasibility of event sponsors hiring private security in lieu of police officers, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- WAIVER OF CITY SERVICE FEE FOR DE LA SALLE
INSTITUTE WALK-A-THON.

A proposed order authorizing the Director of Revenue to waive the City Service fee for the De LaSalle Walk-A-Thon sponsored by the De LaSalle Institute to be held on South Michigan Avenue, from East 35th Street to East 31st Street; east on East 31st Street to South Lake Shore Drive and on the east side of South Lake Shore Drive to the Shedd Aquarium on October 1, 1993, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

EXPRESSION OF SUPPORT FOR 11TH ANNUAL WALK AGAINST
HANDGUN VIOLENCE AND OCTOBER 2 THROUGH
OCTOBER 9, 1993 DECLARED "FIREARMS AND
HANDGUN VIOLENCE PREVENTION
WEEK IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, In 1990 more than 25,000 Americans died from handgun violence, and the F.B.I. reported 11,750 handgun homicides, accounting for half of all murders that year; and

WHEREAS, The Federal Bureau of Alcohol, Tobacco, and Firearms estimates that approximately sixty million handguns are privately owned in the United States; and

WHEREAS, Handguns were used in 12,000 suicides, and 1,000 unintentional shootings, which in 1990 placed handgun homicides as the fourth leading cause of premature death in the United States according to the Center for Disease Control; and

WHEREAS, These 11,750 handgun homicides, and 12,000 handgun suicides strain our city health care resources; and

WHEREAS, The Chicago Public Schools have reported seven handgun shootings since the opening day of school this year; and

WHEREAS, It has been documented that aggressive advocacy, community education, and prevention strategies are the most effective methods for addressing this problem; now, therefore,

Be It Resolved, That the Mayor, and the Chicago City Council support the 11t Annual Walk Against Handgun Violence, October 9, 1993 sponsored by the Illinois Council Against Handgun Violence; and

Be It Further Resolved, That the Mayor and Chicago City Council declare the week of October 2 -- 9, 1993 as "Firearms and Handgun Violence Prevention Week in Chicago".

Alderman Preckwinkle 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 Preckwinkle, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- CONSIDERATION FOR HONORARY STREET
DESIGNATIONS ALONG PORTIONS OF
SPECIFIED PUBLIC
WAYS.

Also, three proposed orders authorizing the Commissioner of Transportation to give consideration to conferring the honorary street designations noted along portions of specified public ways, which were *Referred to the Committee on Transportation and Public Way*, as follows:

South Cottage Grove Avenue, from East 41st Street to East 43rd Street -- to be honorarily designated as "Reverend O.C. Morgan Drive";

East 42nd Street, from South Cottage Grove Avenue to South Drexel Boulevard -- to be honorarily designated as "John H. Perkins Drive"; and

South Drexel Boulevard (east side), from East 40th Street to East 42nd Street -- to be honorarily designated as "Doctor Wilfred Reed Drive".

Presented By

ALDERMAN PRECKWINKLE (4th Ward)
And OTHERS:

Referred -- CONSIDERATION FOR RENAMING LAKE
SHORE DRIVE AS "JEAN POINTE
DU SABLE DRIVE".

A proposed order, presented by Aldermen Preckwinkle, Haithcock, Tillman, Bloom, Jones, Streeter, Troutman and Moore, directing the Commissioner of Transportation to give consideration to renaming Lake Shore Drive, from West Hollywood Avenue to South 67th Street as "Jean Pointe DuSable Drive", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- CONSIDERATION TO CLOSE TO TRAFFIC
SPECIFIED STREETS.

Two proposed orders directing the Commissioner of the Department of Transportation to give consideration to close to traffic the public ways noted, for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

South Anthony Avenue, at intersection with South Avalon Avenue; and

East 77th Street, commencing west of its intersection with the first alley west of South Avalon Avenue.

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF
LIGHT POLE ON SOUTHEAST CORNER OF
EAST 71ST STREET AND SOUTH
RHODES AVENUE.

A proposed order directing the Commissioner of Transportation to give consideration to the installation of a light pole on the southeast corner of East 71st Street and South Rhodes Avenue, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF EAST 73RD STREET FOR SCHOOL
PURPOSES.

Also, a proposed order directing the Commissioner of Transportation to

grant permission to Deneen Elementary School/Board of Education to close to traffic that part of East 73rd Street, between South State Street and South Wabash Avenue, from 8:30 A.M. to 9:30 A.M. and 2:00 P.M. to 3:00 P.M. on all school days during the 1993/1994 school year, for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 732 -- 734 EAST 75TH STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Helen Scott Insurance Agency, Inc., to construct, maintain and use one canopy to be attached to the building or structure at 732 -- 734 East 75th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STEELE (6th Ward),
ALDERMAN SHILLER (46th Ward) And
ALDERMAN MOORE (49th Ward):

Referred -- AMENDMENT TO 1993 ANNUAL APPROPRIATION
ORDINANCE TO TRANSFER CERTAIN
FUNDS TO ASSIST IN PUBLIC
EDUCATION.

A proposed amendment to the 1993 Annual Appropriation Ordinance which would transfer Sixteen Million Dollars obtained through savings from prior refunding of bonds to assist in funding public education, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- PROHIBITION OF PEDDLING IN 8300 BLOCK OF SOUTH STONY ISLAND AVENUE.

A proposed ordinance to prohibit peddling of any merchandise at all times in the 8300 block of South Stony Island Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHTS AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of Transportation to give consideration to the installation of alleylights behind the premises at the locations specified, which were *Referred to the Committee on Finance*, as follows:

1235 East 87th Place;

1239 East 87th Street;

1366 East 87th Street; and

1372 East 87th Street.

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY GREATER STRAIGHTWAY MISSIONARY BAPTIST CHURCH.

A proposed ordinance requiring Greater Straightway Missionary Baptist Church to pay a Ten Dollar license fee for each of the special police employed at

10359 South Dr. Martin Luther King, Jr. Drive, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS
022 AND 023 OF MUNICIPAL CODE OF CHICAGO WHICH
DISALLOWED ISSUANCE OF ADDITIONAL
ALCOHOLIC LIQUOR AND PACKAGE
GOODS LICENSES IN SPECIFIED
AREA OF NINTH WARD.

Also, a proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago, which disallowed the issuance of additional alcoholic liquor and package goods licenses in specified areas by removing from the restrictions set forth therein the area of the 9th Ward bounded by South Dr. Martin Luther King, Jr. Drive, East 111th Street, South Cottage Grove Avenue and East 115th Street, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022
AND 023 OF MUNICIPAL CODE OF CHICAGO WHICH
DISALLOWED ISSUANCE OF ADDITIONAL
ALCOHOLIC LIQUOR LICENSES IN
SPECIFIED AREAS OF
NINTH WARD.

Also, a proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago, which disallowed the issuance of additional alcoholic liquor licenses in specified areas by removing from the restriction set forth therein the area of the 9th Ward bounded by South Dr. Martin Luther King, Jr. Drive, East 111th Street, South Cottage Grove Avenue and East 115th Street (Council Journal of Proceedings, November 6, 1992, pages 23358 -- 23360); and in the area of the 9th Ward bounded by South State Street (west side), East 123rd Street (north side), South Michigan Avenue (east side) and East 127th Street (south side) (Council Journal of Proceedings, January 12, 1993, pages 27825 -- 27827), which was *Referred to the Committee on License and Consumer Protection.*

Referred -- COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES URGED TO
HOLD HEARINGS ON COMMONWEALTH
EDISON'S COMPLIANCE WITH
AFFIRMATIVE ACTION
PRINCIPLES.

Also, a proposed resolution urging the Committee on Energy, Environmental Protection and Public Utilities to hold immediate hearings and call forth the appropriate officials of Commonwealth Edison to explain their hiring and promotion practices of minorities for middle management positions and their plans for consistent application of affirmative action principles, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES URGED TO
HOLD HEARINGS ON ARBITRARY PRICING
BY PRIVATE TELEPHONE COMPANIES.

Also, a proposed resolution urging the Committee on Energy, Environmental Protection and Public Utilities to hold hearings to determine the City's jurisdiction concerning licensing and/or regulation of private telephone companies and/or property owners who install or have on their premises public telephones which charge arbitrary or inflated prices for telephone calls, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- APPROVAL OF PROPERTY AT KEYWELL CORPORATION'S
CHICAGO SITE LOCATED WITHIN ENTERPRISE ZONE 3 AS
CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY
TAX INCENTIVES.

Also, a proposed resolution to approve Keywell Corporation's Chicago site, located within Enterprise Zone 3, as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SHAW (9th Ward),
ALDERMAN BEAVERS (7th Ward) And
ALDERMAN TROUTMAN (20th Ward):

Referred-- DEPARTMENT OF TRANSPORTATION URGED
TO UNDERTAKE IMMEDIATE AND THOROUGH
STUDY ON STRUCTURAL SAFETY OF
CHICAGO SKYWAY.

A proposed resolution urging the Department of Transportation to conduct an immediate and thorough study of the structural safety of the Chicago Skyway and to report its findings to the City Council within thirty days thereof, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HUELS (11th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF
PORTION OF WEST 26TH STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the south 2.5 feet of West 26th Street lying between a line 46.70 feet west of and parallel to the west line of South Emerald Avenue and a line 54.98 feet west of and parallel to the west line of South Emerald Avenue for American National Bank and Trust Company of Chicago, as Trustee, under Trust No. 114637-00 (File No. 28-11-93-1784); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Huels 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 Huels, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- APPROVAL OF PROPERTY AT 4350 SOUTH RACINE AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 4350 South Racine Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- REPEAL OF TITLE 4, CHAPTER 8, SECTION 075 OF MUNICIPAL CODE OF CHICAGO ENTITLED "FOOD SANITARIANS".

A proposed ordinance to repeal in its entirety Title 4, Chapter 8, Section 075

of the Municipal Code of Chicago entitled "Food Sanitarians", which was *Referred to the Committee on Health.*

Referred -- AMENDMENT OF TITLE 10, CHAPTER 4 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 011
TO ESTABLISH ERECTION AND MAINTENANCE
FEES FOR HONORARY STREET
NAME SIGNS.

Also, a proposed ordinance to amend Title 10, Chapter 4 of the Municipal Code of Chicago by adding thereto a new Section 011 entitled "Honorary Street Name Signs -- Fees", which would require applicants for honorary street name signs to pay a fee of \$30.00 for each sign to be erected and an annual fee of \$10.00 for the continued maintenance of each such sign, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF TITLE 17, ARTICLE 3.2 OF MUNICIPAL
CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY
ADDITION OF NEW SUBARTICLE 3.2K TO PERMIT
DOMESTIC PETS FOR NON COMMERCIAL
PURPOSES TO BE HOUSED WITHIN
ACCESSORY BUILDINGS OR
STRUCTURES.

Also, a proposed ordinance to amend Title 17, Article 3.2 of the Municipal Code of Chicago (Chicago Zoning Ordinance) by adding thereto a new Subarticle 3.2K which would allow Accessory Buildings or Structures to be used for housing no more than three household pets, kept for exclusive use or personal enjoyment of residents of the premises, but disallow their use for maintenance of pigeon coupes, shelters, breeding or raising of pigeons, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- EXEMPTION OF HEDGES ELEMENTARY SCHOOL ANNEX FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 4747 SOUTH WINCHESTER AVENUE.

A proposed ordinance to exempt Hedges Elementary School Annex from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 4747 South Winchester 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 JONES (15th Ward):

Referred -- AMENDMENT OF TITLE 4 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW CHAPTER 245 TO ESTABLISH BUSINESS LICENSE REQUIREMENTS FOR PROPERTY CONTAINING ADVERTISING SIGNS.

A proposed ordinance to amend Title 4 of the Municipal Code of Chicago by adding thereto a new Chapter 245 entitled "Premises Containing Advertising Signs" which would establish license requirements, application procedures, license fees, emblem requirements and penalty provisions for property on which advertising signs are placed, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 8, CHAPTER 20, SECTION 150 OF
MUNICIPAL CODE OF CHICAGO TO EXEMPT PEACE OFFICERS
AND POLICE OFFICERS FROM PROVISIONS REQUIRING
OWNERS OF FIREARMS TO CARRY
REGISTRATION CERTIFICATES.

Also, a proposed ordinance to amend Title 8, Chapter 20, Section 150 of the Municipal Code of Chicago by exempting peace officers and members of the Chicago Police Department from provisions which require individuals carrying firearms to have in their immediate possession or on his or her person a valid firearms registration certificate, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF
PORTION OF WEST 64TH STREET AS "REVEREND FATHER
BERNARD PATRICK MURRAY STREET".

A proposed order directing the Commissioner of Transportation to give consideration to conferring the honorary designation of "Reverend Father Bernard Patrick Murray Street" on that part of West 64th Street, from South Stewart Avenue to South Wentworth Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN COLEMAN (16th Ward) And
ALDERMAN JONES (15th Ward):**

Referred -- OPPOSITION TO PROPOSALS TO TRANSFER CHICAGO
PUBLIC SCHOOLS' BASIC ELEMENTARY AND SECONDARY
ADULT EDUCATION PROGRAM FROM BOARD OF
EDUCATION TO OTHER ENTITIES.

A proposed resolution opposing any proposal to transfer the Chicago Public

Schools' Basic Elementary and Secondary Adult Education Program from the Chicago Board of Education to any other entity including the City Colleges of Chicago or the Illinois Community College Board, which was *Referred to the Committee on Education*.

Presented By

**ALDERMAN COLEMAN (16th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 7, CHAPTER 28 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF
NEW SECTION 441 TO PROHIBIT DUMPING
OF DEMOLITION OR BUILDING MATERIAL
ON PRIVATE OR PUBLIC PROPERTY.

A proposed ordinance, presented by Aldermen Coleman, Beavers, Madrzyk, Jones, Troutman, Natarus, Eisendrath, Hansen, Schuler and M. Smith, to amend Title 7, Chapter 28 of the Municipal Code of Chicago by adding thereto a new Section 441 entitled "Dumping of Demolition, Construction Building Material -- Nuisance -- Violation" which would prohibit the dumping of demolition or construction material on private or public real estate other than on permitted landfill sites and establish fines and/or incarceration for violation of said provision, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- AUTHORIZATION FOR DEMOLITION OF BUILDING
AT 6409 SOUTH SANGAMON STREET.

A proposed ordinance declaring the building at 6409 South Sangamon Street a public nuisance and authorizing the Commissioner of Buildings to cause the

demolition of said building, which was *Referred to the Committee on Buildings.*

Referred -- INSTALLATION OF "REVEREND WILLIE C. AUSTIN DRIVE" HONORARY STREET SIGNS ON PORTION OF WEST 75TH PLACE.

Also, a proposed ordinance directing the Commissioner of Transportation to install "Reverend Willie C. Austin Drive" honorary street signs on that part of West 75th Place, from 1600 to 1700, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR INSTALLATION OF "REVEREND EDWARD CLARK, SR. DRIVE" HONORARY STREET SIGNS ON PORTION OF SOUTH UNION AVENUE.

Also, a proposed ordinance directing the Commissioner of Transportation to install "Reverend Edward Clark, Sr. Drive" honorary street signs on that part of South Union Avenue, between West 71st Street and West 73rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MURPHY (18th Ward) And
ALDERMAN LASKI (23rd Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 36, SECTION 190 OF MUNICIPAL CODE OF CHICAGO TO REQUIRE CROSS-TRAINING OF FIRE FIGHTERS AS EMERGENCY MEDICAL TECHNICIANS-PARAMEDICS.

A proposed ordinance to amend Title 2, Chapter 36, Section 190 of the

Municipal Code of Chicago which would require newly recruited fire fighters to receive cross-training in advanced life support-mobil intensive care service during their probationary period sufficient to obtain certification as Emergency Medical Technicians-Paramedics, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN RUGAI (19th Ward):

OCTOBER PROCLAIMED "BREAST CANCER AWARENESS MONTH"
AND OCTOBER 19, 1993 DECLARED "MAMMOGRAPHY
DAY" IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, In 1993, 8,700 Illinois women will be diagnosed with breast cancer and 2,200 will die from the disease; and

WHEREAS, Early detection could have spared as many as one-third of those lives, but research shows that few women in Illinois are getting screening mammograms in accordance with nationally accepted guidelines; now, therefore,

Be It Resolved, By the Chicago City Council, That in recognition of the fact that mammography is the single best method for detecting breast cancer, we proclaim October "Breast Cancer Awareness Month" and October 19 as "Mammography Day" in the City of Chicago; and

Be It Further Resolved, That we encourage all women in the City of Chicago to become aware that they are at risk and to confer with their doctors regarding a mammogram; and

Be It Further Resolved, That we also urge each and every resident of the City of Chicago to make sure that women they care about participate in this program; and

Be It Further Resolved, That we recognize the Board of Sponsors of the Breast Cancer Awareness Program, the American Academy of Family Physicians, the American College of Radiology, the American Medical Women's Association, the American Society of Clinical Oncology, Cancer

Care Inc., the National Alliance of Breast Cancer Organizations, the Susan B. Komen Foundation, the American College of Obstetrics and Gynecology, Y-Me, the National Medical Association and Nursing Association, and the Oncology Nurses Association; and

Be It Further Resolved, That suitable copies of this preamble and resolution be presented to Carol Curtis of Zeneca Pharmaceuticals, and Sharon Green of Y-ME.

Alderman Rugai 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 Rugai, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

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:

Mr. Gary S. Brach -- 10333 South Western Avenue; and

Mr. William Faber -- 10325 South Western Avenue.

Referred -- CONSIDERATION TO ALLOW PROPERTY OWNER
AT 10655 SOUTH HOYNE AVENUE TO PROVIDE
CONCRETE SURFACE ON PUBLIC WAY.

Also, a proposed order authorizing the Commissioner of the Department of Transportation to give consideration to allowing the property owner at 10655 South Hoyne Avenue to provide a concrete surface adjacent to the driveway in the public way for the purpose of playing basketball, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO
AMEND CHAPTER 410, SECTION 305/7 OF ILLINOIS
REVISED STATUTES TO ENFORCE MANDATORY
HIV TESTING OF ARRESTEES WHOSE BODILY
FLUIDS HAVE COME IN CONTACT WITH
ARRESTING LAW ENFORCEMENT
OFFICERS.

Also, a proposed resolution urging the Illinois General Assembly to amend Chapter 410, Section 305/7 of the Illinois Revised Statutes which would enable health care providers or health facilities to perform HIV or hepatitis tests on arrestees whose blood or bodily fluids may have come in contact with the blood or bodily fluids of the arresting law enforcement officers without having first received written consent from the arrestee, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN TROUTMAN (20th Ward)
And OTHERS:

Referred -- JOINT COMMITTEE ON BUILDINGS AND FINANCE
URGED TO HOLD HEARINGS ON ILLEGAL DUMPING
AND BURIAL OF DEMOLITION MATERIALS
ON UNAUTHORIZED REAL ESTATE.

A proposed resolution, presented by Aldermen Troutman, Mazola,

Haithcock, Preckwinkle, Beavers, Shaw, Coleman, Streeter, Evans, Munoz, Laski, Watson, E. Smith, Burrell, Bialczak, Suarez, Wojcik, Giles, Eisendrath, Hansen and Moore, urging a Joint Committee, composed of the members of the Committee on Buildings and the members of the Committee on Finance, to hold immediate hearings on the continuing problems resulting from the illegal dumping and burying of demolition materials on land other than a duly licensed landfill site, which was *Referred to a Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Finance.*

Presented By

ALDERMAN EVANS (21st Ward):

DRAFTING OF ORDINANCE FOR VACATION OF
PORTION OF SOUTH LA SALLE STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of South LaSalle Street between the north line of West 85th Street and a line 280 feet, more or less, north of the north line of West 85th Street for Kenneth G. Freund (File No. 33-21-93-1786); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Evans, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- CONSIDERATION FOR INSTALLATION OF
ALLEYLIGHTS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to give consideration to the installation of alleylights behind the premises at the locations specified, which were *Referred to the Committee on Finance*, as follows:

8824 South Racine Avenue; and

1700 block of West 89th Street.

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- GRANT OF PRIVILEGE TO CHICAGO PUBLIC
SCHOOLS TO CONSTRUCT, INSTALL, MAINTAIN AND
USE PLAYLOT ALONG PUBLIC RIGHT-OF-WAY
ADJACENT TO 2400 SOUTH MARSHALL
BOULEVARD.

A proposed ordinance to grant permission and authority to the Chicago Public Schools to construct, install, maintain and use a playlot, with a steelworks play unit and enclosed by a steel chain link fence, along the public right-of-way adjacent to John Spry School at 2400 South Marshall Boulevard, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LASKI (23rd Ward):

Referred -- GRANT OF PRIVILEGE TO JOHN S. AND DOLORES WOLOWIEC (DOING BUSINESS AS PARKSIDE CHAPELS) TO CONSTRUCT, INSTALL, MAINTAIN AND USE SPACE ALONG PUBLIC RIGHT-OF-WAY FOR DRYUIT FACING ADJACENT TO 5948 SOUTH ARCHER AVENUE.

A proposed ordinance to grant permission and authority to John S. and Dolores Wolowiec, doing business as Parkside Chapels, to construct, install, maintain and use space along the public right-of-way for dryuit facing on existing exterior masonry walls along South Archer Avenue and South Major Avenue, adjacent to 5948 South Archer Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 5794 WEST ARCHER AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Paris Jewelry, Inc. to construct, maintain and use one canopy to be attached to the building or structure at 5794 West Archer Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LASKI (23rd Ward) And OTHERS:

Referred -- AMENDMENT OF TITLE 2, CHAPTERS 36, 74 AND 84 OF MUNICIPAL CODE OF CHICAGO BY ESTABLISHING PROCEDURES FOR ADMINISTRATION OF PROMOTIONAL EXAMINATIONS FOR POLICE AND FIRE DEPARTMENTS.

A proposed ordinance, presented by Aldermen Laski, Murphy, Banks,

Doherty and Levar, to amend Title 2, Chapters 36, 74 and 84 of the Municipal Code of Chicago which would place under the authority of the Commissioner of Personnel the public notification for promotional examinations within the Police and Fire Departments and establish guidelines and procedures for developing, administering, and grading promotional examinations for qualified police and fire personnel, including eligibility criteria for said examinations, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN MEDRANO (25th Ward):

Referred -- GRANT OF PRIVILEGE TO LA SALLE NATIONAL BANK,
UNDER TRUST NUMBER 41274 AND MAIN BANK OF
CHICAGO, UNDER TRUST NUMBER 78-1331 TO
MAINTAIN AND USE COVERED TWO LEVEL
PASSAGEWAY CONNECTING REAR OF
BUILDINGS AT 2513 WEST
CULLERTON STREET
AND 2512 WEST
21ST STREET.

A proposed ordinance to grant permission and authority to LaSalle National Bank, under Trust Number 41274 and Main Bank of Chicago, under Trust Number 78-1331 to maintain and use as now constructed a covered two level passageway connecting the rear of the buildings at 2513 West Cullerton Street and 2512 West 21st Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR REMOVAL OF
STREETLIGHT AT 1951 WEST
19TH STREET.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the removal of a streetlight from the premises at 1951 West 19th Street, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MEDRANO (25th Ward)
And OTHERS:

CONGRATULATIONS AND GRATITUDE EXTENDED TO MR.
PETER NUNO OF WGN-TV FOR THIRTY YEARS OF
OUTSTANDING SERVICE TO CHICAGOLAND AND
HISPANIC-AMERICAN COMMUNITIES.

A proposed resolution, presented by Aldermen Medrano, Buchanan, Munoz, Ocasio and Suarez, reading as follows:

WHEREAS, For the past thirty years, Peter Nuno, producer for the Public Affairs Department of WGN-TV News, has been a consistent and productive influence in Chicago's great Hispanic-American community; and

WHEREAS, Host and producer of WGN-TV's program, "Charlando", Peter Nuno has long succeeded in his mission of presenting the only Spanish language community affairs television show on a major station, with a three decade history of broadcasting and dealing with the issues, problems and activities of all Chicagoland Hispanic-American communities; and

WHEREAS, A graduate of the University of Washington who served this great nation honorably in the United States Air Force, Peter Nuno has become a Chicago media figure of great stature. His memberships extend to numerous eleemosynary organizations, and he has been continually cited for excellence. In 1992, he was named "Man of the Year" by the American G.I. Forum of Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of October, 1993, A.D., do hereby extend our gratitude and our congratulations to Peter Nuno of WGN-TV on thirty years of outstanding service to our great City and to our Hispanic-American communities, as well as our best wishes for his continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Peter Nuno.

Alderman Medrano 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 Medrano, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- EXPRESSION OF DISPLEASURE WITH SUPERINTENDENT
OF SCHOOLS ARGIE JOHNSON FOR FAILURE TO HIRE
HISPANICS IN POLICY AND DECISION MAKING
POSITIONS IN CHICAGO PUBLIC
SCHOOL SYSTEM.

Also, a proposed resolution, presented by Aldermen Medrano, Munoz, Ocasio and Suarez, expressing displeasure with Superintendent of Schools Argie Johnson's failure to hire Hispanics in upper level policy and decision making positions within the Chicago Public School System, which was *Referred to the Committee on Education*.

Presented By

ALDERMAN OCASIO (26th Ward):

OCTOBER 17, 1993 DECLARED "THE RIGHTS OF THE
CHILD DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, The United Nations Children's Fund (UNICEF) is an international organization which helps provide children of developing countries the basic necessities of life and growth -- adequate food, health care, clean water and basic education; and

WHEREAS, The United Nations General Assembly and UNICEF advocate the Convention on the Rights of the Child, recognizing that children have needs and human rights which extend beyond basic concepts of protection; and

WHEREAS, The "Bill of Rights" for children guarantees the individual rights of any person under eighteen years of age to:

Equality, regardless of race, color, religion, sex or nationality;

Health, mental and physical development;

Sufficient food, housing and medical care;

Special care, if handicapped;

Love, understanding and care;

Free education, play and recreation;

Immediate aid in the event of disasters and emergencies;

Protection from cruelty, neglect and exploitation;

Protection from persecution and to an upbringing in the spirit of worldwide brotherhood and peace; and

WHEREAS, The United States Committee for UNICEF/Chicago and the 10th Annual Chicago International Children's Film Festival recognizes children films advocating "The Rights of the Child"; now, therefore,

Be It Resolved, That the City Council and Richard M. Daley, Mayor of the City of Chicago do hereby proclaim October 17, 1993 to be "The Rights of the Child Day in Chicago", and urge all citizens to be aware of the activities arranged for this day by the United States Committee for UNICEF/Chicago and the Chicago International Children's Film Festival.

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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN WATSON (27th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES
AND ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings located at 3115 -- 3123 West Warren Boulevard, 2648 West Jackson Boulevard, 2750 West Van Buren Street, 2754 West Van Buren Street, 2712 West Gladys Avenue and 2527 West Congress Parkway are so deteriorated and weakened that each 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 buildings located at 3115 -- 3123 West Warren Boulevard, 2648 West Jackson Boulevard, 2750 West Van Buren Street, 2754 West Van Buren Street, 2712 West Gladys Avenue and 2527 West Congress Parkway are declared public nuisances, and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

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

Alderman Watson 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 Watson, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- EXEMPTION OF NEAR WESTSIDE COMMUNITY
DEVELOPMENT CORPORATION FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PROPERTY
AT 2137 -- 2145 WEST ADAMS
STREET.

Also, a proposed ordinance to exempt the Near Westside Community Development Corporation from the provisions requiring physical barriers as a prerequisite to alley accessibility for the property at 2137 -- 2145 West Adams Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PROPERTY AT 1150 SOUTH
WASHTENAW AVENUE AS CLASS 6(b) AND
ELIGIBLE FOR COOK COUNTY TAX
INCENTIVES.

Also, a proposed resolution to approve the property at 1150 South

Washtenaw 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 GABINSKI (32nd Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF PORTION
OF NORTH BOSWORTH AVENUE.**

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the west 6 feet of the north 100 feet of North Bosworth Avenue lying between the north line of West Altgeld Street and a line 231.66 feet north thereof for Bosworth-Altgeld Park Corporation (File No. 29-32-93-1785); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Gabinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Gabinski, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Claudio Martinez, doing business as Super Delight -- for one canopy at 1055 North Ashland Avenue; and

Torres Optical -- for one canopy at 3356 North Ashland Avenue.

Referred -- APPROVAL OF CERTAIN PROPERTY AS CLASS 6(b)
AND ELIGIBLE FOR COOK COUNTY
TAX INCENTIVES.

Also, a proposed resolution to approve certain property identified by Permanent Real Estate Index Numbers 17-05-220-002-0000, 17-05-220-003-0000 and 17-05-220-004-0000 as eligible for Class 6(b) tax incentives under the Cook County Real Estate Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- EXEMPTION OF AMERICAN STORES PROPERTIES, INC.
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING AND LOADING
FACILITIES FOR 4234 NORTH KEDZIE AVENUE.

A proposed ordinance to exempt American Stores Properties, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking and loading facilities for 4234 North Kedzie 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 -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3045 NORTH KEDZIE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Filiberto Quiles to construct, maintain and use one canopy to be attached to the building or structure at 3045 North Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way.*

CITIZENS AND COMMUNITY GROUPS OF CHICAGO
ENCOURAGED TO SPONSOR AND PARTICIPATE
IN "ADOPT-A-PARK/ADOPT-A-BEACH
PROGRAM".

Also, a proposed resolution to invite and encourage citizens and community organizations throughout the City of Chicago to participate in and support a new program formed by the Friends of the Park entitled "Adopt-A-Park/Adopt-A-Beach Program", in which all sponsors would help clean-up, maintain and beautify a chosen site in one of the City's parks or along the Lake Michigan shoreline, which was *Referred to the Committee on Parks and Recreation.*

Presented By

ALDERMAN AUSTIN (34th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION
OF WEST 116TH STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of West 116th Street lying between the west line of South Green Street extended north and the easterly right-of-way line of the Pennsylvania Railroad (formerly the Pittsburgh, Cincinnati and St. Louis Railroad) for the Department of Planning and Development (File No. 20-34-92-1718); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Wojcik 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 Wojcik, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2500 NORTH CENTRAL AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Dominick's Finer Foods, Inc. to construct, maintain and use one canopy to be attached to the building or structure at 2500 North Central Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN GILES (37th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 48, Section 020 of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Claude Z. Williams -- at 828 North Kolin Avenue; and

Mr. John A. Pullen, Sr. -- at 852 North Kolin Avenue.

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5559 WEST HENDERSON STREET.

A proposed order authorizing the Director of Revenue to issue a permit to Neighbor's Tavern, Inc. to construct, maintain and use one canopy to be attached to the building or structure at 5559 West Henderson Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT
BEHIND 5920 NORTH KENNETH AVENUE.

A proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 5920 North Kenneth Avenue, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 344, SECTION
350(c) OF MUNICIPAL CODE OF CHICAGO TO FURTHER
REGULATE USE OF MUSICAL OR NOISE-MAKING
DEVICES BY MOBILE FOOD DISPENSERS.

A proposed ordinance to amend Title 4, Chapter 344, Section 350(c) of the Municipal Code of Chicago which would allow the use of musical or noise-making devices by mobile food dispensers only when traversing the public way at a maximum speed of ten miles per hour, except when traveling within two hundred feet of a hospital, nursing home or established quiet zone, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- EXEMPTION OF CHICAGO CENTER ASSOCIATES, LTD.
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 1954 WEST PETERSON AVENUE.

Also, a proposed ordinance to exempt Chicago Center Associates, Ltd. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1954 West Peterson 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 DOHERTY (41st Ward):

Referred -- AUTHORIZATION FOR INSTALLATION OF
"TAYLOR ROBERT ESHOO DRIVE" HONORARY
STREET SIGNS ON PORTION OF WEST
ARDMORE AVENUE.

A proposed ordinance authorizing the Commissioner of Transportation to install "Taylor Robert Eshoo Drive" honorary street signs on West Ardmore Avenue, from North Natoma Avenue to North East Circle Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO CENTRAL TELEPHONE
COMPANY OF ILLINOIS TO MAINTAIN AND USE
TRANSITE CONDUIT COMMUNICATIONS
SYSTEM ALONG, UNDER AND ACROSS
PORTIONS OF SPECIFIED
PUBLIC WAYS.

Also, a proposed ordinance to grant permission and authority to the Central Telephone Company of Illinois, to maintain and use, as now constructed, a transite conduit communications system along, under and across portions of West Higgins Road, North East River Road and property in general vicinity thereof, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST MOSELLE AVENUE
FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Board of Education/Wildwood School to close to traffic the south side of the 6000 block of West Moselle Avenue, from 8:30 A.M. to 4:30 P.M. on all school days, for school related purposes during the 1993/1994 school year, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

**ALDERMAN DOHERTY (41st Ward) And
ALDERMAN LEVAR (45th Ward):**

Referred -- AMENDMENT OF TITLE 17, ARTICLES 9.3-1 AND
9.11-1(7) OF MUNICIPAL CODE OF CHICAGO (CHICAGO
ZONING ORDINANCE) TO PERMIT OPERATION OF
NOT-FOR-PROFIT BINGO HALLS WITHIN C1-1
THROUGH C1-5 RESTRICTED COMMERCIAL
DISTRICTS AND ALLOW FOR
OFF-SITE ACCESSORY
PARKING.

A proposed ordinance to amend Title 17, Articles 9.3-1 and 9.11-1(7) of the Municipal Code of Chicago (Chicago Zoning Ordinance) which would classify bingo halls operated by not-for-profit or charitable organizations as permitted uses in C1-1 through C1-5 Restricted Commercial Districts and allow said organizations to provide off-site parking for patrons thereof, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN NATARUS (42nd Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF PORTIONS
OF EAST EVANS COURT AND SPECIFIED
PUBLIC ALLEYS.**

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 East Evans Court, west of the west line of North Michigan Avenue, as widened, together with the east/west 13.0 foot public alley north of East Superior Street, and all of the north/south 13.0 foot public alley except the north 22.40 feet in the area

bounded by East Chicago Avenue, East Superior Street, North Rush Street and North Michigan Avenue for Thomas J. Klutznick Company (File No. 10-42-93-1789); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Natarus 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 Natarus, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

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 Corporation -- to construct, maintain and use a stair platform adjacent to South Columbus Drive, near East North Water Street; and

Ms. Marcia Seetapun -- to maintain and use a stairway adjacent to the premises at 207 West Superior Street.

Referred -- AMENDMENT OF ORDINANCES WHICH AUTHORIZED
GRANTS OF PRIVILEGE TO CITIPLACE
INTERNATIONAL, INC.

Also, two proposed ordinances to amend ordinances passed by the City Council on June 9, 1993 which authorized grants of privilege to Citiplace International, Inc., by deleting therefrom the name "Citiplace International, Inc." and substituting in lieu thereof the name "H.C.D. Corporation", which were *Referred to the Committee on Transportation and Public Way*, as follows:

For the installation of three sidewalk-type Fire Department Siamese Connections at 674 North Michigan Avenue; and

For the maintenance of vaulted sidewalk space at 674 -- 678 North Michigan Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TAXICAB STAND NUMBER 416 ON PORTION OF
WEST SUPERIOR STREET.

Also, a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1988 (Council Journal of Proceedings, page 12761) which established Taxicab Stand Number 416 on the north side of West Superior Street, from a point 20 feet east of North Larrabee Street, to a point east thereof by transferring said taxicab stand from the aforementioned location to a new location on the east side of North Larrabee Street, from a point 30 feet south of West Chicago Avenue, to a point 120 feet east thereof, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE
AT 620 NORTH LASALLE STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to MC Mages Sports to conduct a sidewalk sale at 620 North LaSalle Boulevard, for the period extending October 14 through October 17, 1993, 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, three 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:

Frontera Grill, Inc. -- one canopy at 445 North Clark Street;

KB Holdings Corporation -- two canopies at 163 East Walton Street; and

The Packaging Store -- one canopy at 58 West Maple Street.

Referred -- AMENDMENT OF ORDER WHICH AUTHORIZED
ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN
AND USE TWO CANOPIES OVER PUBLIC
WAY ON PORTION OF NORTH
MICHIGAN AVENUE.

Also, a proposed ordinance to amend an order previously passed by the City Council on June 9, 1993 (Council Journal of Proceedings, page 33685) which authorized the issuance of a permit to construct, maintain and use two canopies over the public way on portion of North Michigan Avenue, by deleting the permittee "Citiplace International, Inc." appearing therein and inserting in lieu thereof "H. C. D. Corporation", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

ISSUANCE OF RESIDENTIAL PERMIT PARKING ZONE 142
STICKERS FOR QUALIFIED APPLICANTS.

A proposed order reading as follows:

Ordered, That the Department of Revenue issue Residential Permit Parking Zone 142 stickers to applicants residing in the 500 block of West Arlington Place, the 600 and 700 blocks of West Wrightwood Avenue and the 700 block of West Diversey Parkway.

Alderman Eisendrath 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 Eisendrath, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO 1800 CLYBOURN ASSOCIATES
TO ERECT, MAINTAIN AND USE LIGHT BOLLARDS,
DEPRESSED CURBING AND PARKING SPACES
ADJACENT TO 1800 NORTH
CLYBOURN AVENUE.

Also, a proposed ordinance to grant permission and authority to 1800 Clybourn Associates to install fifteen light bollards on portion of West Willow Street, to construct paved surface parking and erect guardrails on portions of West Willow Street and North Marcey Street, and to construct inverted (depressed) curbing at sidewalk/street interface to provide for parking along portion of North Marcey Street, adjacent to the property at 1800 North Clybourn Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
BUS STAND ON PORTION OF
NORTH CLARK STREET.

Also, a proposed ordinance to repeal the ordinance previously passed which established a bus stand on the east curb of North Clark Street, from a point 40 feet south of the south property line of West Wisconsin Street, to a point 150 feet south thereof, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, three 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:

European Tan Spa -- one canopy at 2151 North Sheffield Avenue;

100 West Monroe Street, in care of Downs Mohl & Co. -- one canopy at 10 East Schiller Street; and

1960 Lincoln Park West -- one canopy at 1960 North Lincoln Park West.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- ESTABLISHMENT OF TAXICAB STAND ON
PORTION OF NORTH SHEFFIELD AVENUE.

A proposed ordinance authorizing the Commissioner of Transportation to establish a taxicab stand on the west side of North Sheffield Avenue, from a point 30 feet north of West George Street, to a point 65 feet north thereof, for

two vehicles, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF TITLE 17, ARTICLE 7.3-6(3)
OF MUNICIPAL CODE OF CHICAGO (CHICAGO
ZONING ORDINANCE) TO PERMIT OPERATION
OF PROFESSIONAL OFFICES IN MULTIPLE
UNIT APARTMENT BUILDINGS LOCATED
WITHIN R6 GENERAL RESIDENCE
DISTRICTS.

Also, a proposed ordinance to amend Title 17, Article 7.3-6(3) of the Municipal Code of Chicago (Chicago Zoning Ordinance) to permit the operation of professional offices in multiple unit apartment buildings of fifty or more dwelling units and which are located within R6 General Residence Districts, provided that no advertising, display or identification signs are visible from the outside of the building, which was *Referred to the Committee on Zoning*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

BAB Associates, in care of First Development, Inc. -- for ten canopies at 3300 -- 3332 North Broadway; and

Ms. Dawn Fakas, doing business as Stylus -- for one canopy at 3167 North Broadway.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- AUTHORIZATION FOR DONATION OF RESCUE
SQUAD VEHICLE TO VILLAGE OF SAN RAFAEL
LAS FLORES, GUATEMALA.

A proposed ordinance authorizing the conveyance of all right, title and interest in Rescue Squad Vehicle Number C758 to the village of San Rafael Las Flores, Guatemala, as a donation, through its agent *La Raza* newspaper, which was *Referred to the Committee on Finance*.

Referred -- INITIATION OF EMINENT DOMAIN PROCEEDINGS
FOR PROPERTY AT 1063 WEST LAWRENCE
AVENUE AND 4735 -- 4759 NORTH
WINTHROP AVENUE.

Also, a proposed order directing the Commissioner of the Department of Planning and Development and the Corporation Counsel to initiate eminent domain proceedings for the property at 1063 West Lawrence and 4735 -- 4759 North Winthrop Avenues, which was *Referred to the Committee on Housing and Real Estate*.

Referred -- AUTHORIZATION FOR WAIVER OF CLASS II PEDDLER'S
LICENSE FEE FOR MR. ROGER BUCKNER OF
4753 NORTH SHERIDAN ROAD.

Also, a proposed order authorizing the Director of Revenue to waive the Class II Peddler's License fee for Mr. Roger Buckner of 4753 North Sheridan Road, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- EXEMPTION OF 1733 WEST IRVING PARK ROAD ASSOCIATION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 1733 WEST IRVING PARK ROAD.

A proposed ordinance to exempt 1733 West Irving Park Road Association from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1733 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 -- GRANT OF PRIVILEGE TO BANK OF RAVENSWOOD TO OCCUPY PARKING SPACES ON PORTION OF NORTH RAVENSWOOD AVENUE.

Also, a proposed ordinance to grant permission and authority to the Bank of Ravenswood to occupy space on North Ravenswood Avenue in front of, adjacent to, and across the street from the premises at 1825 West Lawrence Avenue, to be used for sixty-one parking spaces, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN M. SMITH (48th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF WEST BRYN MAWR AVENUE.

A proposed order reading as follows:

Ordered, It is hereby ordered by the City Council of the City of Chicago that the Department of Planning and Development draft an ordinance for the vacation of the southerly 33 feet of West Bryn Mawr Avenue, between North Lake Shore Drive and North Sheridan Road.

Alderman M. Smith moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman M. Smith, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 3, CHAPTER 4,
SECTION 190 OF MUNICIPAL CODE OF
CHICAGO TO ALLOW DIRECTOR OF
REVENUE TO WAIVE INTEREST
FEES ON CERTAIN
TAX ISSUES.

Also, a proposed ordinance to amend Title 3, Chapter 4, Section 190 of the Municipal Code of Chicago by adding thereto a new subsection (D) which would authorize the Director of Revenue to waive all or part of the interest due on certain City of Chicago tax issues when, in his or her opinion, it is in the City's best economic interest to do so, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR WAIVER OF PERMIT FEE
FOR 5040 -- 5060 NORTH MARINE DRIVE
ASSOCIATION SIDEWALK SALE.

Also, a proposed order authorizing the Director of Revenue to waive the permit fee for the 5040 -- 5060 North Marine Drive Association Sidewalk Sale, to be held on North Marine Drive, from West Carmen Avenue to West Winona Street and on West Winona Street, from North Marine Drive to 949 west, on October 2, 1993, from 8:30 A.M. to 4:30 P.M., which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 52, SECTION 80
OF MUNICIPAL CODE OF CHICAGO TO REQUIRE
BICYCLES TO BE EQUIPPED WITH CERTAIN
AUDIBLE WARNING DEVICES.

A proposed ordinance to amend Title 9, Chapter 52, Section 80 of the Municipal Code of Chicago by adding a new subsection (c) which would require all bicycles operated on the public way to be equipped with a bell or noise-making device audible for a distance of at least one hundred feet, excluding sirens or whistles, for the purpose of warning pedestrians or other vehicle operators of their presence and to lessen the likelihood of accidents, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
AND ITINERANT MERCHANT LICENSE FEES FOR
PARTICIPANTS IN UNITED CHURCH OF
ROGERS PARK CARNIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the carnival sponsored by the United Church of Rogers Park, 1545 West Morse Avenue, to be held on the 6900 block of North Ashland Avenue, for the period of

October 13 through October 17, 1993, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- EXEMPTION OF NEW JERUSALEM PRESBYTERIAN
CHURCH FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
2814 WEST PETERSON
AVENUE.

A proposed ordinance to exempt New Jerusalem Presbyterian Church from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2814 West Peterson 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*.

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 DIXON (8th Ward):

Sullivan House -- for renovation of existing structure on the premises known as 8164 South South Chicago Avenue.

BY ALDERMAN BURKE (14th Ward):

Capital Development Board/Board of Education -- for the construction of the Hedges Elementary School Annex on the premises known as 4735 South Winchester Avenue.

BY ALDERMAN JONES (15th Ward):

Bread of Life Missionary Baptist Church -- for construction of new church building on the premises known as 1911 West 63rd Street.

Holy Cross Hospital -- for remodeling and installation of new equipment in the Cardiac Care Room on the premises known as 2701 West 68th Street.

BY ALDERMAN COLEMAN (16th Ward):

Basic Economic Neighborhood Development, 7105 South Artesian Avenue -- for construction of a new structure on portions of the 6100 through 6300 blocks of South Aberdeen Street. (10)

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital -- for the Universal Cable Project at various locations (8).

BY ALDERMAN LEVAR (45th Ward):

METRA Metropolitan Rail, 547 West Jackson Boulevard -- for the installation of a one inch water service pipe to supply a lawn hydrant for the maintenance and beautification of a METRA station in the Edgebrook community, on the premises located approximately 13 feet south of the north line of Algonquin Avenue and 57 feet east of the west line of Lehigh Avenue.

BY ALDERMAN MOORE (49th Ward):

Sisters of Charity -- for renovation of existing structure on the premises known as 6364 North Sheridan Road.

BY ALDERMAN STONE (50th Ward):

Bethesda Lutheran Evangelical Church and School -- for construction of an addition to the school building on the premises known as 6803 North Campbell Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BEAVERS (7th Ward):

Rebecca K. Crown Child Development, 7601 South Phillips Avenue.

BY ALDERMAN LASKI (23rd Ward):

Gloria Dei Evangelical Lutheran Church, 5246 South Major Avenue.

BY ALDERMAN MEDRANO (25th Ward):

Pilsen-Little Village Mental Health Center, Inc., 2635 West 23rd Street.

BY ALDERMAN BIALCZAK (30th Ward):

Midwest Bible Church, 3441 North Cicero Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

Resurrection Day Care Center (Class 1) 1849 North Hermitage Avenue.

BY ALDERMAN ALLEN (38th Ward):

Emergency Food Center, Inc., 3506 North Cicero Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

Park West Cooperative Nursery, 2335 West Orchard Street.

Victory Gardens Theatre, 2257 North Lincoln Avenue. (5)

BY ALDERMAN MOORE (49th Ward):

Unity Lutheran Day Care Center, 5409 North Magnolia Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN DIXON (8th Ward):

Chicago Association for Retarded Citizens, 7811 South Stony Island Avenue-- annual refrigeration inspection fee.

BY ALDERMAN STREETER (17th Ward):

Ada S. McKinley Community Services, Inc., 7638 South Vincennes Avenue -- annual driveway maintenance and inspection fee and mechanical ventilation inspection fee. (2)

BY ALDERMAN RUGAI (19th Ward):

Washington and Jane Smith Home, 2340 West 113th Place -- for water usage.

BY ALDERMAN TROUTMAN (20th Ward):

Hope Tabernacle Church, various locations -- annual driveway maintenance and inspection fees. (2)

BY ALDERMAN MEDRANO (25th Ward):

Schwab Rehabilitation Center, 1406 South Fairfield Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Mary of Nazareth Hospital Center, 2233 West Division Street -- annual fuel burning equipment inspection fee.

BY ALDERMAN MELL (33rd Ward):

Inner City Impact, 3327 West Fullerton Parkway -- annual building inspection fee.

BY ALDERMAN BANKS (36th Ward):

Bethesda Home, 2833 North Nordica Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN ALLEN (38th Ward):

Our Lady of the Resurrection Medical Center, various locations -- annual institution inspection fee.

BY ALDERMAN DOHERTY (41st Ward):

Norwood Park Home, 6020 North Nina Avenue -- annual institution inspection fee.

Resurrection Medical Center, 7435 West Talcott Avenue -- annual institution inspection fees and annual sign inspection fee. (2)

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, various locations -- annual building inspection fees, flat sign permit fee, fuel burning equipment inspection fee, pollution control inspection fee and annual sign inspection fee (5).

Terra Museum of American Art, various locations -- annual boiler and unfired pressure vessel inspection fees, annual building inspection fees, annual driveway maintenance inspection fees, semi-annual elevator inspection fees, annual fuel burning equipment inspection fees, annual mechanical ventilation inspection fees and annual sign inspection fees (13).

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive -- semi-annual elevator inspection fee for premises located at 6347 North Lincoln Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Hospital, various locations -- annual fuel burning equipment inspection fee and annual institution inspection fees (2).

Martha Washington Hospital, 2318 West Irving Park Road -- annual sign inspection fee.

BY ALDERMAN MOORE (49th Ward):

The Center, 6610 North Clark Street -- annual boiler and unfired pressure vessel inspection fee.

Sacred Heart Convent, 6250 North Sheridan Road -- semi-annual elevator inspection fees and annual refrigeration system inspection fee.

Sacred Heart Schools, 6250 North Sheridan Road -- annual control and processing development inspection fees.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue -- boiler and unfired pressure vessel inspection fee.

CANCELLATION FOR WATER RATES:***BY ALDERMAN COLEMAN (16th Ward):***

Living Light Flee Market, 1440 -- 1442 West 63rd Street.

Living Light Total Outreach Church, 6149 -- 6159 South Bishop Street.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Hospital, 4550 North Winchester Avenue.

REFUND OF FEES:***BY ALDERMAN EISENDRATH (43rd Ward):***

Victory Garden Theatre, 2257 North Lincoln Avenue -- refund of fees in the amounts of \$38.00, \$100.00, \$111.00, \$200.00 and \$226.00 (5).

WAIVER OF FEE:***BY ALDERMAN MAZOLA (1st Ward):***

Pacific Garden Mission, 646 South State Street -- waiver of annual food dispensers license fee.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN MAZOLA (1st Ward):

Ehrich, Edna

Parsons, Arrand

BY ALDERMAN LASKI (23rd Ward):

Price, Patrick J.

BY ALDERMAN GABINSKI (32nd Ward):

Orzech, Angeline

BY ALDERMAN O'CONNOR (40th Ward):

Cannell, Leo W.

Demes, Kathrine H.

Young, Clare

BY ALDERMAN DOHERTY (41st Ward):

Head, Dorothy G.

McEvelly, Lorraine M.

Szypulski, Dorothy M.

Wrobel, Alfred J.

BY ALDERMAN NATARUS (42nd Ward):

Agosto, Florence R.

Mehlman, Lester and Janice

BY ALDERMAN HANSEN (44th Ward):

Martin, Charlotte N.

BY ALDERMAN M. SMITH (48th Ward):

Christensen, Lorin

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (September 15, 1993).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on September 15, 1993, at 10:00 A. M., signed by him as such City Clerk.

Alderman Bialczak moved to *Correct* said printed Official Journal as follows:

Page 38241 -- by deleting the name "Delores Krus" appearing in the ninth line from the top of the page and inserting in lieu thereof the names "Dolores Krus and Marge Schrempf".

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.

(May 19, 1993)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, May 19, 1993, as follows:

Page 32197 -- by deleting the Invoice Number "92290000522" appearing in the ninth line from the top of the page and inserting in lieu thereof the Invoice Number "92290000552".

The motion to correct *Prevailed*.

(December 15, 1992)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, December 15, 1992, as follows:

Page 27393 -- by deleting the words "municipal property tax due" appearing in the fifth line from the top of the page and inserting in lieu thereof the words "municipal tax properly due".

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

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.

On motion of Alderman Rugai, the City Council took up for consideration

the report of the Committee on Finance, deferred and published in the Journal of Proceedings of August 4, 1993, pages 36445 and 36446, amending Title 4, Chapter 236, Section 020 of the Municipal Code of Chicago by exempting motor vehicles parked in public transit parking lots from parking lot and garage operations tax.

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

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

Nays -- Alderman Tillman -- 1.

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

The following is said ordinance as passed:

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 invoiced, 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 City of Chicago].

SECTION 2. This ordinance shall take effect upon passage.

AUTHORIZATION FOR ISSUANCE OF CITY OF
CHICAGO GAS SUPPLY REVENUE BONDS,
SERIES 1993.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of September 15, 1993, pages 37452 through 37745 recommending that the City Council pass a proposed ordinance authorizing the issuance of City of Chicago Gas Supply Revenue Bonds, Series 1993, in an amount not to exceed \$102,000,000.

Alderman Burke presented the following amendment:

"I hereby move to amend the ordinance authorizing the issuance of City of Chicago Gas Supply Revenue Bonds, Series 1993 by deleting the bracketed language and adding the language in italics, as follows:

SECTION 15. Quarterly Reports From Peoples Gas. Within 60 days after the end of each calendar quarter during which the Company is acquiring, constructing, installing and improving the facilities that constitute the Project, the Company shall submit a report (the "Quarterly Report") to the Committee on Finance of the City Council of the City of Chicago. In the Quarterly Report, the Company shall state the amount of the Company's expenditures in connection with the Project during the preceding calendar quarter and shall describe to the extent practicable the work performed on the Project during the preceding calendar quarter, the location of such work within the City and the participation by minority individuals and minority-owned firms in such work.

[Section 15.] *Section 16. Effective Date. This ordinance shall be in full force and effect upon its passage and approval as by law provided."*

Alderman Burke then moved to adopt the foregoing proposed amendment. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the said proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, M. Smith, Moore, Stone -- 41.

Nays -- Alderman Burrell -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit of government under Section 6(a) of Article VII of the Constitution, with the power to adopt ordinances and take actions relating to its government and affairs; and

WHEREAS, The Peoples Gas Light and Coke Company ("Company"), a corporation organized and existing under the laws of the State of Illinois, wishes to acquire, construct, install and improve or to complete the acquisition, construction, installation and improvement of facilities for the

supplying and distribution of gas located wholly within and throughout the City, including, but not limited to, distribution mains, service pipes, meters, pressure regulators, pipelines, monitoring and regulating systems, power operating equipment, buildings and building improvements (collectively, the "Project"), and wishes to have the City issue its revenue bonds to finance the cost of the Project, including costs related to the issuance and sale of the bonds and the financing of the Project and interest on the bonds during the period of acquisition, construction, installation and improvement of the Project; and

WHEREAS, The City considers it desirable to assist in the acquisition, construction, installation and improvement of the Project by issuing its revenue bonds to finance the cost of the Project in order to further the public purposes of the City by aiding in the providing of a safe, economical and efficient gas supply for the residences and businesses in the City, thereby promoting a favorable climate in the City for new and improved job opportunities by promoting the retention and expansion of commercial, industrial and manufacturing facilities in the City and improving the welfare and prosperity of the City and its inhabitants; and

WHEREAS, In furtherance of the aforesaid public purposes, the City desires to issue not to exceed \$102,000,000 aggregate principal amount of its Gas Supply Revenue Bonds, 1993 Series (The Peoples Gas Light and Coke Company Project) (the "Bonds") in one or more series at one or more times, not later than December 31, 1994, in order to finance the cost of the Project as aforesaid; and

WHEREAS, The Bonds will be issued pursuant to one or more Indentures of Trust or Supplements thereto (collectively, the "Indenture") to be dated as of the first day of the month during which the Bonds are issued and to be between the City and such party as shall be designated in the Indenture to act as trustee thereunder (the "Trustee"), and the proceeds of the issuance and sale of the Bonds will be loaned by the City to the Company to finance the cost of the Project pursuant to one or more Loan Agreements or Supplements thereto (collectively, the "Loan Agreement") to be dated the same date as the related Indentures and to be between the City and the Company; and

WHEREAS, The City desires to sell the Bonds to an underwriting syndicate or selling group managed by Goldman, Sachs & Co., and such other underwriters (collectively, the "Underwriters") as may be identified in one or more Contracts of Purchase (the "Contract of Purchase") to be dated the date of execution thereof and to be among the City, the Company and the Underwriters; and

WHEREAS, The Company will pay to the City a financing fee for issuing the Bonds, to be determined in accordance with the Contract of Purchase, and to pay all out-of-pocket expenses of the City in that connection; and

WHEREAS, The Bonds will utilize a portion of the City's unused "volume cap" (within the meaning of Section 146 of the Code) for calendar years 1991 and 1992 and will not require an allocation of the City's volume cap for calendar year 1993; now, therefore,

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

SECTION 1. Authorization Of And Security For The Bonds. The City is hereby authorized to issue and sell not to exceed \$102,000,000 aggregate principal amount of the Bonds in one or more series and at one or more times, not later than December 31, 1994, to the Underwriters as provided in the Contract of Purchase, as executed, at purchase prices of not less than 97% of the principal amount thereof plus accrued interest, if any, to the date of purchase for the purpose of providing funds to pay all or a portion of the costs of acquiring, constructing, installing and improving the Project and costs of issuing the Bonds and other costs related to the financing of the Project and interest on the Bonds during the period of acquisition, construction, installation and improvement of the Project. Receipt by the Trustee of payment for the Bonds shall constitute payment to the City of the purchase price for the Bonds.

The Bonds shall be issuable only as fully registered Bonds without coupons in the denomination of \$5,000 and any integral multiple thereof. Unless the City shall otherwise direct, the Bonds shall be lettered R and shall be numbered separately from 1 upward. The Bonds shall be dated, except as otherwise provided in the related Indenture, as of the first or the fifteenth day of the month during which the Bonds are issued or the preceding month. The Bonds shall mature as provided in the related Indenture, but not later than thirty-five years from their issue date. Interest on the Bonds shall be payable semiannually.

The Bonds of each series shall bear interest from their issue date for periods (each a "Rate Period") of from one day up to 270 days, or one year or integral multiples thereof up to the number of years until the final maturity of such Bonds, in each case at a rate not in excess of twenty percent (20%) per annum, with the length of the initial Rate Period for each series of Bonds and the rate to be borne by such Bonds for such initial Rate Period to be determined by the Mayor or the City Comptroller prior to the issuance of such Bonds after consultation with the Underwriters and the Company. Any such series of Bonds may bear interest at a single fixed interest rate for a single Rate Period until maturity (in which case the initial Rate Period for such Bonds shall terminate on the maturity date of such Bonds), or may bear interest for each Rate Period after the initial Rate Period (each such Rate Period after the initial Rate Period to be of a length equal to from one day to 270 days or one year or any integral multiple thereof as provided in the related Indenture) at a rate (the "Adjusted Interest Rate") equal to that rate which, in the judgment of the Remarketing Agent (the "Remarketing Agent") serving as such under the related Indenture, would produce as

nearly as possible a par bid for such Bonds in the secondary market on the first day of such Rate Period.

Notwithstanding the foregoing, the Adjusted Interest Rate for any series of Bonds shall not exceed twenty percent (20%) per annum.

The Bonds shall be subject to mandatory and optional redemption as provided in the related Indenture.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the City payable solely from the amounts payable (the "Revenues") by the Company pursuant to the Loan Agreement, including amounts payable on the first and refunding mortgage bonds (the "First Mortgage Bonds") to be issued by the Company to evidence its obligation to repay the loan of the proceeds of the Bonds (except as provided in the Indenture and the Loan Agreement to the extent paid out of moneys attributable to the Bonds proceeds of the income from the temporary investment thereof) and shall be a valid claim of the respective owners thereof only against the Bond Fund under the Indenture and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture and the Loan Agreement. No owner of any of the Bonds shall have the right to compel any exercise of the taxing power of the City to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision.

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

After consultation with the Underwriters and the Company, the Mayor and the City Comptroller of the City are hereby authorized and directed to fix the aggregate principal amount of the Bonds, the aggregate principal amount of the Bonds of each series, the designation of each series of the Bonds, the dated date of the Bonds of each series, the date of issuance of each series of Bonds, the maturity date or dates of each series of the Bonds, the redemption provisions applicable to each series of the Bonds, the initial interest rate or rates to be borne by each series of the Bonds and the initial Rate Periods during which such rates are to be applicable, the tender provisions applicable to each series of the Bonds and the sale price. The

execution of the Bonds of any series by the Mayor or the City Comptroller of the City shall constitute conclusive evidence of such officer's fixing of the aforesaid provisions.

The City Council hereby finds that the issuance and sale of the Bonds to finance the costs of acquiring, constructing, installing and improving the Project will further the public purposes of the City as recited in the preamble of this ordinance.

SECTION 2. Authorization of Indentures. The Indenture, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council, under which the City shall pledge and assign certain of its rights under the Loan Agreement to the Trustee for the benefit of the owners of the Bonds upon the terms and conditions as set forth in said form of Indenture, submitted to and reviewed by the City Council on the date hereof, is hereby approved, and the Mayor or the City Comptroller is hereby authorized to execute and deliver the Indenture on behalf of the City with such changes therein as the Mayor or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 3. Authorization of Loan Agreements. The Loan Agreements, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council, under which the City shall loan the proceeds of the Bonds to the Company to be used to defray the costs of the Project upon the terms and conditions as set forth in said form of Loan Agreement, submitted to and reviewed by the City Council on the date hereof, is hereby approved, and the Mayor or the City Comptroller is hereby authorized to execute and deliver the Loan Agreement with such changes therein as the Mayor or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 4. Authorization of Contracts of Purchase. The Contract of Purchase, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council, under which the City agrees to sell the Bonds to the Underwriters upon the terms and conditions as set forth in said form of Contracts of Purchase, submitted to and reviewed by the City Council on the date hereof, is hereby approved, and the Mayor or the City Comptroller is hereby authorized to execute and deliver the Contracts of Purchase, with the concurrence of the Chairman of the Committee on Finance of the City, with such changes therein as the Mayor or the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the City shall deem advisable, including amendments to accommodate a selling group, the signatures of such officers being conclusive evidence of such approval.

SECTION 5. Authorization of Official Statement. Distribution of a Preliminary Official Statement or Preliminary Official Statements and a

Final Official Statement or Final Official Statements in connection with the offering of the Bonds for sale is hereby authorized and approved.

SECTION 6. Approval of Bonds; Execution of Bonds and Documents. The forms of the Bonds set forth in the Indenture presented to this meeting, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture (as executed) or the ordinance be, and the same hereby are, approved, and when the same shall be executed on behalf of the City in the manner contemplated by the Indentures and this ordinance they shall represent the approved forms of the Bonds of the City. The Mayor or the City Comptroller of the City is hereby authorized and directed to cause the Bonds to be prepared in the forms now before this meeting and hereby approved subject to appropriate insertion and revisions in order to comply with the provisions of the Indentures (as executed) and this ordinance. The Bonds shall be executed in the name of the City with the manual or facsimile signature of the Mayor or the City Comptroller and shall be attested with the manual or facsimile signature of the City Clerk and the corporate seal of the City or facsimile thereof shall be imprinted or impressed on each Bond. The Mayor, the City Comptroller or the City Clerk of the City is hereby authorized and directed to deliver the Bonds to the Trustee for authentication, as so executed, for and on behalf of, and as the act and deed of, the City in the manner provided in the Indenture, as executed, and the Trustee is hereby required to authenticate the Bonds in accordance with the Indenture.

If any of the officers who shall have signed or sealed any of the Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the City, although at the nominal date of such Bonds any such person shall not have been such officer of the City.

SECTION 7. Information Return for Private Activity Bond Issues on Form 8038. The Mayor or the City Comptroller of the City is hereby authorized and directed to cause to be prepared an Information Return for Private Activity Bond Issues on Form 8038 with respect to the Bonds and to execute such Form 8038 and to file or cause such Form 8038 to be filed with the Internal Revenue Service, all in accordance with the provisions of Section 149(e) of the Code, and proposed Treasury Regulation Section 1.49(e)-1T, any such Form 8038 to be based upon information the accuracy of which has been certified by the Company.

SECTION 8. Appointment of the Remarketing Agent. If and to the extent the Bonds bear interest at an Adjusted Interest Rate, Goldman, Sachs & Co. is hereby appointed as the initial Remarketing Agent under the

Indenture. The Mayor or the City Comptroller of the City is hereby authorized to act on behalf of the City in connection with the replacement of the Remarketing Agent as provided in the Indenture.

SECTION 9. Further Authority. The Mayor or City Comptroller of the City is hereby authorized and directed to execute and deliver a certificate or certificates to substantiate the conclusion that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, such certificate or certificates to be based upon information the accuracy of which has been certified by the Company. The City shall, and the officers and agents of the City are hereby authorized and directed to take such action and execute such other documents, financing statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indenture, the Loan Agreement and the Contract of Purchase, as executed, and all acts and doings of the officers of the City which are in conformity with the purposes and intent of this ordinance and in furtherance of the issuance and sale of the Bonds and the financing of the Project shall be, and are hereby in all respects, authorized, approved and confirmed.

SECTION 10. Volume Cap. As provided in Section 146(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the portion of the excess "volume cap" (within the meaning of Section 146 of the Code) of the City for calendar years 1991 and 1992 for which a carryforward election was made for the purpose of issuing "exempt facility bonds" under Section 142(a)(8) of the Code in the aggregate amount of \$102,000,000 (the "Local Furnishing Carryforward"), will be used in the order of the calendar years in which they arose. Accordingly, since the City has not issued "exempt facility bonds" under Section 142(a)(8) of the Code since May 10, 1990, all of the Local Furnishing Carryforward is available for allocation to the Bonds and the Bonds will not be taken into account in determining the City's available "volume cap" for calendar year 1993 or any calendar year thereafter.

SECTION 11. Tefra Notice. The publication on behalf of the City of notice of public hearing, and the conduct of such public hearing by the Committee on Finance of the City, as contemplated by Section 147(f)(2) of the Code, is hereby authorized and approved.

SECTION 12. Severability. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 13. Inconsistent Ordinances, Resolutions and Orders. To the extent that any ordinances, resolutions and orders, or parts thereof, conflict with the provisions of this ordinance, the provisions of this ordinance shall control.

SECTION 14. Ordinance Irrepealable. After the Bonds of any series are issued, this ordinance shall be and remain irrepealable, until such Bonds and the premium, if any, and interest thereon shall have been fully paid, cancelled and discharged.

SECTION 15. Quarterly Reports From Peoples Gas. Within sixty (60) days after the end of each calendar quarter during which the Company is acquiring, constructing, installing and improving the facilities that constitute the Project, the Company shall submit a report (the "Quarterly Report") to the Committee on Finance of the City Council of the City of Chicago. In the Quarterly Report, the Company shall state the amount of the Company's expenditures in connection with the Project during the preceding calendar quarter and shall describe to the extent practicable the work performed on the Project during the preceding calendar quarter, the location of such work within the City and the participation by minority individuals and minority-owned firms in such work.

SECTION 16. Effective Date. This ordinance shall be in full force and effect upon its passage and approval as by law provided.

Loan Agreement, Indenture of Trust (fixed rate), Indenture of Trust (multi-modal) and Contract of Purchase attached to this ordinance read as follows:

Loan Agreement

Dated As Of _____ 1, 199____.

By And Between

City Of Chicago, Illinois

And

The Peoples Gas Light and Coke Company.

The amounts payable to the City of Chicago, Illinois (other than amounts payable under Sections 5.3 and 6.4 hereof and its rights to receive notices and give or withhold consents in accordance with the provisions hereof) and certain other rights of the Issuer under this Loan Agreement have been pledged and assigned to The First National Bank of Chicago, as Trustee under the Indenture of Trust dated as of _____ 1, 199____ from the City of Chicago, Illinois.

This Loan Agreement dated as of _____ 1, 199____, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter sometimes referred to as the "Issuer"), and The Peoples Gas Light and Coke Company, a corporation organized and existing under the laws of the State of Illinois (hereinafter sometimes referred to as the "Company").

Witnesseth:

Whereas, The Issuer 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, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, By ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer proposed to issue under an Indenture of Trust \$ _____ aggregate principal amount of its Gas Supply Revenue Bonds, 199____ Series ____ (The Peoples Gas Light and Coke Company Project) (the "Bonds"), and to use the net proceeds thereof to make a loan to the Company for the purpose of financing a portion of the costs of acquiring, constructing and improving certain gas supply facilities wholly within the corporate boundaries of the Issuer, as such facilities are described in Exhibit A hereto;

Now, Therefore, In consideration of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

Article I.

Definitions.

The following terms shall have the meanings specified in this Article unless the context requires otherwise. The singular shall include the plural and the masculine shall include the feminine.

"Agreement" means this Loan Agreement, as from time to time supplemented and amended.

"Authorized Company Representative" means any person or persons who, at the time, shall have been designated as such pursuant to the provisions of Section 3.6 hereof by a written certificate furnished to the

Issuer and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Company by its Chairman of the Board, its President, any Executive Vice President, any Vice President, its Secretary and Treasurer, any Assistant Secretary, its Treasurer or any Assistant Treasurer. Such certificate may designate an alternate or alternates.

"Authorized Issuer Representative" means the Mayor, City Comptroller or any person at the time designated to act on behalf of the Issuer by a written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor. Such certificate shall designate an alternate or alternates.

"Bondholder" or "Owner" or "Owner of Bonds" or "Registered Owner" or "holder" means the Person or Persons in whose name or names a Bond shall be registered on the books of the Issuer maintained by the Trustee in accordance with the terms of the Indenture.

"Bond Counsel" means an attorney at law or a firm of attorneys (who is of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Fund" means the Bond Fund created by Section 602 of the Indenture.

"Bonds" means the \$_____ aggregate principal amount of Gas Supply Revenue Bonds, 199__ Series __ (The Peoples Gas Light and Coke Company Project) identified in Section 201 of the Indenture.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in the city where the principal corporate trust office of the Trustee is located are authorized by law or executive order to close (and the Trustee is in fact closed).

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

"Company" means The Peoples Gas Light and Coke Company, the party of the second part hereto, and any surviving, resulting or transferee corporation as permitted under Section 5.1 hereof.

"Completion Date" means the date of completion of the acquisition, construction and improvement of the Project as that date shall be certified as provided in Section 3.4 hereof.

"Construction Fund" means the Construction Fund created by Section 606 of the Indenture.

"Construction Period" means the period between the beginning of construction of the Project or the date on which Bonds are delivered to the initial purchaser thereof, whichever is earlier, and the Completion Date.

"Cost" or "Costs" means any reasonable or necessary cost incidental to the Acquisition, construction and improvement of the Project. Without limiting the generality of the foregoing, such costs, to the extent permitted, may include the items listed in subparagraphs (i) through (vi) of Section 3.3(b) hereof.

"Counsel" means an attorney at law or a firm of attorneys (who may be an employee of or counsel to the Issuer or the Company) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Exempt Facilities" means facilities which (i) constitute land or property of a character subject to depreciation under Section 167 of the Code and (ii) qualify as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Code.

"Financing Statement" shall mean a financing statement or continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State of Illinois or such other jurisdiction the laws of which are applicable.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series __, issued pursuant to the Series __ First Mortgage Supplemental Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Illinois Merchants Trust Company (succeeded by Continental Bank, National Association), as trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series __ First Mortgage Supplemental Indenture.

"First Mortgage Trustee" means Continental Bank, National Association, as Trustee under the First Mortgage Indenture, or its successor as such trustee.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole.

"Indenture" means the Indenture of Trust of even date herewith, by and between the Issuer and The First National Bank of Chicago, as Trustee, including any indenture supplemental thereto or amendatory thereof.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties or functions of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the approval of the Company, by notice to the Company and the Trustee.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

"Plans and Specifications" means the plans and specifications describing the Project as may be amended by the Company from time to time.

"Project" means the land, structures, machinery, equipment, systems or processes, or any portion thereof, described in Exhibit A hereto, as said Exhibit A may from time to time be amended.

"Project Certificate" means the certificate of the Company relating to, among other things, the use of the proceeds of the Bonds and the expected economic life of the Project, delivered concurrently with the issuance of the Bonds, with respect to certain facts which are within the knowledge of the Company, to enable Bond Counsel to determine that interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under applicable provisions of the Code.

"Qualified Costs of Construction" means those costs of acquiring, constructing and improving the Project which (i) are incurred after _____, 199__, for Exempt Facilities and (ii) are properly chargeable to the Project's capital account for federal income tax purposes or will be so chargeable either with a proper election by the Company under the Code or but for a proper election by the Company to deduct such amounts.

"S. & P." means Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the approval of the Company, by notice to the Trustee and the Company.

"Series __ First Mortgage Supplemental Indenture" means the Supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"Tax Agreement" means the Tax Exemption Certificate and Agreement by and among the Issuer, the Company and the Trustee dated as of the date of issuance and delivery of the Bonds to the initial purchasers thereof, as from time to time amended and supplemented.

"Trustee" means the trustee and/or the co-trustee at the time serving as such under the Indenture.

All other terms used herein which are defined in the Indenture shall have the same meanings assigned them in the Indenture unless the context otherwise requires.

Article II.

Representations.

Section 2.1 Representations By The Issuer.

The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population of more than 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution. Pursuant to its power as a home rule unit of government, the Issuer has the power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of the governing body of the Issuer, the Issuer has been duly authorized to execute and deliver this Agreement and the Indenture, and to issue and sell the Bonds.

(b) To finance a portion of the cost of the Project, the Issuer proposes to issue its Bonds in the amount and having the terms and conditions specified in the Indenture.

(c) The Bonds will be issued under the Indenture and will mature, bear interest, be redeemable and have the other terms and provisions set forth in the Indenture. The Issuer's interest in the Agreement (except its rights under Sections 5.3 and 6.4 hereof) and the First Mortgage Bonds will be pledged and assigned to the Trustee pursuant to Section 4.5 hereof in

order to secure payment of and to pay the principal of, premium, if any, and interest on the Bonds.

(d) The Issuer has not and will not pledge its interest in this Agreement other than to secure the Bonds.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) When executed by the officers of the Issuer, this Agreement will constitute a valid, binding and enforceable obligation of the Issuer.

(g) The Issuer is not in default under any of the provisions of the laws of the State of Illinois which would affect its existence or its powers referred to in the preceding subsection (a).

(h) Under existing statutes and decisions, no taxes on income or profits are imposed on the Issuer.

(i) No member of the governing body of the Issuer, nor any other officer of the Issuer, has any material interest, financial, employment or other, in the Company or in the transactions contemplated hereby.

Section 2.2 Representations By The Company.

The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly incorporated and in good standing under the laws of the State of Illinois. The Company has corporate power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement, the First Mortgage Supplemental Indenture and the First Mortgage Bonds.

(b) Neither the execution and delivery of this Agreement, the First Mortgage Supplemental Indenture or the First Mortgage Bonds, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, the First Mortgage Supplemental Indenture or the First Mortgage Bonds, conflict with or will result in a breach of or constitute a default under any of the terms, conditions or provisions of the Charter or Bylaws of the Company, or any agreement or instrument to which the Company is now a party or by which it is bound, or constitute a default

under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement other than the First Mortgage Indenture.

(c) The Project is and will be located wholly within the corporate boundaries of the Issuer.

(d) The property comprising the Project constitutes and will constitute either (i) property of a character subject to the allowance for depreciation under Section 167 of the Code or (ii) land.

(e) At least 95% of the net proceeds from the Bonds (within the meaning of Section 142(a) of the Code will be used to provide Exempt Facilities, and such costs are properly chargeable to the Project's capital account for federal income tax purposes and such costs will be so charged or, if not so charged, will be so chargeable either with a proper election by the Company under the Code or but for a proper election by the Company to deduct such amounts.

(f) Acquisition, construction and improvement of the Project commenced after _____, 199__, the date on which the Issuer took official action toward the issuance of the Bonds. No portion of the Project has been placed in service as of the date hereof.

(g) The statements, information and descriptions contained in the Project Certificate are true, correct and complete, and do not contain any untrue statement or misleading statement of a material fact, and do not omit to state a material fact required to be stated therein or necessary to make the statements, information and descriptions contained therein, in the light of the circumstances under which they were made, not misleading, and the estimates and the assumptions contained in the Project Certificate are reasonable and based on the best information available to the Company.

Article III.

Acquisition And Completion Of The Project; Issuance Of The Bonds.

Section 3.1 Agreement To Acquire, Construct And Install The Project.

The Company covenants and agrees that it will acquire, construct and improve the Project. The Company may supplement or amend the description of the Project (including additions thereto or omissions

therefrom) at any time, provided that (a) no such supplement or amendment shall substantially change the description of the Project set forth in Exhibit A unless an Authorized Issuer Representative shall have consented thereto in writing, which consent shall not be unreasonably withheld, and (b) there shall be filed with the Issuer and the Trustee the written approving opinion of Bond Counsel to the effect that such supplement or amendment will not (i) result in the inclusion of interest on any Bond in the gross income of the owner thereof for federal income tax purposes, or (ii) change the status of the Project as Exempt Facilities. In the event of a supplement or amendment to the description of the Project, the Issuer and the Company shall revise Exhibit A to this Agreement to reflect such supplement or amendment.

Subject to the force majeure provisions of Section 6.1 hereof, the Company agrees to make all reasonable efforts to cause the acquisition, construction and improvement of the Project to be completed as soon as may be practicable. For such acquisition, construction and improvement which commence prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose, which advances may be reimbursed from the Construction Fund to the extent permitted by Section 3.3 hereof. Nothing contained in this Section shall relieve the Company from making the payments required to be paid pursuant to Section 4.3 hereof.

Section 3.2 Agreement To Issue Bonds; Application Of Bond Proceeds.

In order to provide funds to finance a portion of the costs of acquisition, construction and improvement of the Project provided for in Section 3.1 hereof, the Issuer agrees that it will sell and cause to be delivered to the purchasers thereof \$_____ aggregate principal amount of the Bonds having the terms specified in the Indenture. Upon receipt of the net proceeds from such sale the Issuer will (a) pay to the Trustee for deposit and the Trustee shall deposit in the Bond Fund a sum equal to the amount required to be so deposited pursuant to Section 603 of the Indenture, and (b) pay to the Trustee for deposit and the Trustee shall deposit in the Construction Fund the balance of the proceeds received from said sale. The Company covenants and agrees that it has or will obtain all governmental permits and orders necessary to acquire, construct and install the Project. The Project is or, upon its acquisition, construction and installation, will be the property of the Company.

Section 3.3 Disbursements From The Construction Fund.

(a) The Issuer has, in the Indenture, authorized and directed the Trustee to disburse the moneys from the Construction Fund, as directed by the Company, to pay any cost of the Project as described in Section 3.3(b) hereof. Except for transfers into the Bond Fund in accordance with Section 3.4

hereof, each of the disbursements from the Construction Fund shall be made upon receipt by the Trustee of a written order signed by the Authorized Company Representative certifying:

- (i) the requisition number;
- (ii) the portion of the Project to which the payment relates;
- (iii) the payee, which may be the Trustee in the case of a requisition for the payment of interest on the Bonds, and which may be the Company in the case of (a) work performed by the personnel of the Company or (b) reimbursement for payments advanced by the Company for the Project;
- (iv) the amount;
- (v) that the payment is due, is a proper charge against the Construction Fund and has not been the basis for any previous withdrawal from the Construction Fund;
- (vi) that the payment of such requisition will not result in less than 95% of the net proceeds of the Bonds (within the meaning of Section 142(a) of the Code) expended or to be expended pursuant to such requisition being considered as having been used for Qualified Costs of Construction;
- (vii) if payment is a reimbursement to the Company for costs or expenses of the Company incurred by reason of work performed or supervised by officers or employees of the Company, that the amount to be paid does not exceed the actual cost thereof to the Company and does not include any profit to the Company;
- (viii) as of the date of such requisition, no event of default, and no event or condition which, with the passage of time or the giving of notice or both, would constitute an event of default, exists and is continuing under this Agreement.

Interest on the Bonds during construction and legal, consulting and any Bond issuance expenses shall be set forth separately in any requisition requesting payment therefore.

At the request of the Company and pursuant to procedures established by the Trustee, the Trustee may accept an oral communication from the Authorized Company Representative requesting disbursement of moneys in the Construction Fund, which oral communications shall be promptly confirmed to the Trustee by a written order signed by the Authorized Company Representative.

(b) Moneys in the Construction Fund shall be used (subject to the provisions of Section 3.7 hereof) for the purposes permitted by this Agreement and the Indenture, including, but not limited to, the following:

(i) Payment of (A) the initial or acceptance fee of the Trustee and any paying agent under the Indenture and of the First Mortgage Trustee and any paying agent under the First Mortgage Indenture, (B) the legal, financial, accounting, bond rating and issuance fees and expenses incurred in connection with the authorization, sale and issuance of the Bonds, (C) fees and expenses of the Issuer, Issuer's counsel and Issuer's advisors, and deposits required by the Issuer as a condition to the issuance of the Bonds, (D) the printing and engraving costs incurred in connection with the authorization, sale and issuance of the Bonds, (E) costs and expenses associated with the execution and filing of the Indenture, (F) costs and expenses of the Company associated with the preparation of this Agreement and the Indenture and all other documents in connection therewith, and (G) fees and expenses of the Tender Agent.

(ii) Payment to the Company of such amounts as shall be necessary to reimburse the Company in full for all advances and payments made or costs incurred prior to or after the execution of this Agreement for expenditures in connection with the preparation of Plans and Specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof), the acquisition, construction and improvement of the Project and all real or personal property deemed necessary in connection with the Project, or any one or more of said expenditures (including architectural, engineering and supervisory services with respect to any of the foregoing).

(iii) Payment or reimbursement to the Company for labor, services, materials and supplies used or furnished in site improvement; for the costs of the acquisition, construction and improvement of the Project; for the cost of all real or personal property deemed necessary in connection with the Project; and for the miscellaneous expenses incidental to any of the foregoing.

(iv) Payment or reimbursement to the Company of the fees, if any, for architectural, engineering and supervisory services with respect to the Project with the approval of the Authorized Company Representative.

(v) Payment or reimbursement to the Company of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any contract relating to the Project.

(vi) Payment into the Bond Fund of any amount which may be necessary to pay the interest to accrue on the Bonds, or on any other specific borrowing from any unaffiliated person and related to the Project, or reimbursement of the Company for any payments for such purpose, during the Construction Period.

(c) The Company shall cause the communications and written orders specified in paragraph (a) of this Section 3.3 to be made and submitted to the Trustee as may be necessary to effect payments out of the Construction Fund in accordance with this Section 3.3. In making any such payment from the Construction Fund, the Trustee may rely on any such communications and written orders delivered to it pursuant to this Section 3.3, and the Trustee shall be relieved of all liability with respect to making such payments in accordance with such communications and written orders.

Section 3.4 Establishment Of Completion Date.

The Completion Date shall be evidenced to the Trustee and the Issuer by a certificate signed by the Authorized Company Representative (i) stating that, except for amounts retained by the Trustee for Costs not then due and payable or the liability for which the Company is contesting, acquisition, construction and improvement of the Project has been substantially completed to the satisfaction of the Company and all labor, services, materials and supplies used in such construction have been paid for and (ii) certifying that all of the information contained in the communications and written orders submitted to the Trustee pursuant to Section 3.3 hereof is true, correct and complete.

Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Upon delivery by the Authorized Company Representative of the above-mentioned certificate evidencing completion of the Project, the Trustee shall retain in the Construction Fund a sum equal to the amounts necessary for payment of the Cost of the Project not then due and payable or the liability for which the Company is contesting as set forth in said certificate. Any amount not to be retained in the Construction Fund for payment of such costs, and all amounts so retained but not subsequently used and for which notice of such failure of use has been given by the Company to the Trustee, shall be transferred by the Trustee into the Bond Fund; provided, however, that no amount shall be transferred into the Bond Fund unless at least 95% of the net proceeds of the Bonds (within the meaning of Section 142(a) of the Code) have been used for Qualified Costs of Construction. In the case where no amount shall be transferred into the Bond Fund as hereinabove provided, any amount (exclusive of amounts retained by the Trustee in the Construction Fund for payment of any Cost of the Project not then due and payable or the liability for which the Company is contesting) remaining in the Construction Fund shall be segregated by the Trustee and used by the Trustee, at the direction of the Authorized Company Representative, (a) to redeem Bonds on the earliest redemption date permitted by the Indenture for which no prepayment premium or penalty pertains, or, at the option of

the Company, at an earlier redemption date, (b) to purchase Bonds on the open market prior to such redemption date (provided that, if the Bonds are purchased at an amount in excess of the principal amount thereof, the Company shall pay such excess out of other funds) for the purpose of cancellation, or (c) for any other purpose, provided that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under applicable Illinois law and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any of the Bonds. Until used for one or more of the foregoing purposes, such segregated amount may be invested as permitted by Section 3.7 hereof, but may not be invested, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from federal income taxation of interest on any of the Bonds, to produce a yield on such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Bonds, computed in accordance with Section 148 of the Code. The Issuer agrees to cooperate with the Trustee and take all required action necessary to redeem the Bonds or to accomplish any other purpose contemplated by this Section 3.4. To the extent that Revenue Procedure 79-5, as amplified by Revenue Procedure 81-22, of the Internal Revenue Service is applicable to the Bonds, the Company agrees to comply therewith.

Section 3.5 Company Required To Pay Costs In Event Construction Fund Insufficient.

In the event the moneys in the Construction Fund available for payment of Costs of the Project should not be sufficient to pay the costs thereof in full, the Company agrees to pay or cause to be paid directly such costs, or to deposit in the Construction Fund moneys sufficient to pay such costs as may be in excess of the moneys available therefor in the Construction Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund and which, under the provisions of this Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all such costs which will be incurred in that connection. The Company agrees that if after exhaustion of the moneys in the Construction Fund, the Company should pay, or deposit moneys in the Construction Fund for the payment of, any portion of the Costs of the Project pursuant to the provisions of this Section 3.5, it shall not be entitled to any reimbursement therefor from the Issuer, or from the Trustee or from the owners of any of the Bonds, nor shall it be entitled to any diminution of the amounts payable under Section 4.3 hereof.

Section 3.6 Authorized Company Representative.

Prior to or concurrently with the initial sale of the Bonds the Company shall appoint the Authorized Company Representative for the purpose of taking all actions and making all certificates required to be taken and made

by the Authorized Company Representative under the provisions of this Agreement, and may appoint alternate Authorized Company Representatives to take any such action or make any such certificate if the same is not taken or made by the Authorized Company Representative. In the event any of said persons, or any successor appointed pursuant to the provisions of this Section 3.6, should resign or become unavailable or unable to take any action or make any certificate provided for in this Agreement, another Authorized Company Representative or alternate Authorized Company Representative shall thereupon be appointed by the Company. If the Company fails to make such designation within ten days following the date when the then incumbent resigns or becomes unavailable or unable to take any of said actions, the Treasurer of the Company shall serve as the Authorized Company Representative.

Whenever under the provisions of this Agreement the approval of the Company is required or the Issuer is required to take some action at the request of the Company, such approval or such request shall be made by the Authorized Company Representative unless otherwise specified in this Agreement and the Issuer or the Trustee shall be authorized to act on any such approval or request and the Company shall have no complaint against the Issuer or the Trustee as a result of any such action taken.

Section 3.7 Investment Of Construction Fund And Bond Fund Moneys Permitted.

Any moneys held as a part of the Construction Fund or Bond Fund, shall, at the direction of the Authorized Company Representative, which direction may be oral, but shall be confirmed in writing, be invested or reinvested by the Trustee in the following investments: (a) any bonds or other obligations which as to principal and interest constitute direct obligations of or are unconditionally guaranteed by the United States of America, (b) obligations of the Federal National Mortgage Association, (c) obligations of the Federal Intermediate Credit Corporation, (d) obligations of Federal Banks for Cooperatives, (e) certificates of deposit issued by, bankers' acceptances or debt obligations of, and interest-bearing accounts in, commercial banks, including the Trustee and banks domiciled outside the United States of America, which have assets of at least \$15,000,000,000, (f) prime commercial paper, (g) obligations of Federal Land Banks, (h) obligations of Federal Home Loan Banks, (i) obligations of the Government National Mortgage Association, (j) debt obligations of domestic corporations which are rated at least A-1 (or its equivalent) by S. & P. or P-1 (or its equivalent) by Moody's, (k) repurchase agreements secured by any of the obligations set forth under (a) through (d) and (g) through (i) above, or (l) any other investments to the extent then permitted by law. The Company shall not direct the Trustee to make any investments other than those permitted by law.

Any such securities may be purchased at the offering or market price thereof at the time of such purchase. Such investments shall mature in such amounts and at such times, or shall be readily marketable prior to their maturities, as the Company may direct.

The Trustee may make any and all such investments through its own bond department. Any interest accruing on or profit realized from the investment of any moneys held as part of the Bond Fund shall be credited to the Bond Fund. Any loss resulting from such investment shall be charged to the Bond Fund, and the Company shall promptly replenish the Bond Fund to the extent of any such loss. Any interest accruing on or profit realized from the investment of any moneys held as part of the Construction Fund shall be credited to the Construction Fund. Any loss resulting from such investment shall be charged to the Construction Fund.

For the purposes of Section 3.7, any interest-bearing deposits, including certificates of deposit, issued by or on deposit with the Trustee, shall be deemed to be investments and not deposits.

Section 3.8 Covenants And Representations With Respect To Arbitrage.

The Issuer, to the extent it has any control over the use of Bond proceeds, and the Company represent and warrant that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, and the regulations promulgated under such Section. The Company further represents that to the best knowledge and belief of the Company, there are no facts or circumstances that would materially change the foregoing. The Issuer represents that the Internal Revenue Service has not notified the Issuer that its certifications may not be relied upon for purposes of establishing that bonds of the Issuer are not arbitrage bonds.

The Issuer and the Company covenant and certify to each other and to and for the benefit of the purchasers of the Bonds that no use will be made of the proceeds from the issue and sale of the Bonds which will cause the Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code. Pursuant to such covenant, the Issuer and the Company obligate themselves to comply throughout the term of the issue of the Bonds with the requirements of Section 148 of the Code, and regulations promulgated thereunder. All of the representations, warranties and covenants of the Issuer and the Company contained in the Tax Agreement are incorporated herein by reference with the same force and effect as if set out in full herein.

Article IV.

Loan And Provisions For Payment.

Section 4.1 Loan.

In order to finance a portion of the Cost of the Project, the Issuer shall loan the proceeds received from the sale of the Bonds to the Company and cause such proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed in accordance with Section 3.3 hereof.

To repay such loan, the Company agrees to make all payments when due on the First Mortgage Bonds and all payments provided under Section 4.3 hereof.

Section 4.2 First Mortgage Bonds.

Concurrently with the authentication and delivery by the Issuer of the Bonds, the Company shall execute and deliver to the Issuer its First Mortgage Bonds in order to evidence and secure its obligation to repay the loan referred to in Section 4.1 hereof. Each such First Mortgage Bond issued with respect to the Bonds will be in substantially the form set forth in the First Mortgage Indenture, and the First Mortgage Bonds will be in substantially the same form with necessary and appropriate variations, omissions and insertions as permitted and required by this Agreement and the First Mortgage Indenture, and the First Mortgage Bonds will:

- (a) be initially issued in a principal amount equal to the aggregate principal amount of the Bonds;
- (b) provide for payments of interest on the unpaid balance thereof equal to the payments of interest on the Bonds;
- (c) contain provisions in respect of the payment of principal, whether at maturity, by redemption or acceleration, corresponding to the payment provisions of the Bonds;
- (d) require all payments of principal or interest on the First Mortgage Bonds to be made on or prior to the due date for the corresponding payment to be made on the Bonds and in the same coin or currency; and
- (e) otherwise comply with Sections 4.3 and 4.5 hereof.

Section 4.3 Payment Of The Bonds From Payment Of The First Mortgage Bonds And Other Amounts.

Payments, and amounts which are deemed to be payments as hereinafter provided, of principal of, premium, if any, and interest on the First Mortgage Bonds by the Company to the Trustee, as assignee of the Issuer, shall constitute payments of such amounts on the loan under Section 4.1 hereof. Principal of, premium, if any, and interest on the Bonds shall be payable from payments made by the Company to the Trustee of principal of, premium, if any, and interest on the First Mortgage Bonds delivered hereunder. Payments of principal of, premium, if any, or interest on the Bonds with moneys in the Bond Fund or in the Construction Fund constituting proceeds from the sale of the Bonds or earnings on investments made under the provisions of the Indenture shall be deemed to be like payments made pursuant to this Section 4.3 and payments with respect to the First Mortgage Bonds. Whenever the Bonds are redeemable in whole or in part, the Issuer will redeem the same upon the request of the Company and the Company covenants and agrees to pay an amount equal to the applicable redemption price of such Bonds as a payment due pursuant to this Section 4.3 and as prepayment of principal of and interest due on the First Mortgage Bonds. Whenever payment or provision therefor has been made in respect of the principal of or interest on all or any portion of the Bonds in accordance with the Indenture (whether at maturity or upon redemption or acceleration), the First Mortgage Bonds shall be deemed paid to the extent such payment or provision therefor has been made and is considered to be a payment of principal or interest on the Bonds. If the Bonds are thereby deemed paid in full, the corresponding First Mortgage Bonds shall be cancelled and returned to the Company. Subject to the foregoing or unless the Company is entitled to a credit under this Agreement or the Indenture, all payments shall be in the full amount required under the First Mortgage Bonds.

If the Company has deposited Government Obligations and obtained the release of First Mortgage Bonds pursuant to Section 802 of the Indenture, and thereafter Bonds become subject to redemption pursuant to Section 301(B)(2) of the Indenture and there are insufficient moneys available under the Indenture to effect such redemption, the Company covenants and agrees to pay to the Trustee for deposit in the Bond Fund any such deficiency amount as is necessary to redeem the Bonds on the date fixed for redemption.

The Issuer, by the terms of the Indenture, shall require the Trustee to notify in writing the person or institution then serving as First Mortgage Trustee under the First Mortgage Indenture, of all payments or credits with respect to the First Mortgage Bonds.

Section 4.4 No Defense Or Set-Off.

The obligations of the Company to make the payments required under the First Mortgage Bonds and, with respect to premium on the Bonds required under Section 4.3 hereof, shall be absolute and unconditional without defense, recoupment or set-off by reason of any default by the Issuer under this Agreement or under any other agreement between the Company and the Issuer or for any other reason, including, without limitation, failure to complete the Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, condemnation, failure of title, or commercial frustration of purpose, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation to the Company, whether or not arising out of or connected with this Agreement, it being the intention of the parties that the payments required by the First Mortgage Bonds and, with respect to premium on the Bonds required under Section 4.3 hereof will be paid in full when due without any delay or diminution whatsoever.

Section 4.5 Assignment Of Issuer's Rights.

As security for the payment of the Bonds, the Issuer will, concurrently with the issuance of the Bonds, pledge and assign to the Trustee the Issuer's rights under this Agreement (except the right to receive payments, if any, under Sections 5.3 and 6.4 hereof), including the right of the Issuer to receive the First Mortgage Bonds and the right to receive payments thereunder and hereby covenants and agrees with the Company to pledge, assign and deliver the First Mortgage Bonds issued pursuant to Section 4.2 hereof to the Trustee. The Issuer directs the Company, and the Company agrees to pay to the Trustee at its principal corporate trust office, all payments on the First Mortgage Bonds and other payments due and payable to the Trustee hereunder. The Company will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Company and the Trustee or the Issuer.

The Issuer and the Company covenant and agree that the First Mortgage Bonds will at all times be (i) in fully registered (both principal and interest) form; (ii) registered in the name of the Trustee pursuant to the Assignment annexed hereto; (iii) non-transferable except as provided in the First Mortgage Indenture; and (iv) appropriately marked to indicate clearly the restrictions on the transfer thereof imposed by this Agreement.

Section 4.6 Payment Of Purchase Price.

To the extent not otherwise provided for herein, the Company agrees to pay or cause to be paid amounts sufficient to pay the purchase price of any Bond payable pursuant to Article IV of the Indenture.

Article V.

Special Covenants.

Section 5.1 Company To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

The Company agrees that during the term of this Agreement it will maintain its corporate existence and its good standing in the State of Illinois, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with it; provided, however, that the Company may, without violating the agreement contained in this Section 5.1, consolidate with or merge into another corporation or permit one or more corporations to consolidate with it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the resulting, surviving or transferee corporation, as the case may be, irrevocably and unconditionally assumes in writing, by means of an instrument which is reasonably satisfactory to and delivered to the Issuer and the Trustee, and agrees to perform all of the obligations of the Company herein.

Section 5.2 Trustee's And Paying Agent's Fees And Expenses.

The Company agrees to pay to the Trustee until the principal of, premium, if any, and interest on all the outstanding Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the provisions of the Indenture: (i) an amount equal to the reasonable annual fee of the Trustee for the Ordinary Services of the Trustee, as Trustee, rendered and its Ordinary Expenses incurred under the Indenture, as and when the same become due, (ii) the reasonable fees, charges and expenses of the Trustee and any other paying agent on the Bonds for acting as paying agent on the Bonds as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees, charges and expenses of the Trustee for the necessary Extraordinary Services rendered by it and Extraordinary Expenses incurred by it under the Indenture, as and when the same become due.

Section 5.3 Indemnification.

The Company agrees to pay, and to indemnify the Issuer against, any and all liabilities, losses, damages, claims or actions of any nature whatsoever (including all reasonable attorneys' fees and expenses of the Issuer), incurred by the Issuer without bad faith arising from or in connection with

the issuance of the Bonds or the performance or observance by it of the terms and conditions of this Agreement, the Indenture or the Tax Agreement, including, without limitation, (1) any injury to, or the death of, any person or any damage to property on the Project or upon adjoining sidewalks, streets or ways, or in any manner growing out of or connected with the use, nonuse, condition or occupation of the Project or any part thereof or resulting from the condition thereof or of adjoining sidewalks, streets or ways, (2) any other act or event occurring upon or affecting any part of the Project, (3) violation by the Company of any contract, agreement or restriction affecting the Project or the use thereof of which the Company has notice and which shall have existed at the date hereof or shall have been approved by the Company or of any law, ordinance or regulation affecting the Project or any part thereof or the ownership, occupancy or use thereof, (4) liabilities, losses, damages, claims or actions arising out of the offer and sale of the Bonds or a subsequent sale or distribution of any of the Bonds, (5) liabilities, losses, damages, claims or actions arising out of the interest on the Bonds being includable in the gross income of the holders thereof for purposes of federal income taxation, or (6) any warranty, representation or certificate made by the Issuer arising from the issuance of the Bonds. The Company hereby agrees that the Issuer shall not incur any liability to the Company, and shall be indemnified against all liabilities, in exercising or refraining from asserting, maintaining or exercising any right, privilege or power given to the Issuer under the Indenture if the Issuer is acting in good faith and without gross negligence or in reliance upon a written request of the Authorized Company Representative. The covenants of indemnity by the Company contained in this paragraph shall extend to the Issuer, officers, employees, attorneys and agents of the Issuer and shall survive the termination of this Agreement.

The foregoing provisions of this Section 5.3 relate to the Issuer in its capacity as issuer of the Bonds and not to any activities or actions growing out of the performance of the Issuer's other governmental functions.

The Company agrees to pay to, or on behalf of, the Issuer such reasonable costs and expenses as may be incurred by the Issuer in performing its covenants under this Agreement and under the Indenture to the extent not paid from the proceeds of any Bonds.

Section 5.4 Tax Exempt Status Of The Bonds.

The Company covenants and agrees that it has not taken, permitted to be taken or omitted to take and will not take, permit or omit to take, and the Issuer covenants and agrees that it has not taken or omitted to take and will not take or omit to take, any action which results or will result in interest paid on any of the Bonds being included in gross income of the owners of the Bonds for purposes of federal income taxation; provided, however, that such covenant and agreement shall not require either the Company or the Issuer to enter an appearance in or intervene in any administrative, legislative or

judicial proceeding in connection with any changes in applicable laws, rules, regulations, or decisions of any court or administrative agency or other governmental body affecting the taxation of interest on the Bonds; and provided further that neither the Company nor the Issuer shall have violated this covenant if the interest on any of the Bonds becomes includable in federal gross income of a person who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code.

The Company covenants and agrees to notify the Trustee and the Issuer of the occurrence of any event of which the Company has notice and which event would cause any of the Bonds to become subject to redemption pursuant to the Indenture as a result of interest thereon becoming includable for federal income tax purposes in the gross income of any owner thereof.

Section 5.5 Redemption Of Bonds.

If the Company is not in default in the payments under Section 4.2 hereof, the Issuer, upon reasonable assurance from the Company that the Company shall make sufficient funds available, at the request at any time of the Company and if the same are then callable, shall forthwith take all steps that may be necessary under the provisions of the Indenture to effect redemption of all or part of the then outstanding Bonds, as may be specified by the Company, on the redemption date specified by the Company and on which such redemption may be made under such applicable provisions.

Section 5.6 Taxes And Governmental Charges.

The Company will promptly pay, as the same become due, all lawful taxes, assessments and governmental charges of any kind whatsoever including, without limitation, any tax equivalent required by the laws of the State of Illinois or income, profits, property and excise taxes levied or assessed by federal, state or any municipal government upon the Issuer with respect to the Project or any part thereof or any payments under this Agreement. The Issuer agrees to give the Company prompt notice of any such assessments or governmental charges.

The Company may, at its expense and in its own name and behalf or in the name and behalf of the Issuer, if it is a necessary party thereto, in good faith contest any such taxes, assessments and other charges and, in the event of any contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Article VI.

Events Of Default And Remedies.

Section 6.1 Events Of Default Defined.

The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to pay when due amounts sufficient to pay interest on the First Mortgage Bonds and the continuation of such failure for a period of sixty (60) days.

(b) Failure by the Company to pay when due amounts sufficient to pay principal on the First Mortgage Bonds.

(c) Any material breach by the Company of any representation or warranty made in this Agreement or failure by the Company to observe or perform any covenant, condition or agreement on its part to be observed or performed (excluding the covenants, representations or warranties the breach of which results or would result in the mandatory redemption of the Bonds under the Indenture as a result of interest thereon becoming includable for federal income tax purposes in the gross income of any owner thereof), other than as referred to in subsection (a) or (b) of this Section, for a period of sixty (60) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Company by the Trustee or the Issuer, unless (i) the Trustee and the Issuer shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach or failure be such that it can be corrected but not within the applicable period, corrective action is instituted by the Company within the applicable period and diligently pursued until the breach or failure is corrected.

(d) If the Company shall be adjudicated a bankrupt by any court of competent jurisdiction or shall file a voluntary petition in bankruptcy or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due; or if the Company shall consent to the appointment of a receiver or trustee of all or a substantial part of the property subject to the First Mortgage Indenture; or if the Company shall file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, or any other applicable law or statute of the United States of America or of any state thereof; or if the Company shall file a petition to take advantage of any insolvency act; or if, during a period of sixty (60) days following (1) the entry of an order approving a petition of some person other than the Company seeking reorganization of the Company under the federal bankruptcy laws or any

other applicable law or statute of the United States of America or any state thereof, or (2) the appointment of a trustee or a receiver of all or a substantial part of the property subject to the First Mortgage Indenture, such order or appointment of a trustee or receiver shall not be vacated or shall not be stayed on appeal or otherwise or shall not have otherwise ceased to continue in effect; or if judgment for the payment of moneys in excess of the sum of \$100,000 shall be rendered against the Company and such judgment shall remain unsatisfied and execution thereon shall remain unstayed for a period of sixty (60) days after the entry of such judgment or such judgment shall remain unsatisfied for a period of sixty (60) days after the termination of any stay of execution thereon entered within such sixty (60) day period.

(e) Failure by the Company to pay when due amounts sufficient to pay the premium, if any, due on the Bonds.

(f) Failure by the Company to pay or cause to be paid when due amounts sufficient to pay the purchase price of any Bond payable pursuant to Article IV of the Indenture.

The foregoing provisions of Section 6.1(c) are subject to the following limitations: if by reason of force majeure the Company is unable in whole or in part to carry out its agreements on its part herein contained other than the obligations on the part of the Company contained in Sections 4.2, 4.3, 5.2 and 5.3 hereof the Company shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of Illinois or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; volcanic eruptions; fires; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; failure of suppliers; or any other cause or event not reasonably within the control of the Company. The Company agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Company unfavorable to the Company.

Section 6.2 Remedies On Default.

Upon the occurrence of an event of default described in Section 6.1(a) or Section 6.1(b) hereof, the Trustee, as the Issuer's assignee and as holder of the First Mortgage Bonds, shall have the remedies provided in the First Mortgage Indenture for holders of Bonds issued thereunder as set forth in Article X thereof. Any waiver of an event of default under the First Mortgage Indenture which constitutes an event of default under Section 6.1(a) or Section 6.1(b) hereof shall constitute a waiver of an event of default under this Agreement.

Upon the occurrence and continuance of an event of default referred to in Section 6.1 hereof, the Trustee, as assignee of the Issuer, may also take any one or more of the following remedial steps:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Issuer, and require the Company to carry out any agreements with or for the benefit of the owners of the Bonds and to perform its duties under this Agreement and the First Mortgage Bonds; and

(b) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer.

Any amounts collected pursuant to action taken under this Section 6.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), to the Company.

Section 6.3 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer or the Trustee (as assignee of the Issuer) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee (as assignee of the Issuer) to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 6.4 Agreement To Pay Attorneys' Fees And Expenses.

In the event the Company should default under any of the provisions of this Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of the indebtedness hereunder or the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Trustee, the Issuer or, if so directed by the Issuer, to the attorneys for the Issuer the reasonable fee of such attorneys and such other expenses so incurred by or on behalf of the Issuer or the Trustee.

Section 6.5 No Additional Waiver Implied By One Waiver; Consents To Waivers.

In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be effective unless in writing and signed by the party making the waiver. The Issuer shall have no power to waive any default hereunder by the Company without the consent of the Trustee to such waiver. Notwithstanding the foregoing, if, after the acceleration of the maturity of the outstanding Bonds by the Trustee pursuant to Section 902 of the Indenture, all arrears of interest on the outstanding Bonds and interest on overdue installments of interest (to the extent permitted by law) at a rate per annum which is equal to the rate per annum borne by the Bonds in respect of which such default shall have occurred and the principal and premium (if any) on all Bonds then outstanding which have become due and payable otherwise than by acceleration, and all other sums payable under the Indenture, except the principal of and the interest on such Bonds which by such acceleration shall have become due and payable, shall have been paid, all other things shall have been performed in respect of which there was a default, there shall have been paid the reasonable fees and expenses of the Trustee and of the owners of such Bonds, including reasonable attorneys' fees paid or incurred and such event of default under the Indenture shall be waived by the Trustee with the consequence that under Section 902 of the Indenture such acceleration is rescinded, then the Company's default hereunder shall be deemed to have been waived by the Trustee (as assignee of the Issuer) and no further action in accordance with the Indenture or consent by the Trustee or the Issuer shall be required.

Article VII.

Miscellaneous.

Section 7.1 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns, subject, however, to the limitations contained in Section 5.1.

Section 7.2 Execution Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that for purposes of perfecting a lien or security interest in this Agreement by the Trustee, whether under Article 9 of the Uniform Commercial Code of the State of Illinois or otherwise, only the counterpart delivered to, and received by, the Trustee shall be deemed the original.

Section 7.3 Amendments, Changes And Modifications.

Subsequent to the initial issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest and premium, if any, thereon) in accordance with the provisions of the Indenture, this Agreement may not be amended, changed, modified, altered or terminated except as provided in Article XIII of the Indenture.

Section 7.4 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5 Amounts Remaining In Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), and the fees, charges and expenses of the Issuer and the Trustee and all other amounts required to be paid under this Agreement and the Indenture shall be paid promptly to the Company by the Trustee, except as otherwise provided in Section 609 of the Indenture.

Section 7.6 Notices.

All notices, certificates and other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as follows: if to the Issuer, at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller; if to the Company, at 122 South Michigan Avenue, Chicago, Illinois 60603, Attention: Secretary and Treasurer; if to the Trustee, at One First National Plaza, Suite 0126, Chicago, Illinois 60670, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Company to any of the others shall also be given to the Trustee. The Issuer, the Company and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7.7 Assignment.

This Agreement may not be assigned by either party without the consent of the other, except that the Issuer shall assign to the Trustee its rights under this Agreement as provided in Section 4.5 hereof and the Company may assign its rights hereunder to any transferee or any surviving or resulting corporation pursuant to Article XIV of the First Mortgage Indenture.

Section 7.8 Further Assurances.

The Company agrees and undertakes to perform any and all obligations of the Company and the Issuer under and pursuant to Section 910 of the Indenture.

Section 7.9 Applicable Law.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Illinois.

Section 7.10 Term Of Agreement.

This Agreement shall be in full force and effect from its date to and including such date as all of the Bonds issued under the Indenture shall have been fully paid or retired (or provision for such payment shall have been made as provided in the Indenture), provided that the covenants of the Company contained herein relating to the tax-exempt status of the Bonds shall survive termination of this Agreement.

Section 7.11 Delegation Of Issuer's Duties.

It is agreed that under the terms of this Agreement and also under the terms of the Indenture, the Issuer has delegated certain of its duties hereunder to the Company and the Trustee. The fact of such delegation shall be deemed sufficient compliance by the Issuer to satisfy the duties so delegated and the Issuer will not be liable in any way by reason of acts done or omitted by the Company, an Authorized Company Representative or the Trustee. The Issuer shall have the right at all times to act in reliance upon the authorizations, representations or certificates of an Authorized Company Representative or the Trustee.

In Witness Whereof, The Issuer and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

City of Chicago, Illinois

By: _____
City Comptroller

(Seal)

Attest:

By: _____
City Clerk

The Peoples Gas Light and Coke
Company

By: _____

Its: _____

(Seal)

Attest:

By: _____

Its: _____

Exhibit "A" attached to this Loan Agreement reads as follows:

Exhibit "A".
(To Loan Agreement)

Project Description.

The Project consists of the acquisition, construction, improvement and equipping of the gas distribution and supply systems of the Company located wholly within and throughout the Issuer, generally described as follows:

Category	Description
1. Mains	Pipe, trestles, tunnels, vaults and regulators necessary to distribute gas to service pipes. Pipe sizes range from 1½ inches to 48 inches and are made of a variety of materials (plastic, steel, etc.).
2. Services	Pipe and accessories leading to customers' premises from the distribution main. The majority of service pipes are made of either plastic or steel and range in size from 5/8 inch to 30 inches.

Category	Description
3. Meters and Regulators	Instruments and devices used to measure and regulate gas delivered to customers.
4. Station Plant and Equipment	Facilities devoted to distributing natural gas from transmission pipelines to the distribution main system.
5. Building Improvements	Structures and improvements needed by the Company to conduct business. Includes office buildings, shops, sub-shops and garages as well as leasehold improvements.
6. Office Furniture and Equipment	Desks, chairs, typewriters, other office furniture and equipment items.
7. Computer Equipment and Peripherals	Main frame and minicomputers and computer peripheral equipment (CRT's, terminals, printers, etc.).
8. Operating Equipment	Tools and equipment such as pipe locators (M-Scope), pneumatic tools, rotary hammers, etc..
9. Transportation and Power Equipment	Cars, trucks, power operated equipment (such as compressors, welding machines, cranes, etc.), garage equipment (jacks, meters, battery chargers, etc.), two-way mobile radios, quick-call units and compressed natural gas equipment.

The Project is further described in the Project Certificate.

Indenture Of Trust.
(Fixed Rate)

City Of Chicago, Illinois

To

The First National Bank Of Chicago

As Trustee.

Securing Gas Supply Revenue Bonds, 199__ Series __.

(The Peoples Gas Light And Coke Company Project)

Dated As Of _____ 1, 199__.

This Indenture of Trust, dated as of _____ 1, 199__, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter defined as the "Issuer"), and The First National Bank of Chicago, a banking association organized and existing under the laws of the United States of America with its principal corporate trust office located at One First National Plaza, Suite 0126, Chicago, Illinois 60670, as Trustee (hereinafter defined as the "Trustee").

Witnesseth:

Whereas, The Issuer 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, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, Pursuant to an ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer has entered into the Agreement (as hereinafter defined) with The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"), providing for the undertaking by the Issuer of the financing of a portion of the cost of certain gas supply facilities, designed as "Facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Internal Revenue Code of 1986, as amended, which facilities are generally described in Exhibit A to the Agreement, and which facilities

are located in and within the corporate boundaries of the Issuer and constitute the "Project" as defined in the Agreement; and

Whereas, The Agreement provides that, in order to finance a portion of the cost of the Project, the Issuer will issue and sell its Gas Supply Revenue Bonds, 199__ Series__ (The Peoples Gas Light and Coke Company Project) (the "Bonds"); that the Issuer will loan to the Company the proceeds received from the sale of the Bonds in order that the Company may acquire, construct and improve the Project; and that the Bonds will be secured by a pledge of certain rights of the Issuer under the Agreement and of the First Mortgage Bonds as hereinafter defined; and

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

Whereas, The Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following form and Trustee's certificate of authentication is also to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

[Form Of Bond]

United States Of America

State Of Illinois

City Of Chicago, Illinois

Gas Supply Revenue Bond, 199__ Series ____.

(The Peoples Gas Light And Coke Company Project)

Registered
No. R- _____

Registered
\$ _____

Interest Rate: _____%

Maturity Date: _____ 1, _____

C.U.S.I.P.: _____

Registered Owner:

Principal Amount:

Dollars

City Of Chicago, Illinois (the "Issuer"), a municipal corporation and a home rule unit of government of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above, and to pay (but only out of the source hereinafter provided) interest on the balance of said Principal Amount from time to time remaining unpaid until payment of said Principal Amount has been made or duly provided for, at the rates and on the dates determined as described herein and in the Indenture as hereinafter defined, and to pay (but only out of the source hereinafter provided) interest on overdue principal at the rate borne by this Bond on the date on which such principal became due and payable, except as the provisions set forth in the Indenture with respect to redemption or acceleration prior to maturity may become applicable hereto, the principal of and premium, if any, and interest on this Bond being payable in lawful money of the United States of America at the Principal Office or the New York Office of the First National Bank of Chicago, as Trustee, or its successor in trust (the "Trustee"); provided, however, payment of interest on any Interest Payment Date shall be made to the registered owner hereof as of the close of business on the Record Date with respect to such Interest Payment Date and shall be (i) paid by check or draft mailed to such registered owner hereof at his address as it appears on the registration books of the Issuer maintained by the Trustee or at such other address as is furnished in writing by such registered owner to the Trustee not later than the close of business on the Record Date or (ii) transmitted by wire transfer to the accounts with members of the Federal Reserve System located within the continental United States of America of those owners which own at least \$1,000,000 in aggregate principal amount of the Bonds and which shall have provided wire transfer instructions to the Trustee prior to the close of business on such Record Date, but, in the case of interest payable in respect of a Flexible Segment, only upon presentation of such Bond at the Principal Office or the New York Office of the Trustee for exchange or transfer as provided in the Indenture.

Reference Is Hereby Made To The Further Provisions Of This Bond Set Forth On The Reverse Hereof And Such Further Provisions Shall For All Purposes Have The Same Effect As If Set Forth At This Place.

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

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

199__ Series __ (The Peoples Gas Light and Coke Company Project) (hereinafter referred to as the "Bonds"), limited in aggregate principal amount to \$ _____, issued for the purpose of financing a portion of the costs of acquiring, constructing and improving certain gas supply facilities (the "Project") for The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"), pursuant to an Indenture of Trust dated as of _____ 1, 199__, between the Issuer and the Trustee (which Indenture as from time to time supplemented and amended, is hereinafter referred to as the "Indenture"). Under the terms of a Loan Agreement dated as of _____ 1, 199__, between the Issuer and the Company (which Loan Agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"), proceeds from the sale of the Bonds are to be loaned by the Issuer to the Company and the Company is to acquire, construct and improve the Project. The Bonds are secured by and entitled to the protection of the Indenture. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds and the terms upon which the Bonds are or may be issued and secured.

This Bond may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the Principal Office or the New York Office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer or exchange a new registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

Interest on this Bond shall be payable on each Interest Payment Date for the period commencing on the next preceding Interest Payment Date (or if no interest has been paid hereon, commencing on the Dated Date) and ending on the day next preceding such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, Bonds shall bear interest from the last date to which interest has been paid in full or duly provided for on the Bonds, or if no interest has been paid or duly provided for on the Bonds, from the Dated Date. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The term "Interest Payment Date" means the first day of each _____ and _____, commencing _____, 199__, to and including _____, _____.

The term "Record Date" means the fifteenth day of the calendar month next preceding such Interest Payment Date.

The Bonds shall be deliverable in the form of registered Bonds without coupons in the denominations of \$5,000 and any integral multiple thereof.

The Bonds Are Subject To Optional And Mandatory Redemption As Provided In The Indenture.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and pursuant to an ordinance of the City Council of the Issuer. This Bond and the series of which it forms a part are limited obligations of the Issuer payable solely out of the revenues and receipts derived by the Issuer under the Agreement (except as provided in the Indenture to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), which revenues and receipts include among other things the payments made on the First Mortgage Bonds delivered by the Company pursuant to the Agreement. No owner of any of the Bonds has the right to compel any exercise of taxing power of the Issuer to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds do not constitute an indebtedness of the Issuer, or a loan of credit thereof within the meaning of any constitutional or statutory provision. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of, premium, if any, and interest on the Bonds are to be paid by the Company to the Trustee and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 199___ Series___", and all such payments have been duly pledged and assigned to the Trustee under the Indenture to secure payment of such principal, premium, if any, and interest.

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

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

Indenture may be declared due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and neither the Issuer, the Trustee nor any such agent shall be affected by notice to the contrary.

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

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

Terms which are used herein as defined terms and which are not otherwise defined shall have the meanings assigned to them in the Indenture.

[Form Of Assignment]

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

Unif. Gift Min. Act__

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

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

Assignment.

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ Attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

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

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

[End Of Bond Form]

Whereas, The execution and delivery of the Bonds and of the Indenture have been duly authorized and all things necessary to make the Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Indenture a valid and binding agreement have been done; now, therefore,

This Indenture Of Trust Witnesseth:

That the Issuer in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the purchasers thereof, One Dollar duly paid to the Issuer by the Trustee at or before the execution and delivery of these presents and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds outstanding hereunder from time to time, according to their tenor and effect, and to secure the observance and performance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever:

Granting Clause First.

All of the rights and interest of the Issuer in and to the First Mortgage Bonds (as hereinafter defined) and the Agreement, including all extensions and renewals of the term thereof, if any, together with all right, title and interest of the Issuer therein (except for the right of the Issuer to the payment of costs, expenses and indemnification pursuant to Sections 5.3 and 6.4 of the Agreement and any rights of the Issuer to receive any notices, certificates, requests, requisitions or other communications under the Agreement) including, but without limiting the generality of the foregoing, the present and continuing right to receive, receipt for, collect or make claim for any of the moneys, income, revenues, issues, profits and other amounts payable or receivable thereunder, including payments made by the Company under the Agreement, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer or any other person is or may become entitled to do under the Agreement; and

Granting Clause Second.

All payments to be received by the Issuer (except as provided in the preceding paragraph) under the Agreement, together with all other Revenues, and all moneys and earnings thereon held by the Trustee in the Construction Fund or in the Bond Fund under the terms of the Indenture; and

Granting Clause Third.

Any and all other property of each name and nature from time to time hereafter by delivery or by writing of any kind pledged or assigned as and for additional security hereunder, by the Issuer or by anyone on its behalf or with its written consent, to the Trustee, which are hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

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

In Trust Nevertheless, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds (except as otherwise provided herein).

Provided, However, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest and premium, if any, due or to become due thereon, at the times and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article VI hereof or shall provide, as permitted by Article VIII hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

This Indenture Of Trust Further Witnesseth, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and the revenues and receipts derived from the Project hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Bonds, as follows:

Article I.

Definitions And Rules Of Interpretation.

Section 101. Rules Of Interpretation.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(A) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Indenture.

(B) The words "herein", "hereof", "hereto", "hereby" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(C) The terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular.

(D) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as in effect from time to time.

(E) Every "request", "order", "demand", "application", "appointment", "notice", "statement", "certificate", "consent" or similar action hereunder by the Issuer shall, unless the form thereof is specifically provided, be in writing signed by the Authorized Issuer Representative.

(F) All other terms used herein which are defined in the Agreement shall have the same meanings assigned them in the Agreement unless the context otherwise requires.

Section 102. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

"Agreement" means the Loan Agreement executed by and between the Issuer and the Company of even date herewith, as from time to time supplemented and amended.

"Authorized Company Representative" means any person at the time designated to act on behalf of the Company by a written certificate furnished to the Issuer and the Trustee containing the specimen signature

of such person and signed on behalf of the Company by any officer of the Company. Such certificate may designate an alternate or alternates.

"Authorized Denominations" means \$5,000 or any integral multiple thereof.

"Bond Counsel" means an attorney at law or a firm of attorneys (who is of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Fund" means City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series __ created by Section 602 thereof.

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

"Bonds" means the \$_____ aggregate principal amount of Gas Supply Revenue Bonds, 199__ Series __ (The Peoples Gas Light and Coke Company Project), to be issued by the Issuer hereunder.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in Chicago, Illinois, in New York, New York, and in the city where the Principal Office of the Trustee is located are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Certified Ordinance" means a copy of one or more ordinances certified by the City Clerk of the Issuer under its seal to have been duly adopted by the Issuer and to be in effect on the date of such certification.

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder or (to the extent applicable) under prior law, including temporary regulations.

"Collateral Release Fund" means the Collateral Release Fund created by Section 614 hereof.

"Company" means The Peoples Gas Light and Coke Company, a corporation organized and existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted in Section 5.1 of the Agreement.

"Construction Fund" means City of Chicago, Illinois Construction Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series __ created by Section 602 thereof.

"Counsel" means an attorney at law or a firm of attorneys (who may be an employee of or counsel to the Issuer or the Company) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Dated Date" means _____, _____.

"Default" or "event of default" means any occurrence or event specified in and defined by Section 901 hereof.

"Exempt Facilities" means facilities (i) which constitute land or property of a character subject to depreciation under Section 167 of the Code and (ii) qualify as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Code.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered and all reasonable expenses, including counsel fees, incurred under the Indenture and the Tax Agreement other than Ordinary Services and Ordinary Expenses including any tax or governmental charge due in connection with the exchange of any Bond which is not chargeable to the Bondholder pursuant to Section 204 hereof.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series BB, issued pursuant to the Series __ First Mortgage Supplemental Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Illinois Merchants Trust Company (succeeded by Continental Bank, National Association), as Trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series __ First Mortgage Supplemental Indentures.

"First Mortgage Trustee" means Continental Bank, National Association, as Trustee under the First Mortgage Indenture, or its successor as such Trustee.

"Government Obligations" means non-callable direct general obligations of, or obligations the payment of the principal and interest of which are unconditionally guaranteed by, the United States of America.

"Indenture" means these presents as supplemented and amended by any supplemental indentures executed by the Issuer and the Trustee pursuant to Article XII hereof.

"Interest Payment Date" means the first day of each _____ and _____, commencing _____ 1, 199__.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties and functions of the Issuer.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company with notice to the Trustee.

["New York Office" of the Trustee means First Chicago Trust Company of New York, 14 Wall Street, Eighth Floor, New York, New York 10005, or such other address as may be designated by the Trustee by appropriate notice at least 30 days prior to any change in such address.]

"Ordinary Services" and "Ordinary Expenses" means those services rendered and those reasonable expenses incurred by the Trustee hereunder which are equivalent to those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

"Outstanding" or "outstanding", in connection with Bonds means, as of the time in question all Bonds authenticated and delivered under this Indenture, except:

A. Bonds theretofore canceled or required to be canceled under Section 210 hereof;

B. Bonds which are deemed to be paid in accordance with Article VIII hereof; and

C. Bonds in substitution for which other Bonds have been authenticated and delivered; pursuant to Article II hereof.

In determining whether the Owners of a requisite aggregate principal amount of outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Indenture, Bonds which are owned of record by the Company or any affiliate thereof or held by the Trustee for the account of the Company shall be disregarded and deemed not to be Outstanding hereunder for the purpose of any such determination (except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned or held shall be disregarded) unless all Bonds are owned by the Company or any affiliate thereof and/or held by the Trustee for the account of the Company, in which case such Bonds shall be considered outstanding for the purpose of such determination. For the purpose of this definition, an

"affilitate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and "control" when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Paying Agent" means the Trustee.

"Person" means natural persons, partnerships, associations, corporations, trusts and public bodies.

"Principal Office" means, with respect to the Trustee, the principal corporate trust office of the Trustee, which office at the date of acceptance of the Trustee of the duties and obligations imposed upon it hereunder is located at the address specified in Section 1404 hereof.

"Project" means the land, structures, machinery, equipment, systems or processes, or any portion thereof, which are described in Exhibit A to the Agreement, as said Exhibit A may from time to time be amended.

"Rate Period" means any Daily Rate Period, Weekly Rate Period, Flexible Rate Period and Term Rate Period.

"Rating Category" or "Rating Categories" means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebate Fund" means the fund created by Section 618 hereof.

"Record Date" means with respect to any Interest Payment Date in respect of a Daily Rate Period, a Weekly Rate Period or a Flexible Segment, the Business Day next preceding such Interest Payment Date and, with respect to any Interest Payment Date in respect of a Term Rate Period, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Registrar" means the Trustee.

"Revenues" means (i) all amounts payable in respect of the principal, premium, if any, and interest on the First Mortgage Bonds, (ii) any portion of net proceeds of the Bonds deposited with the Trustee under Section 603 hereof for the payment of accrued interest, (iii) any amounts paid into the Bond Fund from the Construction Fund, (iv) any earnings on moneys on deposit in the Bond Fund and (v) any other moneys paid by the Company pursuant to Section 4.3 of the Agreement. Revenues shall not include any amounts payable by the Company pursuant to Sections 5.3 and 6.4 of the Agreement.

"Series BB First Mortgage Supplemental Indenture" means the Supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"S.&P." means Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S.&P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company, with notice to the Trustee.

"State" means the State of Illinois.

"Tax Agreement" means the Tax Exemption Certificate and Agreement dated as of the date of delivery of the Bonds, among the Issuers, the Company and the Trustee.

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

"Trustee" means The First National Bank of Chicago and any successor trustee pursuant to Section 1105 or 1109 hereof at the time serving as successor Trustee hereunder.

Article II.

The Bonds.

Section 201. Authorized Amount Of Bonds.

No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$ _____, except as provided in Section 208 hereof.

Section 202. Issuance Of Bonds.

The Issuer may issue the Bonds following the execution of this Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Bonds and deliver them as specified in such request. The Bonds shall be designated "City of Chicago, Illinois Gas Supply Revenue Bonds, 199____ Series ____ (The Peoples Gas Light and Coke Company Project)". The Bonds shall be issuable as fully registered Bonds without coupons in Authorized

Denominations. Unless the Issuer shall otherwise direct, the Bonds shall be numbered as determined by the Trustee.

The Bonds shall be dated as of the Dated Date, shall mature subject to prior redemption upon the terms and conditions hereinafter set forth, on _____ 1, _____, and shall bear interest as herein provided from the Dated Date. Interest on each Bond shall be payable on each Interest Payment Date for each such Bond for the period commencing on the next preceding Interest Payment Date (or if no interest has been paid thereon, commencing on the Dated Date) and ending on the day next preceding such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, Bonds shall bear interest from the last date to which interest has been paid in full or duly provided for on the Bonds or, if no interest has been paid or duly provided for on the Bonds, from the date thereof. Each Bond shall bear interest on overdue principal at the rate borne by the Bonds on the date on which such principal became due and payable. The Trustee shall insert the date of authentication of each Bond in the place provided for such purpose in the form of certificate of authentication of Trustee to be printed on each Bond.

The principal of and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts (which shall be immediately available funds except for payments in respect of Term Rate Periods, which shall be made in clearinghouse funds), and such principal and premium, if any, shall be payable at the Principal Office or the New York Office of the Trustee. Payment of interest on any Interest Payment Date on any Bond shall be made to the Owner thereof as of the close of business on the Record Date immediately prior thereto and shall be (i) made by check or draft mailed on the Interest Payment Date to the Owner as of the close of business on the Record Date immediately preceding the Interest Payment Date, at his address as it appears on the registration books of the Issuer or at such other address as is furnished to the Trustee in writing by such Owner not later than the close of business on the Record Date for such Interest Payment Date, or (ii) transmitted by wire transfer to the accounts with members of the Federal Reserve System located within the continental United States of America of those Owners which own at least \$1,000,000 in aggregate principal amount of the Bonds and which shall have provided wire transfer instructions to the Trustee prior to the close of business on such Record Date, but, in the case of interest payable in respect of a Flexible Segment, only upon presentation of such Bond for exchange or transfer in accordance with the provisions hereof, except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Owners in whose names any such Bonds are registered at the close of business on the fifth (5th) Business Day next preceding the date of payment of such defaulted interest.

Section 203. Interest On The Bonds.

The Bonds shall bear interest from and including the Dated Date at the rate of _____ percent (___%) per annum (computed on the basis of a 360-day year consisting of twelve 30-day months) until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Interest on the Bonds shall be paid on each Interest Payment Date.

Section 204. Ownership, Transfer, Exchange And Registration Of Bonds.

The Issuer shall cause books for the registration and for the transfer of the Bonds as provided herein to be kept by the Trustee, which is hereby constituted and appointed the Registrar and transfer agent for the Bonds. The Issuer shall prepare and deliver to the Trustee, and the Trustee shall keep custody of, a supply of unauthenticated Bonds duly executed by the Issuer, as provided in Section 205 hereof, for use in the transfer and exchange of Bonds. The Trustee is hereby authorized and directed to complete such forms of Bonds as to principal amounts and registered owners, in accordance with the provisions hereof, in effecting transfers and exchanges of Bonds as provided herein.

Upon surrender for transfer of any Bond at the Principal Office or the New York Office of the Trustee, duly endorsed for transfer or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, the Trustee shall date and execute the certificate of authentication on and deliver in the name of the transferee or transferees a new Bond or Bonds duly executed by the Issuer of Authorized Denominations and for a like aggregate principal amount.

Any Bond or Bonds may be exchanged at the Principal Office or the New York Office of the Trustee for a new Bond or Bonds of like aggregate principal amount of other Authorized Denominations. Upon surrender of any Bond or Bonds for exchange, the Trustee shall date and execute the certificate of authentication on and deliver a new Bond or Bonds duly executed by the Issuer which the Bondholder making the exchange is entitled to receive.

The Trustee shall not be required to transfer or exchange any Bond after the mailing of notice calling such Bond or portion thereof for redemption, nor during the period of ten days next preceding the mailing of such notice of redemption.

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

The Issuer and the Trustee shall require the payment by the Bondholder requesting exchange or transfer (other than an exchange upon a partial redemption of a Bond) of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondholder for such exchange or transfer.

Section 205. Execution; Limited Obligation.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its City Clerk, and shall have impressed or imprinted thereon the corporate seal of the Issuer or a facsimile thereof. Any such facsimile signatures shall have the same force and effect as if said Mayor or City Clerk, as the case may be, had manually signed each of said Bonds.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except as provided in this Indenture and the Agreement to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective owners thereof only against the Bond Fund and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture and the Agreement. The Bonds shall be limited obligations of the Issuer payable solely from the Revenues (except as provided in this Indenture and the Agreement, to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof). No owner of any of the Bonds shall have the right to compel any exercise of taxing power of the Issuer thereof to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds shall not constitute an indebtedness of the Issuer thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision.

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

Section 206. Authentication.

No Bond shall be valid for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of authentication shall be conclusive proof that such Bond has been duly authenticated and delivered under this Indenture and that the holder thereof is entitled to the security and benefits of the trust hereby created. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Upon authentication of any Bond, the Trustee shall set forth on such Bond the date of such authentication.

Section 207. Form Of Bonds.

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

Section 208. Mutilated, Destroyed, Lost Or Stolen Bonds.

In the event any Bond or temporary Bond is mutilated, lost, stolen or destroyed, the Trustee may authenticate a new Bond duly executed by the Issuer of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Issuer and the Trustee satisfactory to them. In the event any such Bond shall have matured, instead of issuing a

duplicate Bond, the Trustee on behalf of the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the Owner of such Bond with their reasonable fees and expenses in this connection. The Issuer shall cooperate with the Trustee in connection with the issue of replacement Bonds, but nothing in this Section shall be construed in derogation of any rights which the Issuer, the Company or the Trustee may have to receive indemnification against liability, or payment or reimbursement of expenses, in connection with the issue of a replacement Bond.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are, to the extent permitted by law, exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies.

Section 209. Temporary Bonds.

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

Section 210. Cancellation And Disposition Of Surrendered Bonds.

Whenever any Outstanding Bond shall be delivered to the Trustee for transfer, exchange or cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 208 hereof, such Bond shall be promptly canceled and disposed of by the Trustee, and counterparts of a certificate of disposition evidencing such disposition shall be furnished by the Trustee to the Issuer and the Company.

Section 211. Refunding Bonds.

The Issuer may issue, and expressly reserves the right to issue, to the extent permitted by law, refunding bonds under another indenture to refund all or any principal amount of the Bonds; provided, however, that the net proceeds of any such bonds used to refund all or any principal amount of the Bonds shall be paid directly to the Trustee for the Bondholders and shall not come into the possession or control of the Company.

Section 212. Use Of Certain Moneys In The Bond Fund Upon Refunding.

In the event that refunding bonds shall be issued by the Issuer to pay the principal of or premium, if any, on all or any portion of the Bonds, the net proceeds of the refunding bonds remaining after payment of expenses incident to the refunding shall be deposited by the Issuer into the Bond Fund as provided in Section 603 hereof. All moneys remaining in the Bond Fund on the date of the refunding to be used to pay interest on the Bonds to be refunded shall be held, as collateral for the payment of the Bonds to be refunded, by the Trustee, in trust for and on behalf of the Owners of the Bonds to be refunded, together with the portion of the proceeds of the sale of the refunding bonds so deposited and any investments or reinvestments of such proceeds, in one or more separate subaccounts in the Bond Fund irrevocably in trust for the respective holders of Bonds to be refunded, and upon defeasance of the Bonds to be refunded as provided in Article VIII hereof shall be held, invested and used as provided in Article VIII hereof. Investment income or profit on any such investments or reinvestments shall remain in the Bond Fund.

Section 213. Delivery Of The Bonds.

Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchasers as directed by the Issuer as hereinafter in this Section provided.

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

(1) A copy, duly certified by the City Clerk of the Issuer, of the ordinance adopted and approved by its governing body authorizing the execution and delivery of this Indenture and the Agreement, and the issuance, sale and delivery of the Bonds.

(2) Original executed counterparts of this Indenture and the Agreement.

(3) The executed and authenticated First Mortgage Bonds required to be assigned by the Issuer and delivered to the Trustee pursuant to the Agreement.

(4) A written request and authorization to the Trustee on behalf of the Issuer and signed by two authorized officers of the Issuer to authenticate and deliver the Bonds to the purchasers therein identified upon payment to the Trustee, but for account of the Issuer, of a sum equal to the purchase price thereof plus accrued interest, if any, thereon to the date of delivery.

Such proceeds shall be paid over to the Trustee and deposited as hereinafter provided under Article VI hereof.

(5) An opinion of Bond Counsel to the effect that the Bonds have been duly and validly issued, and setting forth the particulars thereof.

Section 214. Book Entry System.

The Trustee and the Issuer, with the consent of the Company, may from time to time enter into, and discontinue, an agreement with a "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended (the "Securities Depository"), which is the owner of the Bonds, to establish procedures with respect to the Bonds not inconsistent with the provisions of this Indenture; provided, however, that any such agreement may provide:

(a) that such Securities Depository is not required to present a Bond to the Trustee in order to receive a partial payment of principal;

(b) that a Bond need not be delivered to the Trustee in order for a tender of such Bond pursuant to Article IV of this Indenture to be effective or in order for the purchase price of such tendered Bond to be paid and that notice of tender of a Bond for purchase pursuant to Article IV hereof may be given to the Trustee by a Beneficial Owner of a Bond; and

(c) that a legend shall appear on each Bond so long as the Bonds are subject to such agreement; and

(d) that different provisions for notice to such Securities Depository may be set forth therein.

"Beneficial Owner" shall mean the owner of a Bond or portion thereof for federal income tax purposes.

So long as any such agreement with a Securities Depository is in effect, the term Owner, as it appears in Section 301(B)(1) hereof (but not for any other provision of this Indenture, except only as specifically provided herein), shall be deemed to include the Beneficial Owner.

Neither the Issuer, the Company, the Trustee or the Underwriter will have any responsibility or obligation to any Securities Depository, any direct or indirect participants (the "Participants") in the book entry system of any such Securities Depository or the Beneficial Owners of the Bonds with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant; (ii) the payment by the Securities Depository or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption or purchase price of, or interest on,

any Bonds; (iii) the delivery of any notice by the Securities Depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any other action taken by the Securities Depository or any Participant.

Article III.

Redemption Of Bonds Before Maturity.

Section 301. Redemption Dates And Prices.

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

(A) Optional Redemption.

(1) The Bonds are subject to optional redemption by the Issuer, at the written direction of the Company, in whole but not in part, at any time, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, if any of the following shall have occurred:

(a) if in the Company's reasonable judgment unreasonable burdens or excessive liabilities shall have been imposed upon the Issuer or the Company with respect to the Project or the operation thereof, including, without limitation, federal, state or other ad valorem property, income or other taxes, other than ad valorem taxes presently levied upon privately owned property used for the same general purposes as the Project; or

(b) if changes in the economic availability of raw materials, operating supplies, fuel or other energy sources or supplies, or facilities necessary for the operation of the Project or such technological or other changes shall have occurred which in the Company's reasonable judgment render the Project uneconomic for such purpose; or

(c) any court or administrative body shall enter an order or decree preventing operations at the Project for six consecutive months; or

(d) any court or administrative agency shall issue an order, decree or regulation the compliance with which would, in the opinion of the Company, render the continuation of the Project's operations economically unfeasible.

Any such redemption shall be on any date within 90 days from the time the Company files a written notice with the Issuer and the Trustee and directs that the Bonds are to be redeemed, which direction must be given, if at all, within 180 days following the occurrence of one of the events listed above permitting the exercise of the option.

(2) The Bonds are also subject to optional redemption prior to maturity by the Issuer, at the written direction of the Company, in whole or in part (and if in part, by lot in such manner as may be designated by the Trustee), on or after _____ 1, _____, and at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued interest, if any, to the redemption date:

Redemption Dates	Redemption Price
_____ 1, _____ through _____, _____	102%
_____ 1, _____ through _____, _____	101%
_____ 1, _____ through _____, _____	100%

(B) Mandatory Redemption.

(1) The Bonds are subject to mandatory redemption by the Issuer, in whole but not in part, at any time, at a redemption price of 100% or the principal amount thereof plus accrued interest, if any, to the redemption date, in the event the Company redeems the First Mortgage Bonds upon the acquisition by any federal, state or municipal authority of all or any substantial portion (at least one-third on the basis of book values) of the income-producing properties of the Company which are subject to the lien of the First Mortgage Indenture. Any such redemption shall be on the same date selected by the Company as the date the related First Mortgage Bonds are to be redeemed.

(2) The Bonds are also subject to mandatory redemption at any time, in whole (or in part, as hereinafter provided), at 100% of the principal amount thereof, plus accrued interest, if any, to the redemption date, in the event that it is finally determined by the Internal Revenue Service or by a court of competent jurisdiction that, as a result of the failure by the Company to observe any covenant, agreement or representation in the Agreement, the interest payable on the Bonds is includable for federal income tax purposes in the gross income of any Owner thereof, other than an owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code, and the applicable regulations thereunder. Any such determination will not be considered final

for this purpose unless the Company has been given written notice and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any Owner of a Bond, and until a conclusion of any appellate review, is sought. The Bonds shall be redeemed in whole after such determination unless redemption of a portion of the Bonds outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would not be includable for federal income tax purposes in the gross income of any Owner of the Bonds (other than an owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code), and in such event the Bonds shall be redeemed (in any Authorized Denomination) by lot in such manner as the Trustee shall determine, in such amount as to accomplish that result. Any such redemption shall be on any date within 180 days from the time of such final determination.

Section 302. Notice Of Redemption.

Notice of the call for any redemption of Bonds or any portion thereof (which shall be in Authorized Denominations) pursuant to Section 301 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the redemption price, the place and manner of payment and that from the redemption date interest will cease to accrue, shall be given by the Trustee by mailing a copy of the redemption notice by first-class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Such notice shall be given at least 30 days prior to the date fixed for redemption to the Owners of Bonds to be redeemed; provided, however, that failure to duly give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds with respect to which no such failure or defect occurred. Upon presentation and surrender of Bonds so called for redemption in whole or in part at the place or places of payment, such Bonds or portions thereof shall be redeemed.

With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been paid within the meaning of Article VIII hereof, such notice may state (if so directed by the Company in writing) that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, and premium, if any, and interest on, such Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

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

If a Bond is presented to the Trustee for transfer after notice of redemption of such Bond has been mailed as herein provided, the Trustee shall deliver a copy of such notice of redemption to the new Owner of such Bond.

In addition to the foregoing notice, further notice may be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner (i) defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed or (ii) give rise to any liability on the part of the Issuer, the Company or the Trustee.

A. Each further notice of redemption given hereunder may contain the information required above for an official notice of redemption plus (i) the C.U.S.I.P. number of the Bonds; (ii) the date of issue of the Bonds; (iii) the rate or rates of interest borne by the Bonds; (iv) the maturity date of the Bonds; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

B. Each further notice of redemption may be sent at least five days before the date the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302, by registered or certified mail or overnight delivery service, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories as of the date hereof being The Depository Trust Company, New York, New York and Midwest Securities Trust Company, Chicago, Illinois).

C. Each further notice of redemption may be published one time in *The Bond Buyer* of New York, New York or, if such publication is impractical, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at the time the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302.

D. Each further notice of redemption may be given at least two days before the date the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302, by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to two of the following services selected by the Company and at the address provided to the Trustee by the Company:

- (1) Financial Information, Inc.'s Financial Daily Called Bond Service;
- (2) Interactive Data Corporation's Bond Service;

- (3) Kenny Information Service's Called Bond Service;
- (4) Moody's Municipal and Government Called Bond Service; or
- (5) S. & P.'s Called Bond Record.

Section 303. Deposit Of Funds.

For the redemption of any of the Bonds, the Issuer shall cause to be deposited in the Bond Fund out of the Revenues moneys sufficient to pay when due with moneys the principal of and premium, if any, and interest on the redemption date.

Section 304. Partial Redemption Of Bonds.

In case a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond may be redeemed provided the principal amount not being redeemed is in an Authorized Denomination. Upon surrender of any Bond for redemption in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the Owner thereof, without cost to the Owner, a new Bond or Bonds of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 305. Selection Of Bonds For Redemption.

If less than all of the Bonds are called for redemption, the Trustee shall select the Bonds or portions thereof to be redeemed, from the Bonds Outstanding not previously called for redemption, by lottery or in such other manner as in the Trustee's sole discretion it shall deem appropriate and fair. The Trustee shall promptly notify the Issuer and the Company in writing of the Bonds or portions thereof selected for redemption, provided, however, that in connection with any redemption of Bonds the Trustee shall first select for redemption any Bonds held by the Trustee for the account of the Company or held of record by the Company and that if, as indicated in a certificate of an Authorized Company Representative delivered to the Trustee, the Company shall have offered to purchase all Bonds then outstanding and less than all such Bonds shall have been tendered to the Company for such purchase, the Trustee, at the direction of the Company, shall select for redemption all such Bonds which have not been so tendered. If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Owner of such Bond shall forthwith surrender such Bond to the Trustee for (a) payment to such Owner of the redemption price of the unit or units of principal amount

called for redemption, and (b) delivery to such Owner of a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the Owner thereof, without charge therefor. If the Owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption (and to that extent only).

Article IV.

[Reserved]

Article V.

Payment; Further Assurances.

Section 501. Payment Of Principal Or Redemption Price Of And Interest On Bonds.

The Issuer shall promptly pay or cause to be paid the principal of and premium, if any, and interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of Revenues. The Issuer hereby appoints the Trustee to act as the Paying Agent for the Bonds, and designates the Principal Office and the New York Office of the Trustee as the places of payment for the Bonds, such appointment and designation to remain in effect until notice of change is filed with the Trustee.

Section 502. Performance Of Covenants; The Issuer.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in Section 501 hereof the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Company, or shall have received the instrument to be executed and at the Issuer's option shall have received from the Company assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its

reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. The Bonds and interest and premium, if any, thereon, and any obligation of the Issuer under the Agreement or this Indenture, shall never constitute a debt or indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

Section 503. Right To Payments Under Agreement; Instruments Of Further Assurance.

The Issuer covenants that it will defend its right to the payment of amounts due from the Company under the Agreement to the Trustee, for the benefit of the Owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts pledged hereto, to the payment of the principal of and premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement and the Tax Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement.

Section 504. Financing Statements.

The Company and the Issuer at the direction and the expense of the Company, shall (1) cause the Agreement, this Indenture, and any additional security instrument to be filed with the Trustee as additional security for the Bonds, each amendment and supplement to any such instrument, and a memorandum, financing statement, or continuation statement with respect to such instruments, amendments, or supplements to be filed, registered and recorded and to be refiled, reregistered and rerecorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien of this Indenture and to publish notice of and to protect and perfect the rights and security of the Owners of the Bonds and the rights of the Trustee under the Agreement and this Indenture and (2) perform or cause to be performed from time to time any other act as required by law, and execute and file or cause to be executed and filed any and all instruments of further assurance (including financing statements with respect to any of such instruments) that may be necessary for such publication and protection. The Company, the Issuer and the Trustee shall, when so requested by one another, execute all such instruments, memoranda, or statements necessary to maintain, protect,

perfect or preserve the interests assigned to the Trustee under this Indenture.

The Issuer and the Company covenant that each, as appropriate, will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assigning, pledging and confirming unto the Trustee, the Trust Estate assigned and the Revenues pledged hereunder.

Section 505. Inspection Of Project Books.

The Issuer and the Trustee covenant and agree that all books and documents in their possession relating to the Project and the Revenues shall at all times be open to inspection by such accountants or other agencies as the other party may from time to time designate.

Section 506. Rights Under Agreement.

The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Company, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Company, thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder. Nothing herein contained shall be construed to prevent the Issuer from enforcing directly any and all of its rights under Sections 5.3 and 6.4 of the Agreement.

Article VI.

Revenues And Funds.

Section 601. Source Of Payment Of Bonds.

The Bonds and all payments required of the Issuer hereunder are not general obligations of the Issuer but are limited obligations as described in Section 205 hereof. The Trust Estate is pledged and assigned to the payment of the principal of and interest and premium, if any, on the Bonds. The payments provided in Section 4.3 of the Agreement are to be remitted directly to the Trustee for the account of the Issuer and deposited in the Bond Fund. Such payments, sufficient in amount to insure the prompt payment of the principal of and premium, if any, and interest on the Bonds, are pledged to such payment.

Section 602. Creation Of The Bond Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series __" (which is referred to herein as the "Bond Fund"), which shall be used to pay the principal of, premium, if any, and the interest on the Bonds.

Section 603. Payments Into The Bond Fund.

There shall be deposited into the Bond Fund the accrued interest, if any, received at the time of the issuance and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (a) any amount in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (b) all payments in respect of the principal, premium, if any, and interest on the First Mortgage Bonds; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

Upon the occurrence of an event of default hereunder which is not waived or cured, or if the Bonds shall have been paid in full (or provision therefor shall have been made in accordance herewith), or if the Bonds should be redeemed as herein provided, any moneys then remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be deposited, in the Bond Fund sufficient sums from Revenues promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any other source other than Revenues.

Section 604. Use Of Moneys In The Bond Fund.

Except as provided in Sections 609, 611 and 613 hereof and subject to the Tax Agreement, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds at or prior to maturity pursuant to Article VII hereof.

Section 605. Custody Of The Bond Fund.

The Bond Fund shall be in the custody of the Trustee but in the name of

the Issuer and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 606. Creation Of The Construction Fund; Disbursements.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Construction Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series __" (which is sometimes herein referred to as the "Construction Fund"). The balance of the proceeds received by the Issuer upon the sale of Bonds remaining after the deposit of the accrued interest in the Bond Fund has been made in accordance with Section 3.2 of the Agreement, shall be deposited in the Construction Fund. The Issuer hereby authorizes and directs the Trustee to use the moneys in the Construction Fund for payment of the Cost of the Project in accordance with the Agreement and for payment into the Bond Fund in accordance with Section 603 hereof. The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and the Trustee shall supply monthly reports with respect to all transactions concerning the Construction Fund at the end of each month and on the Completion Date.

Section 607. Completion Of The Project.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate of the Authorized Company Representative required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Construction Fund after the Completion Date (other than the amounts retained by the Trustee for costs not then due and payable or the liability for which the Company is contesting) shall be disbursed in accordance with the provisions of Section 3.4 of the Agreement.

Section 608. Use Of Moneys In Construction Fund Upon Default.

If the principal of the Bonds shall have become due and payable pursuant to Article IX of this Indenture, any balance remaining in the Construction Fund shall without further authorization be transferred to the Bond Fund with advice to the Issuer and the Company of such action.

Section 609. Non-Presentation Of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date

fixed for redemption thereof, if moneys sufficient to pay such Bond shall have been deposited in the Bond Fund, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with any held by the Trustee not so applied to the payment of Bonds, if any, within two years after the date on which the same shall have become due, together with all earnings thereon, shall be repaid by the Trustee to the Company, and thereafter bondholders shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 610. Use Of Moneys In Construction Fund Upon Payment Of Bonds.

Any balance remaining in the Construction Fund after the payment in full of all Bonds issued under the provisions of this Indenture shall be deposited into the Bond Fund, except that if the Issuer has issued a series of refunding bonds for the purpose of refunding all of the Bonds at or prior to their stated maturity, any moneys remaining in the Construction Fund at the time of such refunding may be deposited by the Issuer and the Trustee into a special fund created in the proceedings authorizing the issuance of the refunding bonds and used to pay costs of the Project not paid out of the Construction Fund prior to such refunding.

Section 611. Trustee's Fees, Charges And Expenses.

The Issuer shall have no liability for any fees, charges and expenses of the Trustee or any paying agent, and the Trustee and any paying agent shall, subject to the provisions of Section 1102 hereof, look only to the Company for payment of their fees, charges and expenses as provided in the Agreement and in this Indenture. It is further understood and agreed that the initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee and its counsel and paying agents which become due prior to the time the Company begins to pay the same, will be paid to the respective parties from the Construction Fund as and when the same shall become due.

Section 612. Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Trustee for deposit into the Bond Fund or into the Construction Fund under any provision hereof, all moneys withdrawn from the Bond Fund and held by the Trustee and any moneys withdrawn from the Construction Fund and held by the Trustee shall be held by the Trustee in trust, and such moneys (other than moneys held pursuant to Section 610 hereof and subject to the provisions of the Tax Agreement) shall, while so held, constitute part of the Trust Estate and be subject to the lien hereof. Moneys held for the payment of the purchase price of Bonds pursuant to Article IV hereof shall not constitute part of the Trust Estate.

Section 613. Repayment To The Company From The Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the principal of, premium, if any, and interest on the Bonds (or provision for payment thereof as provided in this Indenture), the fees, charges and expenses of the Issuer, the Trustee and all other amounts required to be paid under the Agreement and this Indenture shall be paid to the Company as provided in Section 7.5 of the Agreement.

Section 614. Creation And Use Of Collateral Release Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Collateral Release Fund -- The Peoples Gas Light and Coke Company Project -- 199__Series__" (which is sometimes referred to as the "Collateral Release Fund").

All Government Obligations obtained by the Trustee in substitution for First Mortgage Bonds pursuant to Section 802 hereof shall be deposited and held in the Collateral Release Fund.

The Trustee shall determine the amount of semiannual interest which would have been due on any First Mortgage Bonds which are released pursuant to Section 802, which amount is herein referred to as the "Interest with Respect to Released Collateral". The principal amount of and the interest when due on the Government Obligations held in the Collateral Release Fund shall be sufficient to enable the Trustee to pay when due on the Bonds (i) an amount equal to the Interest with Respect to Released Collateral for each interest payment date from the date of deposit of such Government Obligations until the date on which the First Mortgage Bonds so released would have matured and (ii) at maturity, a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds so released.

On each interest payment date with respect to the Bonds, the Trustee shall transfer from the Collateral Release Fund to the Bond Fund an amount equal to the Interest with Respect to Released Collateral so as to enable the Trustee to pay interest on a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds which have been released. On the principal payment date with respect to the Bonds, whether such payment is due as a result of the stated maturity, redemption or acceleration, the Trustee shall reduce all Government Obligations to cash and shall transfer such amount to the Bond Fund; provided, however, that in the event of a redemption of less than all the Bonds the Trustee will, at the direction of the Company, liquidate an amount of Government Obligations sufficient, when taken together with other funds available for such redemption, to redeem the designated principal amount of Bonds; and, provided further, that in such event an amount of Government Obligations remains in the Collateral Release Fund, the principal amount of and interest when due on which, together with payments when due on the outstanding First Mortgage Bonds, will be sufficient to pay principal of, premium, if any, and interest when due on the then outstanding Bonds. (In certain events the Company may be required to pay any deficiency pursuant to Section 4.3 of the Agreement.)

All cash and Government Obligations in the Collateral Release Fund (so long as no event of default has occurred and is continuing) shall, with the investment earnings thereon, be applied exclusively to the payment of the principal of, premium, if any, and interest on the Bonds in the same manner as payments on the surrendered First Mortgage Bonds would have been applied.

Section 615. Revenues To Be Paid Over To Trustee.

The Issuer will cause the Revenues to be paid to the Trustee for deposit in the Bond Fund.

Section 616. Payments Of Principal And Interest.

The Trustee shall pay from Revenues received by the Trustee the principal of and premium, if any, and interest on, the Bonds as the same become due and payable. If, prior to the maturity of any Bond, the Company surrenders such Bond to the Trustee for cancellation, the Trustee shall cancel such Bond.

Section 617. Revenues To Be Held For All Bondholders; Certain Exceptions.

Revenues and investments thereof shall, until applied as provided in this Indenture, be held by the Trustee for the benefit of the owners of all Outstanding Bonds, except that any portion of the Revenues representing

principal or redemption price of, and interest on, any Bonds previously called for redemption in accordance with Article III of this Indenture or previously matured shall be held for the benefit of the owners of such Bonds only and shall not be deposited or invested pursuant to Article VII hereof, notwithstanding any provision of Article VII.

Section 618. Rebate Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Rebate Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series __". The Trustee covenants and agrees to make deposits to and withdrawals from such Rebate Fund in order to comply with the Tax Agreement at the written direction of the Company. Funds on deposit in the Rebate Fund are not part of the Trust Estate.

Article VII.

Investment Of Moneys.

Section 701. Investment Of Bond Fund And Construction Fund Moneys.

Any moneys held as part of the Bond Fund and the Construction Fund shall at all times be invested or reinvested by the Trustee in accordance with the provisions of Section 3.7 of the Agreement. Any such investment shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon, any profit realized from such investments and any loss resulting from such investments shall be credited or charged in accordance with Section 3.7 of the Agreement. The Trustee shall reduce to cash a sufficient amount of such investments in the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, or interest on the Bonds when due. The Trustee shall reduce to cash a sufficient amount of such investments in the Construction Fund whenever the cash balance in the Construction Fund is insufficient to pay amounts then due from the Construction Fund.

Section 702. Investments; Arbitrage.

The Trustee may make any and all investments permitted by the provisions of Section 701 through its own bond department. Notwithstanding any other provision of this Article VII or Section 3.7 of the Agreement, no direction or confirmation shall direct any investment the

effect of which would be to make the Bonds "arbitrage bonds" under Section 148 of the Code. The Trustee may follow the advice or direction of Bond Counsel as to investments which may be made in compliance with the preceding sentence.

Article VIII.

Defeasance.

Section 801. Defeasance.

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the Owners of the Bonds the principal, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then this Indenture and the lien, rights and interests created hereby shall cease, determine and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Bonds herein provided for and except that the rights and obligations of the Trustee under the Tax Agreement shall also continue), whereupon the Trustee shall cancel and discharge this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be to discharge this Indenture, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee or otherwise subject to this Indenture, except amounts in the Bond Fund required to be paid to the Company under Section 613 hereof and except moneys or securities held by the Trustee for the payment of the principal of and premium, if any, and interest on, and purchase prices of, the Bonds.

Any Bond or Authorized Denomination thereof shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of and premium, if any, on such Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been made or caused to be made in accordance with the terms thereof, (ii) shall have been provided for by depositing sufficient moneys for such payment with the Trustee and the due date of such principal, interest and premium, if any, has occurred, or (iii) in the case of a Bond which bears interest at a Flexible Rate or a Term Rate, shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment on such due date (which due date shall be in the case of a Bond bearing interest at a Flexible Rate no later than the

Interest Payment Date for the then current Flexible Segment for such Bond and in the case of a Bond bearing interest at a Term Rate no later than the last Interest Payment Date for the then current Term Rate Period for such Bond) (1) moneys sufficient to make such payment and/or (2) non-callable Government Obligations maturing as to principal and interest in such amount and at such time as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond or Authorized Denomination thereof shall be deemed to be paid hereunder, as aforesaid, such Bond or authorized Denomination thereof shall no longer be secured by or entitled to the benefits of this Indenture (other than Sections 204 and 208 hereof in the case of a deposit under clause (a)(iii) above), except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denomination thereof which by its terms may be redeemed prior to the stated maturity thereof, no deposit under clause (a)(iii) of the immediately preceding paragraph shall be deemed a payment of such Bond or Authorized Denomination thereof as aforesaid until: (a) proper notice of redemption of such Bond or Authorized Denomination thereof shall have been previously given in accordance with Article III of this Indenture, or in the event said Bond or Authorized Denomination thereof is not to be redeemed within the next succeeding sixty (60) days, until the Company shall have given the Trustee on behalf of the Issuer, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owner of such Bond or Authorized Denomination thereof in accordance with Article III hereof, that the deposit required by (a)(iii) above has been made with the Trustee and that said Bond or Authorized Denomination thereof is deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof, or (b) the maturity of such Bond or Authorized Denomination thereof.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) with respect to which such moneys and Government Obligations have been so set aside in trust.

Anything in Article XII hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the

Trustee pursuant to this Article for the payment of Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon and such Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of each of the Bonds affected thereby.

Section 802. Partial Release Of First Mortgage Bonds.

The Company is entitled to obtain the release of a portion of the First Mortgage Bonds held by the Trustee by either (i) surrendering to the Trustee for cancellation a like principal amount of outstanding Bonds having corresponding maturities and interest rates, or (ii) depositing with the Trustee in the account for such series in the Collateral Release Fund any combination of cash and Government Obligations, the principal amount of which and the interest thereon when due will be sufficient to pay when due the principal of, premium, if any, and interest on, a principal amount of outstanding Bonds equal to the principal amount of, and with maturities and interest rates corresponding to those of, the First Mortgage Bonds so released.

Article IX.

Default Provisions And Remedies Of Trustee And Bondholders.

Section 901. Defaults; Events Of Default.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "default" or an "event of default":

- (a) Failure to make payment of any installment of interest on any Bond when the same has become due and payable and the continuation thereof for sixty (60) days;
- (b) Failure to make payment of the principal of and premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof or upon the maturity thereof by declaration;
- (c) The occurrence of an "event of default" under the Agreement;
- (d) Default in the performance or observance of any covenants, agreements or conditions on the part of the Company in the First Mortgage Indenture and continuation thereof for any grace period provided for therein;

(e) Acceleration for any reason of the maturity of all of the First Mortgage Bonds; or

(f) Failure of the Issuer to perform or observe any of its covenants, agreements or conditions in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 910 hereof.

Section 902. Acceleration.

Upon the occurrence of an event of default under Section 901 hereof, the Trustee may, and upon the written request of the holders of not less than a majority in aggregate principal amount of Bonds then outstanding shall, by notice in writing delivered to the Company with copies of such notice being sent to the Issuer, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have as owner of First Mortgage Bonds and under the Agreement, including the right to demand redemption of First Mortgage Bonds held by it.

Upon the occurrence of an event of default described in Section 901(e) hereof, the principal, together with interest accrued thereon, of all Bonds then outstanding shall become due and payable immediately at the place of payment provided therein without the necessity of any action by the Trustee or any Bondholder, anything in this Indenture or in the Bonds to the contrary notwithstanding; provided, however, that a waiver of default and acceleration of the maturity of all the First Mortgage Bonds, pursuant to the terms thereof, shall also constitute a waiver of default described in Section 901(e) hereof and of its consequences; but no waiver shall extend to or after any subsequent default or impair any right consequent thereon.

Section 903. Remedies; Rights Of Bondholders.

Upon the occurrence of an event of default, and so long as such event is continuing, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds or on the First Mortgage Bonds then outstanding.

If an event of default shall have occurred and be continuing and if requested to do so by the owners of not less than a majority in aggregate principal amount of Bonds then outstanding, and if indemnified as provided in subsection (i) of Section 1101 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Section

903 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee pursuant to Section 909 hereof or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

The Trustee, as the assignee of all the right, title and interest of the Issuer in and to the Agreement and the First Mortgage Bonds, shall enforce each and every right granted to the Issuer under the Agreement and the First Mortgage Bonds. In exercising such rights and the rights given the Trustee under this Article IX, the Trustee shall take such action as, in the judgment of the Trustee applying the standards described in Section 1101 hereof, would best serve the interest of the Bondholders, taking into account the provisions, security and remedies afforded to owners of the First Mortgage Bonds.

Section 904. Right Of Bondholders To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, the owners of not less than a majority in aggregate principal amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 905. Application Of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 608 hereof shall, after payment of the costs and expenses of the proceedings

resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and its Counsel, be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First -- To the payment to the persons entitled thereto of all interest then due on the Bonds (other than interest due on Bonds for the payment of which moneys are held pursuant to the provisions of this Indenture), and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege;

Second -- To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), and, if the amount available shall not be sufficient to pay in full such unpaid principal and premium, then to the payment ratably to the persons entitled thereto without any discrimination or privilege; and

Third -- To the payment to the persons entitled thereto of interest on overdue principal of and premium, if any, on any Bonds without preference or priority as between principal or premium or interest one over the others, or any installment of interest over any other installment of interest, or of any Bond over any other Bond, and if the amount available shall not be sufficient to pay such amounts in full, then ratably, without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and premium, if any, and interest then due and unpaid upon the Bonds (other than Bonds matured or called for redemption or interest due on Bonds for the payment of which moneys are held pursuant to the provisions of this Indenture), without preference or priority of principal, premium or interest one over the others, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the

provisions of Section 905(b) hereof in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 905(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine. Whenever the Trustee shall apply such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

Whenever all principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section 905 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 613 hereof.

Section 906. Remedies Vested In Trustee.

All rights of action (including the right to file proofs of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of the Outstanding Bonds.

Section 907. Rights And Remedies Of Bondholders.

No Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1101 hereof, or of which by said subsection it is deemed to have notice, (ii) such default shall have become an event of default and be continuing, (iii) the Owners of not less than a majority in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee, shall have offered the Trustee reasonable opportunity either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in Section 1101, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby

declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder. No one or more Owners of the Bonds shall have any right in any manner whatsoever to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof.

Section 908. Termination Of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken and no such termination shall impair any proceeding or right consequent to any other or subsequent default.

Section 909. Waivers Of Events Of Default.

Subject to the next paragraph, the Trustee may in its discretion waive any event of default hereunder and rescind its consequences and shall do so upon the written request of the Owners of not less than a majority in aggregate principal amount of all Bonds then outstanding; provided, however, that there shall not be waived any event of default in the payment of the principal of, or premium on, any Outstanding Bonds when due (whether at maturity or by redemption), or any event of default in the payment when due of the interest on any such Bonds, unless prior to such waiver and rescission, all arrears of principal of and interest upon such Bonds, and interest on overdue principal at the rate borne by the Bonds on the date on which such principal became due and payable, and all arrears of premium, if any, when due, together with the reasonable expenses of the Trustee and of the Owners of such Bonds, including reasonable attorneys' fees paid or incurred, shall have been paid or provided for; provided further, that there shall not be waived an event of default described under Section 901(e) hereof unless there shall have also been waived the default resulting in the acceleration of the First Mortgage Bonds; provided further, that there shall not be waived any event of default in the payment when due of any purchase prices of any Bonds pursuant to Article IV hereof unless prior to such waiver and rescission all arrears of such purchase prices, together with reasonable

expenses of the Trustee and of the Owners of such Bonds, including reasonable attorneys' fees paid or incurred, shall have been paid or provision therefor made. In the case of any such waiver and rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver and rescission shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer and the Company.

The provisions of Sections 901 and 902 hereof are subject to the conditions that if, after the principal of all Bonds then outstanding shall have been declared to be due and payable, all arrears of principal of and interest upon such Bonds, and the premium, if any, on all Bonds then outstanding which shall have become due and payable otherwise than by acceleration, and all other sums payable under this Indenture, except the principal of, and interest on, the Bonds which by such declaration shall have become due and payable, shall have been paid by or on behalf of the Issuer, together with the reasonable expenses of the Trustee and of the Owners of such Bonds, including reasonable attorneys' fees paid or incurred, and if no other defaults shall have occurred and be continuing, then and in every such case, the Trustee shall annul such declaration of maturity and its consequences, which waiver and annulment shall be binding upon all Bondholders; but no such waiver, rescission and annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon. In the case of any such annulment, the Company, the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights under this Indenture. All waivers and annulments under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer and the Company.

Section 910. Notice Of Event Of Default Under Section 901(f) Hereof; Opportunity Of Company To Cure Defaults.

Anything herein to the contrary notwithstanding, no default under Section 901(f) hereof shall constitute an event of default until actual notice of such default, requiring that it be remedied and stating that such notice is a "Notice of Default" hereunder, by registered or certified mail shall be given to the Issuer and the Company by the Trustee or to the Issuer and the Company and the Trustee by the Owners of more than a majority in aggregate principal amount of all Bonds Outstanding, and the Company or the Issuer shall have had sixty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an event of

default if corrective action is instituted within the applicable period and diligently pursued until the default is corrected and the fact of such non-correction, corrective action and diligent pursuit is evidenced to the Trustee by a certificate of an Authorized Company Representative.

Whenever, so long as the Company is not in default under the Agreement, after a reasonable request by the Company, the Issuer shall fail, refuse or neglect to give any direction to the Trustee or to require the Trustee to take any other action which the Issuer is required to have the Trustee take pursuant to the provisions of the Agreement or this Indenture, the Company instead of the Issuer may give any such direction to the Trustee or require the Trustee to take any such action. Upon receipt by the Trustee of a written notice signed by the Authorized Company Representative stating that the Company has made reasonable request of the Issuer, and that the Issuer has failed, refused or neglected to give any direction to the Trustee or to require the Trustee to take any such action, the Trustee is hereby irrevocably empowered and directed to accept such direction from the Company as sufficient for all purposes of this Indenture. The Company shall have the direct right to cause the Trustee to comply with any of the Trustee's obligations under this Indenture to the same extent that the Issuer is empowered so to do.

Certain actions or failures to act by the Issuer under this Indenture may create or result in an event of default under this Indenture and the Issuer hereby grants the Company full authority, to the extent permitted by law, for account of the Issuer to perform or observe any covenant or obligation of the Issuer alleged in a written notice to the Issuer and the Company from the Trustee not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to remedy any default.

Article X.

Voting Of First Mortgage Bonds.

Section 1001. Voting Of First Mortgage Bonds Held By The Trustee.

The Trustee, as a holder of the First Mortgage Bonds, may attend any meeting of Bondholders under the First Mortgage Indenture as to which it receives due notice. Except as otherwise herein provided, the Trustee, either at such meeting or otherwise, where the consent of holders of the First Mortgage Bonds is sought, may vote the First Mortgage Bonds held by it hereunder or otherwise consent thereto in such manner as it shall in its judgment deem to be in the interest of the Owners of the Bonds. In making this judgment, the Trustee may seek consent of the Owners of the Bonds and the Trustee may also rely on the advice of qualified financial advisers and

consultants in making said judgment and shall be indemnified by the Company for the reimbursement of all expenses to which it may be put and to protect it against all or any action or inaction. In the event that the Trustee shall seek or be required to seek the consent of the Owners of the Bonds prior to voting the First Mortgage Bonds, the Trustee shall vote the aggregate principal amount of such First Mortgage Bonds, if not precluded from doing so under the First Mortgage Indenture, in proportion to the aggregate principal amount of the Bonds represented by the votes of owners thereof on each side of the question under consideration.

Article XI.

The Trustee.

Section 1101. Acceptance Of The Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be responsible for the acts of any attorneys, agents or receivers appointed by it in good faith and without negligence, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder and under the Tax Agreement, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) Except for its certificate of authentication on the Bonds and other information the Trustee is required to set forth on the Bonds pursuant to Section 206 hereof, the Trustee shall not be responsible for any recital herein, or in the Bonds, or for the recording or re-recording, filing or refiling of this Indenture, or for the validity of the execution by the Issuer of this Indenture or any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VII hereof.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds with the same rights which it would have if it were not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, resolution, consent, certificate, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency of validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Issuer Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section 1101, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate signed on behalf of the Issuer by the Authorized Issuer Representative to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article IV and defaults under Section 901(a), (b) or (c) hereof, unless an officer in the Corporate Trust Services Division of the Trustee or the department designated by any successor Trustee shall receive notice in writing of such default by the Issuer or by the Owners of at least 25% in aggregate principal amount of all Bonds then outstanding.

(h) The Trustee shall not be required to give any bonds or surety in respect of the execution of its trusts and powers hereunder.

(i) Before taking any action under Article IX hereof or this Section 1101 or Section 1104 at the request or direction of the Bondholders, the Trustee may require that a satisfactory indemnity bond be furnished by the Bondholders for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted for its negligence or willful default in connection with any action so taken.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(k) The Trustee, prior to the occurrence of an event of default specified in Section 901 of this Indenture and after the curing or waiving of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and, in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture. In case an event of default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(l) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) This subsection shall not be construed to limit the effect of subsection (k) of this Section;

(ii) The Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in aggregate principal amount of the Bonds outstanding relating to the time, method and place of conducting any proceeding or any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) No provision of this Indenture or the Arbitrage Regulation Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 1102. Fees, Charges And Expenses Of Trustee.

The Trustee shall be entitled to payment and/or reimbursement from the Company for reasonable fees for its Ordinary Services rendered hereunder and all advances and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, in the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, from the Company, and to reimbursement from the Company for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the negligence or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement from the Company for the reasonable fees and charges of the Trustee as Paying Agent and bond registrar for the Bonds. Pursuant to Section 5.2 of the Agreement, all such fees and expenses shall be paid by the Company. Upon the occurrence of an event of default and during its continuance, the Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 1103. Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by subsection (g) of Section 1101 hereof required to take notice or if notice of default is received by the Trustee as in said subsection (g) provided, then the Trustee shall promptly give written notice thereof by first class mail within fifteen days, unless such default is cured or waived, to the Owners of all Bonds then outstanding; provided that, except in the case of default in the payment of the principal, of, premium, if any, or interest on any Bond, the Trustee may withhold such notice to the Bondholders if and so long as the board of directors, the executive committee, or a trust committee of directors and/or responsible officers, of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders; provided further, that nothing in this Section 1103 shall be deemed to limit the notice required by Section 905 hereof.

Section 1104. Intervention By Trustee.

In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of the Bondholders and, subject to the provisions of Section 1101(i), shall do so if requested in writing by the owners of a majority in aggregate principal amount of all Bonds then outstanding.

Section 1105. Successor Trustee.

Any corporation or association into which the Trustee may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument on the part of any of the parties hereto.

Section 1106. Resignation By The Trustee.

The Trustee may at any time resign from the trusts hereby created by giving sixty days written notice to the Issuer and to the Company and to each holder of Bonds as shown by the list of Bondholders required by Section 209 hereof, and such resignation shall take effect at the appointment of a successor Trustee pursuant to the provisions of Section 1108 hereof and acceptance by the successor Trustee of such trusts. If no successor Trustee shall have been so appointed and have accepted appointment within sixty days of the giving of written notice by the resigning Trustee as aforesaid, the resigning Trustee or the holder of any Bond may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1107. Removal Of The Trustee.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, and the Company and signed by the owners of a majority in aggregate principal amount of Bonds then outstanding.

Section 1108. Appointment Of Successor Trustee.

In case the Trustee hereunder shall:

- (a) resign pursuant to Section 1106 hereof;

(b) be removed pursuant to Section 1107 hereof; or

(c) be dissolved, taken under the control of any public officer or officers or of a receiver appointed by a court, or otherwise become incapable of acting hereunder,

a successor shall be appointed by the Issuer with the written consent (which shall not be unreasonably withheld) of the Company; provided, that if a successor Trustee is not so appointed within ten days after notice of resignation is given or instrument of removal is delivered as provided under Sections 1106 and 1107 hereof, respectively, or within ten days of the Issuer's knowledge of any of the events specified in (c) hereinabove, then the holders of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such holders, may designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing, and subject to the laws of the State of Illinois within or outside the State of Illinois having a reported capital and surplus of not less than \$50,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article XI prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the holder of any Bond or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 1109. Concerning Any Successor Trustees.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but, nevertheless, (1) such predecessor shall, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder, and (2) every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 1110. Trustee Protected In Relying Upon Ordinances, Etc.

The ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the withdrawal of cash hereunder.

Section 1111. Successor Trustee As Trustee Of Bond Fund And Construction Fund And Paying Agent.

In the event of a change in the office of the Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the First Mortgage Bonds, the Bond Fund and the Construction Fund and Registrar Paying Agent for principal and interest and premium, if any, on the Bonds and the successor Trustee shall become such Trustee, Registrar and Paying Agent.

Section 1112. Trustee May Deal In Bonds.

The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take with like effect as if the Trustee were not a party to the Indenture.

Section 1113. No Transfer of First Mortgage Bonds, Exception.

Except as required to effect an assignment to a successor Trustee or if an event of default has occurred hereunder, the Trustee shall not sell, assign or transfer the First Mortgage Bonds held by it hereunder.

Section 1114. Appointment Of Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of Illinois) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 1114 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Article XII.

Supplemental Indentures.

Section 1201. Supplemental Indentures Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) to cure any ambiguity, formal defect, omission or inconsistent provision in the Indenture (provided that such action shall not adversely affect the interests of the Bondholders);
- (b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) to subject to the Indenture additional revenues, properties or collateral;

(d) to modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute or securities laws of any of the states of the United States of America;

(e) to evidence the appointment of a separate trustee or a co-trustee or to evidence the succession of a new trustee or a new co-trustee hereunder;

(f) to provide for the use of an uncertificated book-entry system (provided, however, that the Issuer and the Trustee have received an opinion of Bond Counsel to the effect that the use of an uncertificated book-entry system complies with all applicable laws and will not adversely affect the exclusion from federal gross income of interest on any of the Bonds);

(g) to authorize different Authorized Denominations of the Bonds and to make correlative amendments and modifications to this Indenture regarding exchangeability of Bonds of different Authorized Denominations, redemptions of portions of Bonds of particular Authorized Denominations and similar amendments and modifications of a technical nature; or

(h) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondholders and which does not involve a change described in clauses (a), (b), (c), (d), (e) or (f) of Section 1202 hereof and which, in the reasonable judgment of the Trustee, is not to the prejudice of the Trustee.

Section 1202. Supplemental Indentures Requiring Consent Of Bondholders.

Exclusive of supplemental indentures covered by Section 1201 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the

terms or provisions contained in this Indenture or in any indenture supplemental hereto; provided, however, that nothing in this Section 1202 contained shall permit or be construed as permitting, without the consent of the Owners of all of the Bonds at the time outstanding, (a) an extension of the maturity on any Bond or on any First Mortgage Bond, or (b) a reduction in the principal amount of, or redemption premium on, any Bond or First Mortgage Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a change of a purchase date or of the conditions permitting a Bondholder to tender a Bond for purchase as herein provided, or (e) except as otherwise herein provided, any release of the First Mortgage Bonds or any other collateral from the lien of this Indenture, or (f) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 1202, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail to the owner of each Bond then outstanding as shown by the list of Bondholders required by the terms of Section 209 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the owners of not less than 66 $\frac{2}{3}$ % in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. The Issuer shall have the right to extend from time to time the period within which such consent and approval may be obtained by the Bondholders. Upon the execution of any such supplemental indenture as in this Section 1202 permitted and provided, this Indenture shall be and is deemed to be modified and amended in accordance therewith.

Section 1203. Consent Of Company To Supplemental Indentures.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any rights of the Company shall not become effective unless and until such affected party shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture, together with a copy of the

proposed supplemental indenture, to be mailed by certified or registered mail to the Company.

Section 1204. Consent Of Trustee.

The Trustee may, but shall not be obligated to, enter into any supplemental indenture which adversely affects the Trustee's own rights, liabilities, duties or immunities under this Indenture or otherwise.

Section 1205. Reliance On Opinions Of Counsel.

The Issuer and the Trustee may receive and rely on an opinion of Counsel to the effect that any supplemental indenture entered into by the Issuer and the Trustee complies with the provisions of this Article XII and an opinion of Bond Counsel that any such supplemental indenture does not adversely affect the exclusion from federal gross income of interest on the Bonds.

Article XIII.

Amendment Of Agreement.

Section 1301. Amendments, Etc., To Agreement Or First Mortgage Bonds Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may, with the consent of the Company but without the consent of or notice to any of the Bondholders, consent to any amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds as may be required (a) by the provisions of the Agreement or this Indenture, (b) for the purpose of curing any ambiguity, formal defect, omission or inconsistent provision (provided that such action shall not adversely affect the interests of the Bondholders), (c) so as to add additional rights of the Issuer acquired in accordance with the provisions of the Agreement, (d) so as to more precisely identify the Project or substitute or add thereto other property, or (e) in connection with any other change therein which, in the judgment of the Trustee, shall not adversely affect the interests of the Trustee or the Bondholders. The Issuer, the Trustee and the Company may rely upon an opinion of Counsel to the effect that any such amendment is not to the prejudice of the Trustee or the owners of the Bonds. The Agreement shall not be amended without the consent of the Trustee.

Section 1302. Amendments, Etc., To Agreement Or First Mortgage Bonds Requiring Consent Of Bondholders.

Except for the amendments, changes or modifications as provided in Section 1301 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds without the giving of notice and the written approval or consent of the owners of not less than 66 $\frac{2}{3}$ % in aggregate principal amount of the Bonds at the time outstanding given and procured as provided in this Section 1302; provided, however, that no such amendment, change or modification will, without the consent of the owners of all of the Bonds at the time outstanding, (a) reduce the percentage of the aggregate principal amount of outstanding Bonds the consent of the owners of which is required for any such amendment, change or modification or (b) decrease the amount of any payment required to be made under the Agreement or the First Mortgage Bonds or (c) extend the time for the payment of any amount required to be made under the Agreement or the First Mortgage Bonds. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 1202 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file with the Trustee for inspection by all Bondholders.

Section 1303. Consent Of Trustee.

The Trustee may, but shall not be obligated to, consent to any amendment, change or modification of the Agreement which adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 1304. Reliance On Opinions Of Counsel.

The Issuer and the Trustee may receive and rely upon an opinion of Counsel to the effect that any such proposed amendment, change or modification will comply with the provisions of this Article XIII and an opinion of Bond Counsel that any such amendment, change or modification does not adversely affect the exclusion from federal gross income of interest on the Bonds.

*Article XIV.**Miscellaneous.*

Section 1401. Consents, Etc., Of Bondholders.

Any consent, approval, direction or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, approval, direction or other instrument or of the writing appointing any such agent, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such instrument or writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument or writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 203 hereof.

In determining whether the owners of the requisite principal amount of Bonds outstanding have been given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the Company shall be disregarded and deemed not to be outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph an "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

Section 1402. Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto and the owners of the Bonds any legal or equitable right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

Section 1403. Severability.

If any provision of this Indenture shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of 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 in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1404. Notices.

It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by first class mail addressed to it at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller, or to such address as the Issuer may from time to time file with the Trustee and the Company. It shall be sufficient service of any notice or other paper on the Company if the same shall be duly mailed by first class mail addressed to it at 122 South Michigan Avenue, Chicago, Illinois 60603, Attention: Secretary and Treasurer, or to such other address as the Company may from time to time file with the Issuer and the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed to the Trustee by first class mail addressed to it at its address as first above written, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the Issuer and the Company. Any notice of redemption to be given to the Bondholders by the Trustee pursuant to Section 302 hereof and any notice of an Event of Default to be given to the Bondholders by the Trustee pursuant to Section 1103 hereof shall also be given to any beneficial owner of Bonds in

an aggregate principal amount of \$1,000,000 or more upon presentation to the Trustee of evidence of such beneficial ownership and information sufficient to give such notice in accordance with the terms hereof.

Section 1405. Payments, Notices And Actions Due On Saturdays, Sundays And Holidays.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the location of the Principal Office of the Trustee, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close in the State of Illinois, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1406. Counterparts.

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

Section 1407. Applicable Law.

This Indenture shall be governed exclusively by and construed in accordance with the laws of the State of Illinois.

Section 1408. Captions.

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

In Witness Whereof, The City of Chicago, Illinois has caused these presents to be signed in its name and behalf by its City Comptroller, and its official seal to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, The First National Bank of Chicago has caused these presents to be signed in its name and behalf by one of its vice presidents, its official seal to be hereunto affixed, and the same to be attested by one of its trust officers, all as of _____
1, 199__.

City of Chicago, Illinois

By: _____
City Comptroller

(Seal)

Attest:

By: _____
City Clerk

The First National Bank of Chicago,
as Trustee

By: _____

Its: _____

(Seal)

Attest:

By: _____

Its: _____

Indenture Of Trust.
(Multi-Modal)

City Of Chicago, Illinois

To

The First National Bank Of Chicago

As Trustee.

Securing Gas Supply Revenue Bonds, 199__ Series __.
(The Peoples Gas Light And Coke Company Project)

Dated As Of _____ 1, 199__.

This Indenture of Trust, dated as of _____ 1, 199__, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter defined as the "Issuer"), and The First National Bank of Chicago, a banking association organized and existing under the laws of the United States of America with its principal corporate trust office located at One First National Plaza, Suite 0126, Chicago, Illinois 60670, as Trustee (hereinafter defined as the "Trustee");

Witnesseth:

Whereas, The Issuer 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, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, Pursuant to an ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer has entered into the Agreement (as hereinafter defined) with The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"), providing for the undertaking by the Issuer of the financing of a portion of the cost of certain gas supply facilities, designed as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Internal Revenue Code of 1986, as amended, which facilities are generally described in Exhibit A to the Agreement, and which facilities

are located in and within the corporate boundaries of the Issuer and constitute the "Project" as defined in the Agreement; and

Whereas, The Agreement provides that, in order to finance a portion of the cost of the Project, the Issuer will issue and sell its Gas Supply Revenue Bonds, 199__ Series__ (The Peoples Gas Light and Coke Company Project) (the "Bonds"); that the Issuer will loan to the Company the proceeds received from the sale of the Bonds in order that the Company may acquire, construct and improve the Project; and that the Bonds will be secured by a pledge of certain rights of the Issuer under the Agreement and of the First Mortgage Bonds as hereinafter defined; and

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

Whereas, The Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following form and Trustee's certificate of authentication is also to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

[Form Of Bond]

United States Of America

State Of Illinois

City Of Chicago, Illinois

Gas Supply Revenue Bond, 199__ Series ____.

(The Peoples Gas Light And Coke Company Project)

Registered
No. R- _____

Registered
\$ _____

For Flexible Rate Periods Only.

Interest Rate	Number of Days in Flexible Segment	Mandatory Purchase and Interest Payment Date	Amount of Interest Due for Flexible Segment
_____ _____%	_____	_____	\$ _____

Maturity Date: _____ 1, _____

C.U.S.I.P.: _____

Registered Owner:

Principal Amount:

Dollars

City of Chicago, Illinois (the "Issuer"), a municipal corporation and a home rule unit of government of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above, and to pay (but only out of the source hereinafter provided) interest on the balance of said Principal Amount from time to time remaining unpaid until payment of said Principal Amount has been made or duly provided for, at the rates and on the dates determined as described herein and in the Indenture as hereinafter defined, and to pay (but only out of the source hereinafter provided) interest on overdue principal at the rate borne by this Bond on the date on which such principal became due and payable, except as the provisions set forth in the Indenture with respect to redemption or acceleration prior to maturity may become applicable hereto, the principal of and premium, if any, and interest on this Bond being payable in lawful money of the United States of America at the Principal Office or the New York Office of the First National Bank of Chicago, as Trustee, or its successor in trust (the "Trustee"); provided, however, payment of interest on any Interest Payment Date shall be made to the registered owner hereof as of the close of business on the Record Date with respect to such Interest Payment Date and shall be (i) paid by check or draft mailed to such registered owner hereof at his address as it appears on the registration books of the Issuer maintained by the Trustee or at such other address as is furnished in writing by such registered owner to the Trustee not later than the close of business on the Record Date or (ii) transmitted by wire transfer to the accounts with members of the Federal Reserve System located within the continental United States of America of those owners which own at least \$1,000,000 in aggregate principal amount of the Bonds and which shall have provided wire transfer instructions to the Trustee prior to the close of business on such Record Date, but, in the case of interest payable in respect of a Flexible Segment, only upon presentation of such

Bond at the Principal Office or the New York Office of the Trustee for exchange or transfer as provided in the Indenture.

Reference Is Hereby Made To The Further Provisions Of This Bond Set Forth On The Reverse Hereof And Such Further Provisions Shall For All Purposes Have The Same Effect As If Set Forth At This Place.

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

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

In Witness Whereof, The City of Chicago, Illinois has caused this Bond to be executed in its name by the facsimile signature of its Mayor and attested by the facsimile signature of its City Clerk and its corporate seal to be impressed or imprinted hereon, all as of _____, 199__.

City of Chicago, Illinois

By: _____ [Facsimile]
Mayor

Attest:

By: _____ [Facsimile]
City Clerk

[Form Of Trustee's Certificate Of Authentication]

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

Date of Authentication:

The First National Bank of Chicago,
as Trustee

By: _____

Authorized Officer

[Reverse Of Bonds]

This Bond is one of a duly authorized issue of Gas Supply Revenue Bonds, 199__ Series __ (The Peoples Gas Light and Coke Company Project) (hereinafter referred to as the "Bonds"), limited in aggregate principal amount to \$_____, issued for the purpose of financing a portion of the costs of acquiring, constructing and improving certain gas supply facilities (the "Project") for The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"), pursuant to an Indenture of Trust dated as of _____ 1, 199__, between the Issuer and the Trustee (which Indenture as from time to time supplemented and amended, is hereinafter referred to as the "Indenture"). Under the terms of a Loan Agreement dated as of _____ 1, 199__, between the Issuer and the Company (which Loan Agreement, as from time to time is supplemented and amended, is hereinafter referred to as the "Agreement"), proceeds from the sale of the Bonds are to be loaned by the Issuer to the Company and the Company is to acquire, construct and improve the Project. The Bonds are secured by and entitled to the protection of the Indenture. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security, rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds and the terms upon which the Bonds are or may be issued and secured.

This Bond may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the Principal Office or the New York Office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer or exchange a new registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

In The Manner Provided And Subject To The Provisions Of The Indenture, The Term Of The Bonds Will Be Divided Into Consecutive Rate Periods During Each Of Which The Bonds Shall Bear Interest At Either A Daily Rate, A Weekly Rate, A Term Rate Or Flexible Rates, Each Of Which Shall Be Determined In The Manner Provided In The Indenture. In No Event Shall The Interest Rate On Any Bond Be Greater Than 14% Per Annum.

The First Rate Period Shall Be Selected By The Company In Accordance With The Indenture And Agreement On Or Before The Date Of Issuance Of The Bonds.

Interest on this Bond shall be payable on each Interest Payment Date for the period commencing on the next preceding Interest Payment Date (or if no interest has been paid hereon, commencing on the Dated Date) and ending on the day next preceding such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, Bonds shall bear interest from the last date to which interest has been paid in full or duly provided for on the Bonds, or if no interest has been paid or duly provided for on the Bonds, from the Dated Date. Interest shall be computed (1) in the case of a Term Rate Period, on the basis of a 360-day year consisting of twelve 30-day months, and (2) in the case of any other Rate Period, on the basis of a 365- or 366-day year, as appropriate, and the actual number of days elapsed.

The term "Interest Payment Date" means (1) with respect to any Daily Rate Period or Weekly Rate Period, the first Business Day of each calendar month, (2) with respect to any Term Rate Period, the first day of the sixth calendar month following the effective date of such Term Rate Period, and the first day of each successive sixth calendar month, if any, of such Term Rate Period, (3) with respect to any Flexible Segment, the Business Day next succeeding the last day thereof and (4) with respect to each Rate Period, the day next succeeding the last day thereof.

The term "Record Date" means with respect to any Interest Payment Date in respect of a Daily Rate Period, a Weekly Rate Period or a Flexible Segment, the Business Day next preceding such Interest Payment Date and, with respect to any Interest Payment Date in respect of a Term Rate Period, the fifteenth day of the calendar month next preceding such Interest Payment Date.

The Bonds shall be deliverable in the form of registered Bonds without coupons in the denominations of \$5,000 and any integral multiple thereof during any Term Rate Period; in the denominations of \$100,000 and any integral multiple thereof during any Daily Rate Period or Weekly Rate Period; and in the denominations of \$100,000 and any integral multiple of \$5,000 in excess of \$100,000 during any Flexible Rate Period.

The Bonds Are Subject To Optional And Mandatory Tender And Purchase As Provided In The Indenture.

The Bonds Are Subject To Optional And Mandatory Redemption As Provided In The Indenture.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Section 6(a) of Article VII of the 1970

Constitution of the State of Illinois and pursuant to an ordinance of the City Council of the Issuer. This Bond and the series of which it forms a part are limited obligations of the Issuer payable solely out of the revenues and receipts derived by the Issuer under the Agreement (except as provided in the Indenture to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), which revenues and receipts include among other things the payments made on the First Mortgage Bonds delivered by the Company pursuant to the Agreement. No owner of any of the Bonds has the right to compel any exercise of taxing power of the Issuer to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds do not constitute an indebtedness of the Issuer, or a loan of credit thereof within the meaning of any constitutional or statutory provision. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of, premium, if any, and interest on the Bonds are to be paid by the Company to the Trustee and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series__", and all such payments have been duly pledged and assigned to the Trustee under the Indenture to secure payment of such principal, premium, if any, and interest.

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

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an Event of Default as defined in the Indenture occurs, the principal of all Bonds issued under the Indenture may be declared due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

The Issuer, the Trustee, the Remarketing Agent and any other agent of the Issuer or the Trustee may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and neither the Issuer, the Trustee, the Remarketing Agent nor any such agent shall be affected by notice to the contrary.

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

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

Terms which are used herein as defined terms and which are not otherwise defined shall have the meanings assigned to them in the Indenture.

[Form Of Assignment]

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

Unif. Gift Min. Act__

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

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

Assignment.

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ Attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

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

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

[End Of Bond Form]

Whereas, The execution and delivery of the Bonds and of the Indenture have been duly authorized and all things necessary to make the Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Indenture a valid and binding agreement have been done; now, therefore,

This Indenture Of Trust Witnesseth:

That the Issuer in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the purchasers thereof, One Dollar duly paid to the Issuer by the Trustee at or before the execution and delivery of these presents and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds outstanding hereunder from time to time, according to their tenor and effect, and to secure the observance and performance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever:

Granting Clause First.

All of the rights and interest of the Issuer in and to the First Mortgage Bonds (as hereinafter defined) and the Agreement, including all extensions and renewals of the term thereof, if any, together with all right, title and interest of the Issuer therein (except for the right of the Issuer to the payment of costs, expenses and indemnification pursuant to Sections 5.3 and 6.4 of the Agreement and any rights of the Issuer to receive any notices, certificates, requests, requisition or other communications under the Agreement) including, but without limiting the generality of the foregoing, the present and continuing right to receive, receipt for, collect or make claim for any of the moneys, income, revenues, issues, profits and other amounts payable or receivable thereunder, including payments made by the Company under the Agreement, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer or any other person is or may become entitled to do under the Agreement.

Granting Clause Second.

All payments to be received by the Issuer (except as provided in the preceding paragraph) under the Agreement, together with all other revenues, and all moneys and earnings thereon held by the Trustee in the Construction Fund or in the Bond Fund under the terms of the Indenture.

Granting Clause Third.

Any and all other property of each name and nature from time to time hereafter by delivery or by writing of any kind pledged or assigned as and for additional security hereunder, by the Issuer or by anyone on its behalf or with its written consent, to the Trustee, which are hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

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

In Trust Nevertheless, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds (except as otherwise provided herein).

Provided, However, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest and premium, if any, due or to become due thereon, at the times and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article VI hereof or shall provide, as permitted by Article VIII hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to be become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

This Indenture Of Trust Further Witnesseth, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and the revenues and receipts derived from the Project hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Bonds, as follows:

Article I.

Definitions And Rules Of Interpretation.

Section 101. Rules Of Interpretation.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(A) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Indenture.

(B) The words "herein", "hereof", "hereto", "hereby", and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(C) The terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular.

(D) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as in effect from time to time.

(E) Every "request", "order", "demand", "application", "appointment", "notice", "statement", "certificate", "consent", or similar action hereunder by the Issuer shall, unless the form thereof is specifically provided, be in writing, signed by the Authorized Issuer Representative.

(F) All other terms used herein which are defined in the Agreement shall have the same meanings assigned them in the Agreement unless the context otherwise requires.

Section 102. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

"Agreement" means the Loan Agreement executed by and between the Issuer and the Company of even date herewith, as from time to time supplemented and amended.

"Authorized Company Representative" means any person at the time designated to act on behalf of the Company by a written certificate furnished to the Issuer, the Remarketing Agent and the Trustee containing the specimen signature of such person and signed on behalf of the Company by any officer of the Company. Such certificate may designate an alternate or alternates.

"Authorized Denominations" means with respect to any Term Rate Period, \$5,000 or any integral multiple thereof; with respect to any Daily Rate Period or Weekly Rate Period, \$100,000 and any integral multiple thereof; and with respect to any Flexible Rate Period, \$100,000 and any integral multiple of \$5,000 in excess of \$100,000.

"Bond Counsel" means an attorney at law or a firm of attorneys (who is of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivision) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Fund" means City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series __ created by Section 602 hereof.

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

"Bonds" means the \$_____ aggregate principal amount of Gas Supply Revenue Bonds, 199__ Series __ (The Peoples Gas Light and Coke Company Project), to be issued by the Issuer hereunder.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in Chicago, Illinois, in New York, New York, and in the city where the Principal Office of the Trustee is located are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Certified Ordinance" means a copy of one or more ordinances certified by the City Clerk of the Issuer under its seal to have been duly adopted by the Issuer and to be in effect on the date of such certification.

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder or (to the extent applicable) under prior law, including temporary regulations.

"Collateral Release Fund" means the Collateral Release Fund created by Section 614 hereof.

"Company" means The Peoples Gas Light and Coke Company, a corporation organized and existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted in Section 5.1 of the Agreement.

"Construction Fund" means City of Chicago, Illinois Construction Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series __ created by Section 602 hereof.

"Counsel" means an attorney at law or a firm of attorneys (who may be an employee of or counsel to the Issuer or the Company) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Daily Rate" means the variable interest rate on the Bonds established in accordance with Section 203(a) hereof.

"Daily Rate Period" means each period during which Bonds bear interest at Daily Rates.

"Dated Date" means the date of issuance and delivery to the Underwriter of the Bonds, or if the first Rate Period is a Term Rate Period, then _____ 1, 199__.

"Default" or "event of default" means any occurrence or event specified in and defined by Section 901 hereof.

"Exempt Facilities" means facilities (i) which constitute land or property of a character subject to depreciation under Section 167 of the Code and (ii) quality as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Code.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered and all reasonable expenses, including counsel fees, incurred under the Indenture and the Tax Agreement other than Ordinary Services and Ordinary Expenses including any tax or governmental charge due in connection with the exchange of any Bond which is not chargeable to the Bondholder pursuant to Section 204 hereof.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series BB, issued pursuant to the Series __ First Mortgage Supplemented Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Illinois Merchants Trust Company (succeeded by Continental Bank, National Association), as Trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series __ First Mortgage Supplemental Indenture.

"First Mortgage Trustee" means Continental Bank, National Association, as Trustee under the First Mortgage Indenture, or its successor as such Trustee.

"Flexible Rate" shall mean, with respect to any Bond, the non-variable interest rate associated with such Bond established in accordance with Section 203(d) hereof.

"Flexible Rate Period" means each period, comprised of Flexible Segments, during which Bonds bear interest at Flexible Rates.

"Flexible Segment" shall mean, with respect to each Bond bearing interest at a Flexible Rate, the period established in accordance with Section 203(d) hereof.

"Government Obligations" means non-callable direct general obligations of, or obligations the payment of the principal and interest of which are unconditionally guaranteed by the United States of America.

"Indenture" means these presents as supplemented and amended by any supplemental indentures executed by the Issuer and the Trustee pursuant to Article XII hereof.

"Interest Payment Date" means (i) with respect to any Daily Rate Period or Weekly Rate Period, the first Business Day of each calendar month, (ii) with respect to any Term Rate Period, the first day of the sixth calendar month following the effective date of such Term Rate Period, and the first day of each successive sixth calendar month, if any, of such Term Rate Period, (iii) with respect to any Flexible Segment, the Business Day next succeeding the last day thereof and (iv) with respect to each Rate Period, the day next succeeding the last day thereof.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties and functions of the Issuer.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company, with notice to the Trustee.

"New York Office" of the Trustee means First Chicago Trust Company of New York, 14 Wall Street, Eighth Floor, New York, New York 10005, or such other address as may be designated by the Trustee by appropriate notice at least 30 days prior to any change in such address.

"Ordinary Services" and "Ordinary Expenses" mean those services rendered and those reasonable expenses incurred by the Trustee hereunder which are equivalent to those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

"Outstanding" or "outstanding", in connection with Bonds means, as of the time in question, all Bonds authenticated and delivered under this Indenture, except:

A. Bonds theretofore canceled or required to be canceled under Section 210 hereof;

B. Bonds which are deemed to be paid in accordance with Article VIII hereof; and

C. Bonds (including Bonds which are deemed to have been purchased pursuant to Section 403 hereof) in substitution for which other Bonds have been authenticated and delivered; pursuant to Article II hereof.

In determining whether the owners of a requisite aggregate principal amount of outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Indenture, Bonds which are owned of record by the Company or any affiliate thereof or held by the Trustee for the account of the Company shall be disregarded and deemed not to be outstanding hereunder for the purpose of any such determination (except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, directions, notice, consent or waiver, only Bonds which the Trustee knows to be so owned or held shall be disregarded) unless all Bonds are owned by the Company or any affiliate thereof and/or held by the Trustee for the account of the Company, in which case such Bonds shall be considered outstanding for the purpose of such determination. For the purpose of this definition, an "affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and "control", when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Paying Agent" means the Trustee.

"Person" means natural persons, partnerships, associations, corporations, trusts, and public bodies.

"Principal Office" means, with respect to the Trustee, the principal corporate trust office of the Trustee, which office at the date of acceptance of the Trustee of the duties and obligations imposed upon it hereunder is located at the address specified in Section 1404 hereof.

"Project" means the land, structures, machinery, equipment, systems or processes, or any portion thereof, which are described in Exhibit A to the Agreement, as said Exhibit A may from time to time be amended.

"Rate Period" means any Daily Rate Period, Weekly Rate Period, Flexible Rate Period and Term Rate Period.

"Rating Category" or "Rating Categories" means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or graduation of such rating category or categories by a numerical modifier or otherwise.

"Rebate Fund" means the fund created by Section 618 hereof.

"Record Date" means with respect to any Interest Payment Date in respect of a Daily Rate period, a Weekly Rate period or a Flexible

Segment, the Business Day next preceding such Interest Payment Date and, with respect to any Interest Payment Date in respect of a Term Rate Period, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Registrar" means the Trustee.

"Remarketing Agent" means the remarketing agent appointed in accordance with Section 408 hereof and any permitted successor thereto.

"Revenues" means (i) all amounts payable in respect of the principal, premium, if any, and interest on the First Mortgage Bonds, (ii) any portion of net proceeds of the Bonds deposited with the Trustee under Section 603 hereof for the payment of accrued interest, (iii) any amounts paid into the Bond Fund from the Construction Fund, (iv) any earnings on moneys on deposit in the Bond Fund and (v) any other moneys paid by the Company pursuant to Section 4.3 of the Agreement. Revenues shall not include any amounts payable by the Company pursuant to Sections 5.3 and 6.4 of the Agreement.

"Series BB First Mortgage Supplemental Indenture" means the supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"S. & P.", means Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company, with notice to the Trustee.

"State" means the State of Illinois.

"Tax Agreement" means the Tax Exemption Certificate and Agreement dated as of the date of delivery of the Bonds, among the Issuers, the Company and the Trustee.

"Term Rate" means a non-variable interest rate on the Bonds established in accordance with Section 203(c) hereof.

"Term Rate Period" means each period during which a Term Rate is in effect.

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

"Trustee" means The First National Bank of Chicago and any successor trustee pursuant to Section 1105 or 1109 hereof at the time serving as successor Trustee hereunder.

"Weekly Rate" means the variable interest rate on the Bonds established in accordance with Section 203(b) hereof.

"Weekly Rate Period" means each period during which Bonds bear interest at Weekly Rates.

Article II.

The Bonds.

Section 201. Authorized Amount Of Bonds.

No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$ _____, except as provided in Section 208 hereof.

Section 202. Issuance Of Bonds.

The Issuer may issue the Bonds following the execution of this Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Bonds and deliver them as specified in such request. The Bonds shall be designated "City of Chicago, Illinois Gas Supply Revenue Bonds, 199____ Series ____ (The Peoples Gas Light and Coke Company Project)". The Bonds shall be issuable as fully registered Bonds without coupons in Authorized Denominations. Unless the Issuer shall otherwise direct, the Bonds shall be numbered as determined by the Trustee.

The Bonds shall be dated as of the Dated Date, shall mature subject to prior redemption upon the terms and conditions hereinafter set forth, on _____ 1, _____, and shall bear interest as herein provided from the Dated Date. Interest on each Bond shall be payable on each Interest Payment Date for each such Bond for the period commencing on the next preceding Interest Payment Date (or if no interest has been paid thereon, commencing on the Dated Date) and ending on the day next preceding such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, Bonds shall bear interest from the last date to which interest has been paid in full or duly provided for on the Bonds or, if no interest has been paid or duly provided for on the Bonds, from the date thereof. Each Bond shall bear interest on overdue principal at the rate borne by the Bonds on the date on which such

principal became due and payable. The Trustee shall insert the date of authentication of each Bond in the place provided for such purpose in the form of certificate of authentication of Trustee to be printed on each Bond.

The principal of and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts (which shall be in immediately available funds except for payments in respect of Term Rate Periods, which shall be made in clearinghouse funds), and such principal and premium, if any, shall be payable at the Principal Office or the New York Office of the Trustee. Payment of interest on any Interest Payment Date on any Bond shall be made to the Owner thereof as of the close of business on the Record Date immediately prior thereto and shall be (i) made by check or draft mailed on the Interest Payment Date to the owner as of the close of business on the Record Date immediately preceding the Interest Payment Date, at his address as it appears on the registration books of the Issuer or at such other address as is furnished to the Trustee in writing by such owner not later than the close of business on the Record Date for such Interest Payment Date, or (ii) transmitted by wire transfer to the accounts with members of the Federal Reserve System located within the continental United States of America of those owners which own at least \$1,000,000 in aggregate principal amount of the Bonds and which shall have provided wire transfer instructions to the Trustee prior to the close of business on such Record Date, but, in the case of interest payable in respect of a Flexible Segment, only upon presentation of such Bond for exchange or transfer in accordance with the provisions hereof, except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Owners in whose names any such Bonds are registered at the close of business on the fifth (5th) Business Day next preceding the date of payment of such defaulted interest.

The Bonds shall bear interest from and including the Dated Date until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Interest on the Bonds shall be paid on each Interest Payment Date. During any Flexible Rate Period, Daily Rate Period or Weekly Rate Period, interest on the Bonds shall be computed upon the basis of a 365- or 366-day year, as applicable, for the number of days actually elapsed. During any Term Rate Period, interest on the Bonds shall be computed upon the basis of a 360-day year, consisting of twelve (12) thirty (30) day months.

Section 203. Determination Of Rate Periods And Interest Rates.

In the manner hereinafter provided, the term of the Bonds will be divided into consecutive Rate Periods during which the Bonds shall bear interest at

the Daily Rate, the Weekly Rate, the Flexible Rate or the Term Rate. The first Rate Period shall commence on the date of issuance of the Bonds hereunder and shall be the Rate Period elected by the Company in writing on such date. The Bonds shall bear interest at the rate or rates per annum established from time to time in accordance with the provisions of this Indenture.

(a)(i) Determination of Daily Rate. During each Daily Rate Period, the Bonds shall bear interest at the Daily Rate, which shall be determined by the Remarketing Agent on each Business Day for Such Business Day. The Daily Rate shall be the lowest rate determined by the Remarketing Agent to be the interest rate which would enable the Remarketing Agent to sell the Bonds on the effective date of such rate at a price equal to 100% of the principal amount thereof; provided, however, that with respect to any day which is not a Business Day and any other day or which the Remarketing Agent shall not have determined a Daily Rate, the Daily Rate for such day shall be the same as the Daily Rate for the immediately preceding day. In no event shall the Daily Rate exceed 14% per annum. The Remarketing Agent shall provide the Trustee with immediate telephonic notice of each Daily Rate, as determined.

(ii) Adjustment to Daily Rate. At any time, the Company by written direction to the Issuer, the Trustee and the Remarketing Agent, may elect that the Bonds shall bear interest at a Daily Rate. Such direction shall (A) specify the effective date of such adjustment to Daily Rate which shall be (1) a Business Day not earlier than the 25th day following the fifth Business Day after the date of receipt by the Trustee of such direction, (2) in the case of an adjustment from a Term Rate Period, the day immediately following the last day of the then current Term Rate Period, and (3) in the case of an adjustment from a Flexible Rate Period, the day immediately following the last day of the then current Flexible Rate Period as determined in accordance with Section 203(d)(iv) hereof; and (B) in the case of an adjustment from a Term Rate Period, be accompanied by an opinion of Bond Counsel stating that such adjustment (1) is authorized or permitted by the Act and this Indenture, and (2) will not adversely affect the exclusion of the interest on the Bonds from federal gross income. During each Daily Rate Period commencing on a date so specified or determined (provided that the opinion of Bond Counsel described in clause (B) above, if required, is reaffirmed as of such date) and ending on the day immediately preceding the effective date of the next succeeding Rate Period, the interest rate borne by the Bonds shall be a Daily Rate.

(iii) Notice of Adjustment to Daily Rate. The Trustee shall give notice of an adjustment to a Daily Rate Period to Owners not less than 25 days prior to the effective date of such Daily Rate Period. Such notice shall state (1) that the interest rate on the Bonds will be adjusted to a Daily Rate, (2) the effective date of such Daily Rate Period, (3) the method by which the Daily Rate shall be determined, (4) the Interest Payment Dates after such effective date, (5) that all Bonds must be tendered for mandatory purchase on such

effective date, (6) the procedures of such purchase and the Purchase Price, (7) that, subsequent to such effective date, Owners will have the right to require the purchase of Bonds on any Business Day, (8) the procedures of such purchase and the Purchase Price, and (9) the redemption provisions set forth in Section 301 hereof which will apply during such Daily Rate Period.

(b)(i) Determination of Weekly Rate. During each Weekly Rate Period, the Bonds shall bear interest at the Weekly Rate, which shall be determined by the Remarketing Agent no later than the first day of such Weekly Rate Period and thereafter no later than the Business Day next preceding Wednesday of each week during such period. The Weekly Rate shall be the rate determined by the Remarketing Agent to be the lowest interest rate which would enable the Remarketing Agent to sell the Bonds on the effective date of such rate at a price equal to 100% of the principal amount thereof; provided, however, that if the Remarketing Agent shall not have determined a Weekly Rate for any period, the Weekly Rate for such period shall be the same as the Weekly Rate for the immediately preceding period. In no event shall the Weekly Rate exceed 14% per annum. The first Weekly Rate determined for each Weekly Rate Period shall apply to the period commencing on the first day of such period and ending on the next succeeding Tuesday. Thereafter, each Weekly Rate shall apply to the period commencing on Wednesday and ending on the next succeeding Tuesday; provided, however, if a Weekly Rate Period shall end on a day other than Tuesday, the last Weekly Rate for such Weekly Rate Period shall apply to the period commencing on the Wednesday preceding the last day of such Weekly Rate Period and ending on such last day. The Remarketing Agent shall provide the Trustee with immediate telephonic notice of each Weekly Rate, as determined.

(ii) Adjustment to Weekly Rate. At any time, the Company, by written direction to the Issuer, the Trustee and the Remarketing Agent, may elect that the Bonds shall bear interest at a Weekly Rate. Such direction shall (A) specify the effective date of such adjustment to a Weekly Rate which shall be (1) a Business Day not earlier than the 25th day following the fifth Business Day after the date of receipt by the Trustee of such direction, (2) in the case of an adjustment from a Term Rate Period, the day immediately following the last day of the then current Term Rate Period, and (3) in the case of an adjustment from a Flexible Rate Period, the day immediately following the last day of the then current Flexible Rate Period as determined in accordance with Section 203(d)(iv) hereof; and (B) in the case of an adjustment from a Term Rate Period, be accompanied by an opinion of Bond Counsel stating that such adjustment (1) is authorized or permitted by the Act and this Indenture and (2) will not adversely affect the exclusion of the interest on the Bonds from federal gross income. During each Weekly Rate Period commencing on a date so specified or determined (provided that the opinion of Bond Counsel described in clause (B) above, if required, is reaffirmed as of such date) and ending on the day immediately preceding the effective date of the next succeeding Rate Period, the interest rate borne by the Bonds shall be a Weekly Rate.

(iii) Notice of Adjustment to Weekly Rate. The Trustee shall give notice of an adjustment to a Weekly Rate Period to Owners not less than 25 days prior to the effective date of such Weekly Rate Period. Such notice shall state (1) that the interest rate on the Bonds will be adjusted to a Weekly Rate (subject to receipt of the reaffirming opinion of Bond Counsel referred to in the immediately preceding paragraph (ii), if required, and to the Company's ability to rescind its election as described in Section 203(f) hereof), (2) the effective date of such Weekly Rate Period, (3) the method by which the Weekly Rate shall be determined, (4) the Interest Payment Dates after such effective date, (5) that all Bonds must be tendered for mandatory purchase on such effective date, (6) the procedures of such purchase and the purchase price, (7) that, subsequent to such effective date, Owners will have the right to require the purchase of Bonds on any Wednesday, or if a Wednesday is not a Business Day then on the next succeeding Business Day, upon not less than seven days' notice, (8) the procedures of such purchase and the purchase price and (9) the redemption provisions set forth in Section 301 hereof which will apply during such Weekly Rate Period.

(c)(i) Determination of Term Rate. During each Term Rate Period the Bonds shall bear interest at the Term Rate determined by the Remarketing Agent on a Business Day selected by it, but not more than fifteen (15) days prior to the first day of such Term Rate Period. The Term Rate shall be the rate determined by the Remarketing Agent on such date, and filed on such date with the Trustee and the Company, by written notice or by telephone promptly confirmed by telecopy or other writing, as being the lowest rate which would enable the Remarketing Agent to sell the Bonds on the effective date of such Term Rate at a price equal to one hundred percent (100%) of the principal amount thereof; provided, however, that if, for any reason, a Term Rate for any Term Rate Period shall not be determined or effective, the Rate Period for the Bonds shall automatically convert to a Daily Rate Period. If a Daily Rate for the first day of such Daily Rate Period is not determined as provided in Section 203(a)(i) hereof, the Daily Rate for the first day of such Daily Rate Period shall be eighty percent (80%) of the most recent One-Year Note Index theretofore published in *The Bond Buyer*. In no event shall any Term Rate be greater than fourteen percent (14%) per annum.

(ii) Adjustment to or Continuation of Term Rate. At any time, the Company, by written direction to the Issuer, the Trustee and the Remarketing Agent, may elect that the Bonds shall bear, or continue to bear, interest at a Term Rate, and if it shall so elect, shall determine the duration of the Term Rate Period during which the Bonds shall bear interest at such Term Rate. As a part of such election, the Company also may determine that the initial Term Rate Period shall be followed by successive Term Rate Periods and, if the Company so elects, shall specify the duration of each such successive Term Rate Period as provided in this paragraph (ii). Such direction shall (A) specify the effective date of each Term Rate Period (which shall be (1) a Business Day not earlier than the twenty-fifth (25th) day following the fifth (5th) Business Day after the date of receipt by the Trustee of such direction, (2) in the case of an adjustment from a Flexible

Rate Period, the day immediately following the last day of the then current Flexible Rate Period as determined in accordance with Section 203(d)(iv) hereof and (3) in the case of an adjustment from a Term Rate Period, the day immediately following the last day of the then current Term Rate Period); (B) specify the last day of such Term Rate Period or, if successive Term Rate Periods shall have been designated, the last day of each such Term Rate Period (which shall be for each Term Rate Period either _____ 1, _____, or a day which both immediately precedes a Business Day and at least one hundred eighty (180) days after the effective date thereof); and (C) unless the adjustment is from a Term Rate Period of equal duration, be accompanied by an opinion of Bond Counsel stating that such adjustment (1) is authorized or permitted by the Act and this Indenture and (2) will not adversely affect the exclusion of the interest on the Bonds from federal gross income. If the Company shall designate successive Term Rate Periods, but shall not, with respect to the second or any subsequent Term Rate Period, specify any of the information described in clause (A) above, the Company, by written direction to the Issuer, the Trustee and the Remarketing Agent, given not later than the fifth (5th) Business Day preceding the twenty-fifth (25th) day prior to the first (1st) day of such successive Term Rate Period, may specify any of such information not previously specified with respect to such Term Rate Period which information shall be accompanied by an opinion of Bond Counsel as described above, if required. During the Term Rate Period commencing and ending on the dates so determined and during each successive Term Rate Period, if any, the interest rate borne by the Bonds shall be a Term Rate (provided that the opinion of Bond Counsel described in clause (C) above, if required, is reaffirmed as of such date of commencement). If, by the fifth (5th) Business Day preceding the twenty-fourth (24th) day prior to the last day of any Term Rate Period, the Trustee shall not have received notice of the Company's election that, during the next succeeding Rate Period, the Bonds shall bear interest at a Daily Rate, a Weekly Rate, a Flexible Rate or a Term Rate, the next succeeding Rate Period shall be a Term Rate Period of the same duration as the immediately preceding Term Rate Period; provided, however, that if the last day of any successive Term Rate Period shall not be a day immediately preceding a Business Day, then such successive Term Rate Period shall end on the first day immediately preceding the Business Day next succeeding such day or, if such Term Rate Period would end after the day prior to _____ 1, _____, the next succeeding Rate Period shall be a Term Rate Period ending on the day prior to _____ 1, _____.

(iii) Notice of Adjustment to or Continuation of Term Rate. The Trustee shall give notice of an adjustment to a (or the continuation of another) Term Rate Period to Owners not less than 25 days prior to the effective date of such Term Rate Period. Such notice shall state (1) that the interest rate on the Bonds will be adjusted to, or continue to be, a Term Rate (subject to receipt of the reaffirming opinion of Bond Counsel referred to in the immediate preceding paragraph (ii), if required, and to the Company's ability to rescind its election as described in Section 203(f) hereof), (2) the effective date and the last day of such Term Rate Period, (3) that the Term

Rate for such Term Rate Period will be determined on or prior to the effective date thereof, (4) how such Term Rate may be obtained from the Remarketing Agent, (5) the Interest Payment Dates after such effective date, (6) if such effective date is the first day of a Term Rate Period immediately preceded by a Term Rate Period of the same duration, that Owners will have the right to have their Bonds purchased on such effective date, (7) unless such effective date is the first day of a Term Rate Period immediately preceded by a Term Rate Period of the same duration, that all Bonds must be tendered for mandatory purchase on such effective date, (8) the procedures of such purchase and the purchase price, (9) that, during such Term Rate Period, Owners will not have the right to require the purchase of Bonds, except on the day following the last day of such Term Rate Period and (10) the redemption provisions set forth in Section 301 hereof which will apply during such Term Rate Period.

(d)(i) Determination of Flexible Segments and Flexible Rates. During each Flexible Rate Period, each Bond shall bear interest during each Flexible Segment for such Bond at the Flexible Rate for such Bond as described herein. Different Flexible Segments may apply to different Bonds at any time and from time to time. The Flexible Segment for each Bond shall be a period of at least one day and not more than 365 days ending on a day that immediately precedes a Business Day, determined by the Remarketing Agent to be the period, which, together with all such other Flexible Segments for all Bonds then Outstanding, will result in the lowest overall interest expense on the Bonds over the next succeeding 365 days. The Flexible Rate for each Flexible Segment for each Bond shall be determined by the Remarketing Agent no later than the first day of such Flexible Segment (and in time to enable the Remarketing Agent to give to the Trustee the notice required by Section 404(c) hereof) to be the lowest interest rate which would enable the Remarketing Agent to sell the Bonds on the effective date of such rate at a price equal to 100% of the principal amount thereof. If a Flexible Segment or a Flexible Rate for a Flexible Segment is not determined or effective, the Flexible Segment for such Bond shall be a Flexible Segment of one day, and the interest rate for such Flexible Segment of one day shall be 80% of the most recent One-Year Note Index theretofore published in *The Bond Buyer*. In no event shall the Flexible Rate for any Flexible Segment exceed 14% per annum. The Remarketing Agent shall provide the Trustee with facsimile or telephonic notice of each Flexible Segment and Flexible Rate, as provided in Section 404(c) hereof.

(ii) Adjustment to Flexible Rates. At any time, the Company, by written direction to the Issuer, the Trustee and the Remarketing Agent, may elect that the Bonds shall bear interest at Flexible Rates. Such direction shall (A) specify the effective date of the Flexible Rate Period during which the Bonds shall bear interest at Flexible Rates which shall be (1) a Business Day not earlier than the 25th day following the fifth Business Day after the date of receipt by the Trustee of such direction, and (2) in the case of an adjustment from a Term Rate Period, the day immediately following the last day of the

then current Term Rate Period; and (B) in the case of an adjustment from a Term Rate Period, be accompanied by an opinion of Bond Counsel stating that such adjustment (1) is authorized or permitted by the Indenture and the Act and (2) will not adversely affect the exclusion of the interest on the Bonds from federal gross income. During each Flexible Rate Period commencing on the date so specified (provided that the opinion of Bond Counsel described in clause (B) above, if required, is reaffirmed as of such date) and ending on the day immediately preceding the effective date of the next succeeding Rate Period, each Bond shall bear interest at a Flexible Rate during each Flexible Segment for such Bond.

(iii) Notice of Adjustment to Flexible Rates. The Trustee shall give notice of an adjustment to a Flexible Rate Period to Owners not less than 25 days prior to the effective date of such Flexible Rate Period. Such notice shall state (1) that during such Flexible Rate Period, each Bond will have consecutive Flexible Segments during each of which such Bond will bear a Flexible Rate (subject to receipt of the reaffirming opinion of Bond Counsel referred to in the immediately preceding paragraph (ii), if required, and to the Company's ability to rescind its election as described in Section 203(f) hereof), (2) the effective date of such Flexible Rate Period, (3) that all Bonds must be tendered for mandatory purchase on such effective date, (4) the procedures of such purchase and the purchase price, (5) that, for each Bond, a Flexible Segment and a Flexible Rate therefor will be determined not later than the first day of each such Flexible Segment, (6) how such Flexible Segments and Flexible Rates may be obtained from the Remarketing Agent, (7) that interest on each Bond will be paid on the day next succeeding each Flexible Segment but only upon presentation of such Bond, (8) that, subsequent to such effective date, each Bond shall be purchased on the day following the last day of each Flexible Segment with respect thereto and the purchase price and (9) the redemption provisions set forth in Section 301 hereof that will apply to the Bonds during such Flexible Rate Period.

(iv) Adjustment from Flexible Rate Period. As a condition precedent to the election during a Flexible Rate Period to adjust to a different Rate Period for the Bonds pursuant to Section 203(a)(ii), (b)(ii), or (c)(ii) hereof, the Remarketing Agent shall determine Flexible Segments of such duration that, as soon as possible, all Flexible Segments shall end on the same date, not less than the 24th day following the fifth Business Day after the receipt by the Trustee of the direction of the Company affecting such election. The date on which all Flexible Segments so determined shall end shall be the last day of the then current Flexible Rate Period and the day next succeeding such date shall be the effective date of the Daily Rate Period, the Weekly Rate Period or the Term Rate Period elected by the Company. The Remarketing Agent, promptly upon the determination thereof, shall give written notice of such last day and such effective dates to the Issuer, the Company and the Trustee.

(e) The determination of each Daily Rate, Weekly Rate and Term Rate and each Flexible Segment and Flexible Rate by the Remarketing Agent shall be conclusive and binding upon the Remarketing Agent, the Trustee, the Issuer, the Company and the Owners.

(f) Notwithstanding anything herein to the contrary, the Company may rescind any election by it to adjust to or continue a Rate Period pursuant to Section 203(a)(ii), (b)(ii), (c)(ii) or (d)(ii) hereof prior to the effective date of such adjustment or continuation by giving written notice thereof to the Issuer, the Trustee and the Remarketing Agent prior to such effective date. If the Trustee receives notice of such rescission prior to the time the Trustee has given notice to the Owners of the Bonds pursuant to Section 203(a)(iii), (b)(iii), (c)(iii) or (d)(iii) hereof, then such notice of adjustment or continuation shall be of no force and effect. If the Trustee receives notice of such rescission after the Trustee has given notice to the Owners of the Bonds pursuant to Section 203(a)(iii), (b)(iii), (c)(iii) or (d)(iii) hereof, then the Rate Period for the Bonds shall automatically adjust to a Daily Rate Period. In the event that an attempted adjustment from one Rate Period to another Rate Period as herein provided does not become effective, the Rate Period for the Bonds shall automatically adjust a Daily Rate Period. If a Daily Rate for the first day of any such Daily Rate Period is not determined as provided in Section 203(a)(i) hereof, the Daily Rate for the first day of such Daily Rate Period shall be 80% of the most recent One-Year Note Index theretofore published in *The Bond Buyer*. The Trustee shall immediately give written notice of each such automatic adjustment to a Daily Rate Period to the Owners in the form provided in Section 203(a)(iii) hereof. No opinion of Bond Counsel shall be required in connection with any automatic adjustment to a Daily Rate Period as in this Section 203(f) provided.

Section 204. Ownership, Transfer, Exchange And Registration Of Bonds.

The Issuer shall cause books for the registration and for the transfer of the Bonds as provided herein to be kept by the Trustee, which is hereby constituted and appointed the Registrar and transfer agent for the Bonds. The Issuer shall prepare and deliver to the Trustee, and the Trustee shall keep custody of, a supply of unauthenticated Bonds duly executed by the Issuer, as provided in Section 205 hereof, for use in the transfer and exchange of Bonds. The Trustee is hereby authorized and directed to complete such forms of Bonds as to principal amounts and registered owners, in accordance with the provisions hereof, in effecting transfers and exchanges of Bonds as provided herein.

Upon surrender for transfer of any Bond at the Principal Office or the New York Office of the Trustee, duly endorsed for transfer or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, the Trustee shall date and execute the certificate of

authentication on and deliver in the name of the transferee or transferees a new Bond or Bonds duly executed by the Issuer of Authorized Denominations and for a like aggregate principal amount.

Any Bond or Bonds may be exchanged at the Principal Office or the New York Office of the Trustee for a new Bond or Bonds of like aggregate principal amount of other Authorized Denominations. Upon surrender of any Bond or Bonds for exchange, the Trustee shall date and execute the certificate of authentication on and deliver a new Bond or Bonds duly executed by the Issuer which the Bondholder making the exchange is entitled to receive.

Except in connection with the remarketing of Bonds, the Trustee shall not be required to transfer or exchange any Bond after the mailing of notice calling such Bond or portion thereof for redemption, nor during the period of ten days next preceding the mailing of such notice of redemption.

Except as provided in Section 403 hereof, the person in whose name any Bond shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of the principal of, premium, if any, or interest on any Bond shall be made only to or upon the written order of the registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Issuer and the Trustee shall require the payment by the Bondholder requesting exchange or transfer (other than an exchange upon a partial redemption of a Bond) of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondholder for such exchange or transfer.

Section 205. Execution; Limited Obligation.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its City Clerk, and shall have impressed or imprinted thereon the corporate seal of the Issuer or a facsimile thereof. Any such facsimile signatures shall have the same force and effect as if said Mayor or City Clerk, as the case may be, had manually signed each of said Bonds.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except as provided in this Indenture and the Agreement to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective owners thereof only against the Bond Fund and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as maybe otherwise expressly authorized in this Indenture and the Agreement. The Bonds shall be limited obligations of the Issuer payable solely from the Revenues (except as provided in this Indenture and the Agreement, to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof). No owner of any of the Bonds shall have the right to compel any exercise of taxing power of the Issuer thereof to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds shall not constitute an indebtedness of the Issuer thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision.

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

Section 206. Authentication.

No Bond shall be valid for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of authentication shall be conclusive proof that such Bond has been duly authenticated and delivered under this Indenture and that the holder thereof is entitled to the security and benefits of the trust hereby created. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Upon authentication of any Bond, the Trustee shall set forth on such Bond (1) the date of such authentication and (2) in the case of a Bond bearing interest at a Flexible Rate, such Flexible Rate, the day next succeeding the last day of the applicable Flexible Segment, the number of days comprising

such Flexible Segment and the amount of interest to accrue during such Flexible Segment.

Section 207. Form Of Bonds.

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

Section 208. Mutilated, Destroyed, Lost Or Stolen Bonds.

In the event any Bond or temporary Bond is mutilated, lost, stolen or destroyed, the Trustee may authenticate a new Bond duly executed by the Issuer of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Issuer and the Trustee satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee on behalf of the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the Owner of such Bond with their reasonable fees and expenses in this connection. The Issuer shall cooperate with the Trustee in connection with the issue of replacement Bonds, but nothing in this Section shall be construed in derogation of any rights which the Issuer, the Company or the Trustee may have to receive indemnification against liability, or payment or reimbursement of expenses, in connection with the issue of a replacement Bond.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are, to the extent permitted by law, exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies.

Section 209. Temporary Bonds.

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

Section 210. Cancellation And Disposition Of Surrendered Bonds.

Whenever any Outstanding Bonds shall be delivered to the Trustee for transfer, exchange or cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 208 hereof, such Bond shall be promptly canceled and disposed of by the Trustee, and counterparts of a certificate of disposition evidencing such disposition shall be furnished by the Trustee to the Issuer and the Company.

Section 211. Refunding Bonds.

The Issuer may issue, and expressly reserves the right to issue, to the extent permitted by law, refunding bonds under another indenture to refund all or any principal amount of the Bonds; provided, however, that the net proceeds of any such bonds used to refund all or any principal amount of the Bonds shall be paid directly to the Trustee for the Bondholders and shall not come into the possession or control of the Company.

Section 212. Use Of Certain Moneys In The Bond Fund Upon Refunding.

In the event that refunding bonds shall be issued by the Issuer to pay the principal of or premium, if any, on all or any portion of the Bonds, the net proceeds of the refunding bonds remaining after payment of expenses incident to the refunding shall be deposited by the Issuer into the Bond Fund as provided in Section 603 hereof. All moneys remaining in the Bond Fund on the date of the refunding to be used to pay interest on the Bonds to be refunded shall be held, as collateral for the payment of the Bonds to be refunded, by the Trustee, in trust for and on behalf of the Owners of the Bonds to be refunded, together with the portion of the proceeds of the sale of the refunding bonds so deposited and any investments or reinvestments of such proceeds, in one or more separate subaccounts in the Bond Fund irrevocably in trust for the respective holders of Bonds to be refunded, and upon defeasance of the Bonds to be refunded as provided in Article VIII hereof shall be held, invested and used as provided in Article VIII hereof. Investment income or profit on any such investments or reinvestments shall remain in the Bond Fund.

Section 213. Delivery Of The Bonds.

Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchasers as directed by the Issuer as hereinafter in this Section provided.

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

(1) A copy, duly certified by the City Clerk of the Issuer, of the ordinance adopted and approved by its governing body authorizing the execution and delivery of this Indenture and the Agreement, and the issuance, sale and delivery of the Bonds.

(2) Original executed counterparts of this Indenture and the Agreement.

(3) The executed and authenticated First Mortgage Bonds required to be assigned by the Issuer and delivered to the Trustee pursuant to the Agreement.

(4) A written request and authorization to the Trustee on behalf of the Issuer and signed by two authorized officers of the Issuer to authenticate and deliver the Bonds to the purchasers therein identified upon payment to the Trustee, but for account of the Issuer, of a sum equal to the purchase price thereof plus accrued interest, if any, thereon to the date of delivery. Such proceeds shall be paid over to the Trustee and deposited as hereinafter provided under Article VI hereof.

(5) An opinion of Bond Counsel to the effect that the Bonds have been duly and validly issued, and setting forth the particulars thereof.

Section 214. Book Entry System.

The Trustee and the Issuer, with the consent of the Company and the Remarketing Agent, may from time to time enter into, and discontinue, an agreement with a "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended (the "Securities Depository"), which is the owner of the Bonds, to establish procedures with respect to the Bonds not inconsistent with the provisions of this Indenture; provided, however, that any such agreement may provide:

(a) that such Securities Depository is not required to present a Bond to the Trustee in order to receive a partial payment of principal;

(b) that a Bond need not be delivered to the Trustee in order for a tender of such Bond pursuant to Article IV of this Indenture to be effective or in order for the purchase price of such tendered Bond to be paid and that notice of tender of a Bond for purchase pursuant to Article IV hereof may be given to the Trustee by a Beneficial Owner of a Bond;

(c) that a legend shall appear on each Bond so long as the Bonds are subject to such agreement; and

(d) that different provisions for notice to such Securities Depository may be set forth therein.

"Beneficial Owner" shall mean the owner of a Bond or portion thereof for federal income tax purposes.

So long as any such agreement with a Securities Depository is in effect, the term Owner, as it appears in Section 301(B)(1) hereof (but not for any other provision of this Indenture, except only as specifically provided herein), shall be deemed to include the Beneficial Owner.

Neither the Issuer, the Company, the Trustee, the Underwriter or the Remarketing Agent will have any responsibility or obligation to any Securities Depository, any direct or indirect participants (the "Participants") in the book entry system of any such Securities Depository or the Beneficial Owners of the Bonds with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant; (ii) the payment by the Securities Depository or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption or purchase price of, or interest on, any Bonds; (iii) the delivery of any notice by the Securities Depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any other action taken by the Securities Depository or any Participant.

Article III.

Redemption Of Bonds Before Maturity.

Section 301. Redemption Dates And Prices.

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

(A) Optional Redemption.

(1) On any Business Day during a Daily Rate Period or a Weekly Rate Period, and on the day next succeeding the last day of each such Rate Period, the Bonds shall be subject to optional redemption by the Issuer, at the written direction of the Company, in whole or in part, at 100% of their principal amount, plus accrued interest, if any, to the redemption date.

(2) On the next day succeeding the last day of any Flexible Segment with respect to any Bond, such Bond shall be subject to optional redemption by the Issuer, at the written direction of the Company, in whole or in part, at 100% of its principal amount.

(3) During any Term Rate Period, and on the day next succeeding the last day of each Term Rate Period, the Bonds shall be subject to optional redemption by the Issuer, at the written direction of the Company, during the periods specified below, in whole at any time or in part from time to time on any Interest Payment Date, at the redemption prices (expressed as percentages of principal amount) hereinafter indicated plus accrued interest, if any, to the redemption date:

Length Of Term Rate Period (Expressed In Years)	Redemption Prices
greater than 17	after 10 years at 102%, declining by 1/2 of 1% annually to 100%
less than or equal to 17 and greater than 10	after 5 years at 102%, declining by 1/2 of 1% annually to 100%
less than or equal to 10 and greater than 8	after 5 years at 101½%, declining by 1/2 of 1% annually to 100%
less than or equal to 8 and greater than 6	after 3 years at 101½%, declining by 1/2 of 1% annually to 100%
less than or equal to 6 and greater than 4	after 2 years at 101%, declining by 1/2 of 1% annually to 100%
less than or equal to 4 and greater than 3	after 2 years at 100½%, declining by 1/2 of 1% annually to 100%
less than or equal to 3 and greater than 2	after 1 year at 100½%, declining by 1/2 of 1% annually to 100%
less than or equal to 2 and greater than 1	after 1 year at 100%
1 year or less	only on day next succeeding last day of period at 100%

With respect to any Term Rate Period, the Company may specify in the notice required by Section 203(c)(ii) hereof redemption prices and periods other than those set forth above; provided, however, that such notice shall be accompanied by an opinion of Bond Counsel stating that such changes in redemption prices and periods (i) are authorized or permitted by the Act and this Indenture and (ii) will not adversely affect the exclusion of the interest on the Bonds from federal gross income.

(4) The Bonds are subject to optional redemption by the Issuer, at the written direction of the Company, in whole but not in part, at any time, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, if any of the following shall have occurred:

(a) if in the Company's reasonable judgment unreasonable burdens or excessive liabilities shall have been imposed upon the Issuer or the Company with respect to the Project or the operation thereof, including, without limitation, federal, state or other ad valorem property, income or other taxes, other than ad valorem taxes presently levied upon privately owned property used for the same general purposes as the Project; or

(b) if changes in the economic availability or raw materials, operating supplies, fuel or other energy sources or supplies, or facilities necessary for the operation of the Project or such technological or other changes shall have occurred which in the Company's reasonable judgment render the Project uneconomic for such purpose; or

(c) any court or administrative body shall enter an order or decree preventing operations at the Project for six consecutive months; or

(d) any court or administrative agency shall issue an order, decree or regulation the compliance with which would, in the opinion of the Company, render the continuation of the Project's operations economically unfeasible.

Any such redemption shall be on any date within 90 days from the time the Company files a written notice with the Issuer and the Trustee and directs that the Bonds are to be redeemed, which direction must be given, if at all, within 180 days following the occurrence of one of the events listed above permitting the exercise of the option.

(B) Mandatory Redemption.

(1) The Bonds are subject to mandatory redemption by the Issuer, in whole but not in part, at any time, at a redemption price of 100% or the principal amount thereof plus accrued interest, if any, to the redemption

date, in the event the Company redeems the First Mortgage Bonds upon the acquisition by any federal, state or municipal authority of all or any substantial portion (at least one-third on the basis of book values) of the income-producing properties of the Company which are subject to the lien of the First Mortgage Indenture. Any such redemption shall be on the same date selected by the Company as the date the related First Mortgage Bonds are to be redeemed.

(2) The Bonds are also subject to mandatory redemption at any time, in whole (or in part, as hereinafter provided), at 100% of the principal amount thereof, plus accrued interest, if any, to the redemption date, in the event that it is finally determined by the Internal Revenue Service or by a court of competent jurisdiction that, as a result of the failure by the Company to observe any covenant, agreement or representation in the Agreement, the interest payable on the Bonds is includable for federal income tax purposes in the gross income of any Owner thereof, other than an Owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code, and the applicable regulations thereunder. Any such determination will not be considered final for this purpose unless the Company has been given written notice and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any Owner of a Bond, and until a conclusion of any appellate review, if sought. The Bonds shall be redeemed in whole after such determination unless redemption of a portion of the Bonds Outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would not be includable for federal income tax purposes in the gross income of any Owner of the Bonds (other than an Owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code), and in such event the Bonds shall be redeemed (in any Authorized Denomination) by lot in such manner as the Trustee shall determine, in such amount as to accomplish that result. Any such redemption shall be on any date within 180 days from the time of such final determination.

Section 302. Notice Of Redemption.

Notice of the call for any redemption of Bonds or any portion thereof (which shall be in Authorized Denominations) pursuant to Section 301 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the redemption price, the place and manner of payment and that from the redemption date interest will cease to accrue, shall be given by the Trustee by mailing a copy of the redemption notice by first-class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Such notice shall be given at least 30 days prior to the date fixed for redemption to the Owners of Bonds to be redeemed; provided, however, that failure to duly give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds with respect to which no such failure or defect occurred.

Upon presentation and surrender of Bonds so called for redemption in whole or in part at the place or places of payment, such Bonds or portions thereof shall be redeemed.

With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been paid within the meaning of Article VIII hereof, such notice may state (if so directed by the Company in writing) that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, and premium, if any, and interest on, such Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

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

If a Bond is presented to the Trustee for transfer after notice of redemption of such Bond has been mailed as herein provided, the Trustee shall deliver a copy of such notice of redemption to the new Owner of such Bond.

In addition to the foregoing notice, further notice may be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner (i) defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed or (ii) give rise to any liability on the part of the Issuer, the Company, the Trustee or the Remarketing Agent.

A. Each further notice of redemption given hereunder may contain the information required above for an official notice of redemption plus (i) the C.U.S.I.P. number of the Bonds; (ii) the date of issue of the Bonds; (iii) the rate or rates of interest borne by the Bonds; (iv) the maturity date of the Bonds; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

B. Each further notice of redemption may be sent at least five days before the date the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302, by registered or certified mail or overnight delivery service, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories as of the date hereof being The Depository Trust Company, New York, New York and Midwest Securities Trust Company, Chicago, Illinois).

C. Each further notice of redemption may be published one time in *The Bond Buyer* of New York, New York or, if such publication is impractical, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at the time the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302.

D. Each further notice of redemption may be given at least two days before the date the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302; by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to two of the following services selected by the Company and at the address provided to the Trustee by the Company:

- (1) Financial Information, Inc.'s Financial Daily Called Bond Service;
- (2) Interactive Data Corporation's Bond Service;
- (3) Kenny Information Service's Called Bond Service;
- (4) Moody's Municipal and Government Called Bond Service; or
- (5) S. & P.'s Called Bond Record.

Section 303. Deposit Of Funds.

For the redemption of any of the Bonds, the Issuer shall cause to be deposited in the Bond Fund out of the Revenues moneys sufficient to pay when due with moneys the principal of and premium, if any, and interest on the redemption date.

Section 304. Partial Redemption Of Bonds.

In case a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond may be redeemed provided the principal amount not being redeemed is in an Authorized Denomination. Upon surrender of any Bond for redemption in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the Owner thereof, without cost to the Owner, a new Bond or Bonds of Authorized Denominations in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 305. Selection Of Bonds For Redemption.

If less than all of the Bonds are called for redemption, the Trustee shall select the Bonds or portions thereof to be redeemed, from the Bonds Outstanding not previously called for redemption, by lottery or in such other manner as in the Trustee's sole discretion it shall deem appropriate and fair. The Trustee shall promptly notify the Issuer and the Company in writing of the Bonds or portions thereof selected for redemption, provided, however, that in connection with any redemption of Bonds the Trustee shall first select for redemption any Bonds held by the Trustee for the account of the Company or held of record by the Company and that if, as indicated in a certificate of an Authorized Company Representative delivered to the Trustee, the Company shall have offered to purchase all Bonds then outstanding and less than all such Bonds shall have been tendered to the Company for such purchase, the Trustee, at the direction of the Company, shall select for redemption all such Bonds which have not been so tendered. If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Owner of such Bond shall forthwith surrender such Bond to the Trustee for (a) payment to such Owner of the redemption price of the unit or units of principal amount called for redemption, and (b) delivery to such Owner of a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the Owner thereof, without charge therefor. If the Owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption (and to that extent only).

Article IV.

Tender And Purchase Of Bonds; Remarketing; Remarketing Agent.

Section 401. Purchase Of Bonds At Option Of Owners.

(a) Daily Rate Period. On any Business Day during any Daily Rate Period and on the day next succeeding the last day of each Daily Rate Period, any Bond (or portion thereof in an Authorized Denomination) shall be purchased by the Trustee at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase, upon (i) delivery by the Owner of such Bond to the Trustee at its New York Office by no later than 11:00 A.M., New York time, on such Business Day, of an irrevocable written notice or an irrevocable telephonic notice, which states the principal

amount or portion thereof and number of such Bond, and (ii) delivery of such Bond to the Trustee at its New York Office accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee executed in blank by the Owner thereof with the signature of such Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange, at or prior to 1:00 P.M., New York time, on such Business Day.

(b) Weekly Rate Period. On any Wednesday, or if Wednesday is not a Business Day, then the next succeeding Business Day, during any Weekly Rate Period and on the day next succeeding the last day of each Weekly Rate Period, any Bond (or portion thereof in an Authorized Denomination) shall be purchased from its Owner by the Trustee at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase, upon (i) delivery by the Owner of such Bond to the Trustee at its New York Office of an irrevocable written notice or an irrevocable telephonic notice promptly confirmed by telecopy or other writing, which states the principal amount or portion thereof and number of such Bond and the date on which the same shall be purchased, which date shall be a Business Day not prior to the seventh day next succeeding the date of the delivery of such notice to the Trustee, and (ii) delivery of such Bond to the Trustee at its New York Office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof with the signature of such Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange, at or prior to 10:00 A.M., New York time, on the date specified in such notice.

(c) On Day Next Succeeding the Last Day of Certain Term Rate Periods. On the day next succeeding the last day of each Term Rate Period which will be succeeded by a Term Rate Period of the same duration, any Bond (or portion thereof in an Authorized Denomination) shall be purchased from its Owner by the Trustee, at a purchase price equal to 100% of the principal amount thereof upon (i) delivery by the Owner of such Bond to the Trustee at its New York Office on or prior to the 10th day preceding the first day of the next succeeding Rate Period, of an irrevocable written notice or an irrevocable telephonic notice promptly confirmed by telecopy or other writing, which states the principal amount or portion thereof and number of such Bond, and (ii) delivery of such Bond to the Trustee at its New York Office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof with the signature of such Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange, at or prior to 10:00 A.M., New York time, on the first day of the next succeeding Rate Period.

Section 402. Mandatory Purchase Of Bonds.

(a) Bonds shall be subject to mandatory tender for purchase at a purchase price equal to 100% of the principal amount thereof, upon the occurrence of any of the events stated below:

(i) As to each Bond in a Flexible Rate Period, on the day next succeeding the last day of each Flexible Segment thereof; and

(ii) On the effective date of any change in a Rate Period, other than the effective date of a Term Rate Period which was immediately preceded by a Term Rate Period of the same duration.

(b) An Owner must deliver each Bond subject to mandatory tender for purchase as provided in Section 402(a) hereof to the Trustee at its New York Office accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof, with the signature of such Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange at or prior to 10:00 A.M., New York time, on the purchase date in order to receive payment of the purchase price on such date.

(c) Notice of each mandatory tender for purchase pursuant to the provisions of Section 4.02(a)(ii) hereof is required by the provisions of Section 203(a)(iii), 203(b)(iii), 203(c)(iii), 203(d)(iii) or 203(f), as the case may be, to be included in the notice given pursuant to such Section.

(d) To the extent that the outstanding principal amount of the Bonds makes it impossible for a Bond to be in an Authorized Denomination on the first day of a Rate Period, the Trustee shall cancel such principal amount of Bonds on the first day of such Rate Period.

Section 403. Obligation To Surrender Bonds.

The giving of notice as provided in Section 401 hereof shall constitute the irrevocable tender for purchase of each Bond or portion thereof with respect to which such notice shall have been given, irrespective of whether such Bond shall be delivered as provided in Section 401 hereof. The occurrence of any event specified in Section 402(a) hereof shall constitute the mandatory tender for purchase of each Bond, irrespective of whether such Bond shall be delivered as provided in Section 402(c). Upon the purchase of each Bond or portion thereof so deemed to be tendered, such Bond or portion thereof shall cease to bear interest payable to the former owner thereof, who thereafter shall have no rights with respect thereto, other than the right to receive the purchase price thereof upon surrender of such Bond to the Trustee, and such Bond or portion thereof shall be no longer outstanding. The Trustee shall authenticate, register and deliver new Bonds in replacement of Bonds or portions thereof deemed so tendered and not surrendered on the date of purchase.

Section 404. Remarketing Of Bonds.

(a) By 11:30 A.M., New York time, on the date the Trustee receives notice by any Bondholder in accordance with Section 401(a) hereof, and promptly but in no event later than the Business Day following the day on which the Trustee receives notice from any Bondholder of its demand to have the Trustee purchase Bonds pursuant to Section 401(b) or (c) hereof, the Trustee shall give facsimile or telephonic notice, confirmed in writing thereafter, to the Remarketing Agent specifying the principal amount of Bonds which such Bondholder has demanded to have purchased.

(b) Upon the giving of notice to the Trustee by any Bondholder in accordance with Section 401(a), (b) or (c) hereof and the giving of notice by the Trustee to the Remarketing Agent as provided in Section 404(a) hereof with respect to such notices, and upon each date upon which the Bonds are to be purchased in accordance with Section 402 hereof, the Remarketing Agent shall offer for sale and use its best efforts to sell such Bonds on the date such Bonds are to be purchased at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. All sales of Bonds hereunder must be at a purchase price equal to 100% of the principal amount of such Bonds plus accrued interest, if any, thereon to the purchase date.

(c) Not later than 1:00 P.M., New York time, on the date on which Bonds are to be purchased pursuant to Section 401(a) or 402(a)(i) hereof, and not later than 3:00 P.M., New York time, on the Business Day next preceding the date on which Bonds are to be purchased under Section 401(b) or (c) or Section 402(a)(ii) hereof, the Remarketing Agent shall give facsimile or telephonic notice to the Trustee specifying the names, addresses and taxpayer identification numbers of the purchasers of, and the principal amount and denominations of, and with respect to Bonds which are being purchased pursuant to Section 402(a)(i) hereof the Flexible Segments and the Flexible Rates for, such Bonds remarketed by it pursuant to subsection (b) and the amount of remarketing proceeds it will provide to the Trustee on the date on which the Bonds are to be purchased, as set forth in Section 404(d) hereof.

(d) Upon the giving of the notice specified in Section 404(c) hereof, the Remarketing Agent shall be obligated to deliver to the Trustee the amount of remarketing proceeds specified in such notice, as follows:

(i) in the case of Bonds which are being purchased pursuant to Section 401(a) hereof, by 1:00 P.M., New York time, on the purchase date, and in the case of Bonds which are being purchased pursuant to Section 401(b) or (c) or 402(a)(ii) hereof, by 12:30 P.M., New York time, on the purchase date; and

(ii) in the case of Bonds which are being purchased pursuant to Section 402(a)(i) hereof, by 3:00 P.M., New York time, on the purchase date,

subject only to timely delivery of Bonds by the Trustee as set forth in Section 404(e) hereof and verification by the Remarketing Agent that such Bonds conform to the instructions contained in the notice given by the Remarketing Agent to the Trustee pursuant to Section 404(c) hereof.

(e) Upon receipt by the Trustee of notice from the Remarketing Agent pursuant to Section 404(c) hereof, the Trustee shall authenticate and deliver new Bonds to the Remarketing Agent, as follows:

(i) in the case of Bonds which are being purchased pursuant to Section 401 or Section 402(a)(ii) hereof, and provided that the remarketing proceeds shall have been received by the Trustee by 12:30 P.M., New York time, such new Bonds shall be delivered by 2:00 P.M., New York time; and

(ii) in the case of Bonds which are being purchased pursuant to Section 402(a)(i) hereof, such new Bonds shall be delivered by 2:15 P.M., New York time.

Section 405. Purchase Of Bonds Tendered To Trustee.

(a) By the close of business on the date Bonds or Authorized Denominations thereof are to be purchased pursuant to Section 401 or 402 hereof by the Trustee, the Trustee shall purchase, but only from the funds listed below, such Bonds or portions thereof from the Owners thereof at a purchase price equal to the principal amount thereof plus accrued interest, if any, to the date of purchase. Funds for the payment of such purchase price shall be derived from the following sources in the order of priority indicated:

(i) moneys directed by the Company pursuant to Section 3.4 of the Agreement and Section 608 hereof to be used for the purchase of Bonds in accordance with this Section 405, provided that such moneys shall not be used to pay accrued interest, if any, on the Bonds;

(ii) proceeds of the remarketing of such Bonds pursuant to Section 404 hereof to any purchaser except the Issuer or the Company; and

(iii) moneys furnished by the Company to the Trustee pursuant to Section 4.6 of the Agreement.

(b) The Trustee shall:

(i) hold all Bonds delivered to it pursuant to Section 401 or 402 hereof in trust for the benefit of the respective Bondholders which shall have so delivered such Bonds until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such Bondholders; and

(ii) hold all moneys delivered to it hereunder for the purchase of such Bonds in trust for the benefit of the person or entity which shall have so delivered such moneys in a separate and segregated fund, and not commingle such funds with any other funds, until the Bonds purchased with such moneys shall have been delivered to or for the account of such person or entity; provided, that any moneys so deposited with and held by the Trustee not so applied to the purchase of Bonds within one (1) year after the date of purchase shall be paid by the Trustee to the Company upon the written direction of the Authorized Company Representative and thereafter the former Bondholders shall be entitled to look only to the Company for payment of such purchase price, and then only to the extent of amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys and the Trustee shall have no further responsibility with respect to such moneys.

Section 406. Delivery Of Purchased Bonds.

(a) Bonds sold by the Remarketing Agent pursuant to Section 404 hereof shall be delivered to the Remarketing Agent, as specified in Section 404(e) hereof.

(b) Bonds purchased by the Trustee:

(i) with moneys described in clause (i) of Section 405(a) hereof shall be canceled.

(ii) with moneys described in clause (iii) of Section 405(a) hereof shall, at the direction of the Company, be (A) held by the Trustee for the account of the Company, (B) canceled or (C) delivered to the Company.

Section 407. No Sales After Default.

Anything in this Indenture to the contrary notwithstanding, there shall be no remarketing of Bonds pursuant to this Article IV if there shall have occurred and be continuing an event of default under Section 901 hereof; provided, that nothing in this Section 407 shall be construed as prohibiting purchases of Bonds pursuant to Section 401 or 402 hereof.

Section 408. Remarketing Agent.

The Remarketing Agent shall be Goldman, Sachs & Co.. The Issuer shall, at the direction of the Company, appoint any successor Remarketing Agent for the Bonds. The Remarketing Agent shall signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Trustee and the Company.

Section 409. Qualifications Of Remarketing Agent.

The Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc. and authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of its duties and obligations created by this Indenture by giving at least twenty Business Days' notice to the Issuer, the Company and the Trustee. The Remarketing Agent may be removed at any time, with the approval of the Company, upon at least five Business Days' notice by an instrument signed by the Issuer and filed with the Remarketing Agent and the Trustee.

Section 410. Tender Of Bonds; Book Entry System.

At any time while an agreement with a Securities Depository, as provided in Section 214 hereof, is in effect, the provisions of this Article IV are modified as follows:

(a) Any notice pursuant to Section 401(a)(i), 401(b)(i) or 401(c)(i) hereof may be given by the Beneficial Owner of a Bond or portion thereof;

(b) Delivery of Bonds to the Trustee, as provided in Sections 401(a)(ii), 401(b)(ii), 401(c)(ii) and 402(b) hereof, shall not be required;

(c) The Remarketing Agent shall give the information required by Section 404(c) hereof to the Securities Depository instead of to the Trustee, but shall at the same time give facsimile or telephonic notice to the Trustee specifying the principal amount of such Bonds which it has been unable to remarket (if such be the case);

(d) The Remarketing Agent shall deliver remarketing proceeds in accordance with the provisions of Section 404(d) hereof to the Securities Depository instead of to the Trustee;

(e) Section 404(e) hereof shall be inapplicable;

(f) The provisions of Sections 405 and 406 hereof shall apply only if Bonds are purchased with moneys described in clauses (i) and (iii) of Section 405(a) hereof; the beneficial ownership of Bonds purchased with moneys described in clause (ii) of Section 405(a) shall be transferred in accordance with the procedures of the Securities Depository; and

(g) The Trustee shall be entitled to rely conclusively upon the advice of any Person that such Person is, or is acting on behalf of, the Beneficial Owner of a Bond or portion thereof.

Article V.

Payment; Further Assurances.

Section 501. Payment Of Principal Or Redemption Price Of And Interest On Bonds.

The Issuer shall promptly pay or cause to be paid the principal of and premium, if any, and interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of Revenues. The Issuer hereby appoints the Trustee to act as the Paying Agent for the Bonds, and designates the Principal Office and the New York Office of the Trustee as the places of payment for the Bonds, such appointment and designation to remain in effect until notice of change is filed with the Trustee.

Section 502. Performance Of Covenants; The Issuer.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in Section 501 hereof the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Company, or shall have received the instrument to be executed and at the Issuer's option shall have received from the Company assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. The Bonds and interest and premium, if any, thereon, and any obligation of the Issuer under the Agreement or this Indenture, shall never constitute a debt or indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

Section 503. Right To Payments Under Agreement; Instruments Of Further Assurance.

The Issuer covenants that it will defend its right to the payment of amounts due from the Company under the Agreement to the Trustee, for the benefit of the Owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and

delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts pledged hereto, to the payment of the principal of and premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement and the Tax Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement.

Section 504. Financing Statements.

The Company and the Issuer at the direction and the expense of the Company, shall (1) cause the Agreement, this Indenture, and any additional security instrument to be filed with the Trustee as additional security for the Bonds, each amendment and supplement to any such instrument, and a memorandum, financing statement, or continuation statement with respect to such instruments, amendments, or supplements to be filed, registered and recorded and to be refiled, re-registered and re-recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien of this Indenture and to publish notice of and to protect and perfect the rights and security of the owners of the Bonds and the rights of the Trustee under the Agreement and this Indenture and (2) perform or cause to be performed from time to time any other act as required by law, and execute and file or cause to be executed and filed any and all instruments of further assurance (including financing statements with respect to any of such instruments) that may be necessary for such publication and protection. The Company, the Issuer and the Trustee shall, when so requested by one another, execute all such instruments, memoranda, or statements necessary to maintain, protect, perfect or preserve the interests assigned to the Trustee under this Indenture.

The Issuer and the Company covenant that each, as appropriate, will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assigning, pledging and confirming unto the Trustee, the Trust Estate assigned and the Revenues pledged hereunder.

Section 505. Inspection Of Project Books.

The Issuer and the Trustee covenant and agree that all books and documents in their possession relating to the Project and the Revenues shall at all times be open to inspection by such accountants or other agencies as the other party may from time to time designate.

Section 506. Rights Under Agreement.

The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Company, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Company thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder. Nothing herein contained shall be construed to prevent the Issuer from enforcing directly any and all of its rights under Sections 5.3 and 6.4 of the Agreement.

Article VI.

Revenues And Funds.

Section 601. Source Of Payment Of Bonds.

The Bonds and all payments required of the Issuer hereunder are not general obligations of the Issuer but are limited obligations as described in Section 205 hereof. The Trust Estate is pledged and assigned to the payment of the principal of and interest and premium, if any, on the Bonds. The payments provided in Section 4.3 of the Agreement are to be remitted directly to the Trustee for the account of the Issuer and deposited in the Bond Fund. Such payments, sufficient in amount to insure the prompt payment of the principal of and premium, if any, and interest on the Bonds, are pledged to such payment.

Section 602. Creation Of The Bond Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series __" (which is referred to herein as the "Bond Fund"), which shall be used to pay the principal of, premium, if any, and the interest on the Bonds.

Section 603. Payments Into The Bond Fund.

There shall be deposited into the Bond Fund the accrued interest, if any, received at the time of the issuance and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (a) any amount in the Construction Fund to the extent provided in Section 3.4 of the

Agreement; (b) all payments in respect of the principal, premium, if any, and interest on the First Mortgage Bonds; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

Upon the occurrence of an event of default hereunder which is not waived or cured, or if the Bonds shall have been paid in full (or provision therefor shall have been made in accordance herewith), or if the Bonds should be redeemed as herein provided, any moneys then remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be deposited, in the Bond Fund sufficient sums from Revenues promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any other source other than Revenues.

Section 604. Use Of Moneys In The Bond Fund.

Except as provided in Sections 609, 611 and 613 hereof and subject to the Tax Agreement, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds at or prior to maturity pursuant to Article VII hereof.

Section 605. Custody Of The Bond Fund.

The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 606. Creation Of The Construction Fund; Disbursements.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Construction Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series __" (which is sometimes herein referred to as the "Construction Fund"). The balance of the proceeds received by the Issuer upon the sale of Bonds remaining after the deposit of the accrued interest in the Bond Fund has been made in accordance with Section 3.2 of the Agreement, shall be deposited in the Construction Fund. The Issuer

hereby authorizes and directs the Trustee to use the moneys in the Construction Fund for payment of the Cost of the Project in accordance with the Agreement and for payment into the Bond Fund in accordance with Section 603 hereof. The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and the Trustee shall supply monthly reports with respect to all transactions concerning the Construction Fund at the end of each month and on the Completion Date.

Section 607. Completion Of The Project.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate of the Authorized Company Representative required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Construction Fund after the Completion Date (other than the amounts retained by the Trustee for costs not then due and payable or the liability for which the Company is contesting) shall be disbursed in accordance with the provisions of Section 3.4 of the Agreement.

Section 608. Use Of Moneys In Construction Fund Upon Default.

If the principal of the Bonds shall have become due and payable pursuant to Article IX of this Indenture, any balance remaining in the Construction Fund shall without further authorization be transferred to the Bond Fund with advice to the Issuer and the Company of such action.

Section 609. Non-Presentation Of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if moneys sufficient to pay such Bond shall have been deposited in the Bond Fund, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds, if any, within two years after the date on which the same shall have become due, together with all earnings thereon, shall be repaid by the Trustee to the Company, and thereafter Bondholders shall be entitled to look only to the Company for payment, and then only to the

extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 610. Use Of Moneys In Construction Fund Upon Payment Of Bonds.

Any balance remaining in the Construction Fund after the payment in full of all Bonds issued under the provisions of this Indenture shall be deposited into the Bond Fund, except that if the Issuer has issued a series of Refunding Bonds for the purpose of refunding all of the Bonds at or prior to their stated maturity, any moneys remaining in the Construction Fund at the time of such refunding may be deposited by the Issuer and the Trustee into a special fund created in the proceedings authorizing the issuance of the Refunding Bonds and used to pay costs of the Project not paid out of the Construction Fund prior to such refunding.

Section 611. Trustee's Fees, Charges And Expenses.

The Issuer shall have no liability for any fees, charges and expenses of the Trustee or any paying agent, and the Trustee and any paying agent shall, subject to the provisions of Section 1102 hereof, look only to the Company for payment of their fees, charges and expenses as provided in the Agreement and in this Indenture. It is further understood and agreed that the initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee and its counsel and paying agents which become due prior to the time the Company begins to pay the same, will be paid to the respective parties from the Construction Fund as and when the same shall become due.

Section 612. Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Trustee for deposit into the Bond Fund or into the Construction Fund under any provision hereof, all moneys withdrawn from the Bond Fund and held by the Trustee and any moneys withdrawn from the Construction Fund and held by the Trustee shall be held by the Trustee in trust, and such moneys (other than moneys held pursuant to Section 610 hereof and subject to the provisions of the Tax Agreement) shall, while so held, constitute part of the Trust Estate and be subject to the lien hereof. Moneys held for the payment of the purchase price of Bonds pursuant to Article IV hereof shall not constitute part of the Trust Estate.

Section 613. Repayment To The Company From The Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the principal of, premium, if any, and interest on the Bonds (or provision for

payment thereof as provided in this Indenture), the fees, charges and expenses of the Issuer, the Trustee and all other amounts required to be paid under the Agreement and this Indenture shall be paid to the Company as provided in Section 7.5 of the Agreement.

Section 614. Creation And Use Of Collateral Release Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Collateral Release Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series__" (which is sometimes referred to as the "Collateral Release Fund").

All Government Obligations obtained by the Trustee in substitution for First Mortgage Bonds pursuant to Section 802 hereof shall be deposited and held in the Collateral Release Fund.

The Trustee shall determine the amount of semiannual interest which would have been due on any First Mortgage Bonds which are released pursuant to Section 802 which amount is herein referred to as the "Interest with Respect to Released Collateral". The principal amount of and the interest when due on the Government Obligations held in the Collateral Release Fund shall be sufficient to enable the Trustee to pay when due on the Bonds (i) an amount equal to the Interest with Respect to Released Collateral for each interest payment date from the date of deposit of such Government Obligations until the date on which the First Mortgage Bonds so released would have matured and (ii) at maturity, a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds so released.

On each interest payment date with respect to the Bonds, the Trustee shall transfer from the Collateral Release Fund to the Bond Fund an amount equal to the Interest with Respect to Released Collateral so as to enable the Trustee to pay interest on a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds which have been released. On the principal payment date with respect to the Bonds, whether such payment is due as a result of the stated maturity, redemption or acceleration, the Trustee shall reduce all Government Obligations to cash and shall transfer such amount to the Bond Fund; provided, however, that in the event of a redemption of less than all the Bonds the Trustee will, at the direction of the Company, liquidate an amount of Government Obligations sufficient, when taken together with other funds available for such redemption, to redeem the designated principal amount of Bonds; and, provided further, that in such event an amount of Government Obligations remains in the Collateral Release Fund, the principal amount of and interest when due on which, together with payments when due on the outstanding First Mortgage Bonds, will be sufficient to pay principal of, premium, if any, and interest when due on the then Outstanding Bonds. (In certain events the Company may be required to pay any deficiency pursuant to Section 4.3 of the Agreement.)

All cash and Government Obligations in the Collateral Release Fund (so long as no event of default has occurred and is continuing) shall, with the investment earnings thereon, be applied exclusively to the payment of the principal of, premium, if any, and interest on the Bonds in the same manner as payments on the surrendered First Mortgage Bonds would have been applied.

Section 615. Revenues To Be Paid Over To Trustee.

The Issuer will cause the Revenues to be paid to the Trustee for deposit in the Bond Fund.

Section 616. Payments Of Principal And Interest.

The Trustee shall pay from Revenues received by the Trustee the principal of and premium, if any, and interest on, the Bonds as the same become due and payable. If, prior to the maturity of any Bond, the Company surrenders such Bond to the Trustee for cancellation, the Trustee shall cancel such Bond.

Section 617. Revenues To Be Held For All Bondholders; Certain Exceptions.

Revenues and investments thereof shall, until applied as provided in this Indenture, be held by the Trustee for the benefit of the owners of all Outstanding Bonds, except that any portion of the Revenues representing principal or redemption price of, and interest on, any Bonds previously called for redemption in accordance with Article III of this Indenture or previously matured shall be held for the benefit of the Owners of such Bonds only and shall not be deposited or invested pursuant to Article VII hereof, notwithstanding any provision of Article VII.

Section 618. Rebate Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Rebate Fund -- The Peoples Gas Light and Coke Company Project -- 199__ Series __". The Trustee covenants and agrees to make deposits to and withdrawals from such Rebate Fund in order to comply with the Tax Agreement at the written direction of the Company. Funds on deposit in the Rebate Fund are not part of the Trust Estate.

Article VII.

Investment Of Moneys.

Section 701. Investment Of Bond Fund And Construction Fund Moneys.

Any moneys held as part of the Bond Fund and the Construction Fund shall at all times be invested or reinvested by the Trustee in accordance with the provisions of Section 3.7 of the Agreement. Any such investment shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon, any profit realized from such investments and any loss resulting from such investments shall be credited or charged in accordance with Section 3.7 of the Agreement. The Trustee shall reduce to cash a sufficient amount of such investments in the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, or interest on the Bonds when due. The Trustee shall reduce to cash a sufficient amount of such investments in the Construction Fund whenever the cash balance in the Construction Fund is insufficient to pay amounts then due from the Construction Fund.

Section 702. Investments; Arbitrage.

The Trustee may make any and all investments permitted by the provisions of Section 701 through its own bond department. Notwithstanding any other provision of this Article VII or Section 3.7 of the Agreement, no direction or confirmation shall direct any investment the effect of which would be to make the Bonds "arbitrage bonds" under Section 148 of the Code. The Trustee may follow the advice or direction of Bond Counsel as to investments which may be made in compliance with the preceding sentence.

Article VIII.

Defeasance.

Section 801. Defeasance.

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the Owners of the Bonds the principal, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the

Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then this Indenture and the lien, rights and interests created hereby shall cease, determine and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Bonds herein provided for and except that the rights and obligations of the Trustee under the Tax Agreement shall also continue), whereupon the Trustee shall cancel and discharge this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be to discharge this Indenture, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee or otherwise subject to this Indenture, except amounts in the Bond Fund required to be paid to the Company under Section 613 hereof and except moneys or securities held by the Trustee for the payment of the principal of and premium, if any, and interest on, and purchase prices of, the Bonds.

Any Bond or Authorized Denomination thereof shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of and premium, if any, on such Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been made or caused to be made in accordance with the terms thereof, (ii) shall have been provided for by depositing sufficient moneys for such payment with the Trustee and the due date of such principal, interest and premium, if any, has occurred, or (iii) in the case of a Bond which bears interest at a Flexible Rate or a Term Rate, shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment on such due date (which due date shall be in the case of a Bond bearing interest at a Flexible Rate no later than the Interest Payment Date for the then current Flexible Segment for such Bond and in the case of a Bond bearing interest at a Term Rate no later than the last Interest Payment Date for the then current Term Rate Period for such Bond) (1) moneys sufficient to make such payment and/or (2) non-callable Government Obligations maturing as to principal and interest in such amount and at such time as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond or Authorized Denomination thereof shall be deemed to be paid hereunder, as aforesaid, such Bond or Authorized Denomination thereof shall no longer be secured by or entitled to the benefits of this Indenture (other than Sections 204 and 208 hereof in the case of a deposit under clause (a) (iii) above), except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denomination thereof which by its terms may be redeemed prior to the stated maturity thereof, no deposit under clause (a)(iii) of the

immediately preceding paragraph shall be deemed a payment of such Bond or Authorized Denomination thereof as aforesaid until: (a) proper notice of redemption of such Bond or Authorized Denomination thereof shall have been previously given in accordance with Article III of this Indenture, or in the event said Bond or Authorized Denomination thereof is not to be redeemed within the next succeeding sixty (60) days, until the Company shall have given the Trustee on behalf of the Issuer, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owner of such Bond or Authorized Denomination thereof in accordance with Article III hereof, that the deposit required by (a)(iii) above has been made with the Trustee and that said Bond or Authorized Denomination thereof is deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof, or (b) the maturity of such Bond or Authorized Denomination thereof.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article for payment of Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) with respect to which such moneys and Government Obligations have been so set aside in trust.

Anything in Article XII hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon and such Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of each of the Bonds affected thereby.

Section 802. Partial Release Of First Mortgage Bonds.

The Company is entitled to obtain the release of a portion of the First Mortgage Bonds held by the Trustee by either (i) surrendering to the Trustee for cancellation a like principal amount of Outstanding Bonds having corresponding maturities and interest rates, or (ii) depositing with the Trustee in the account for such series in the Collateral Release Fund any combination of cash and Government Obligations, the principal amount of which and the interest thereon when due will be sufficient to pay when due the principal of, premium, if any, and interest on, a principal amount of Outstanding Bonds equal to the principal amount of, and with maturities

and interest rates corresponding to those of the First Mortgage Bonds so released.

Article IX.

Default Provisions And Remedies of Trustee And Bondholders.

Section 901. Defaults; Events Of Default.

If any of the following events occur, it is hereby defined as and declared to be and to constitute a "default" or an "event of default":

(a) Failure to make payment of any installment of interest on any Bond when the same has become due and payable and the continuation thereof for sixty (60) days;

(b) Failure to make payment of the principal of and premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof or upon the maturity thereof by declaration;

(c) Failure to pay any amount due pursuant to Article IV hereof when the same shall have become due and payable;

(d) The occurrence of an "event of default" under the Agreement;

(e) Default in the performance or observance of any covenants, agreements or conditions on the part of the Company in the First Mortgage Indenture and continuation thereof for any grace period provided for therein;

(f) Acceleration for any reason of the maturity of all of the First Mortgage Bonds; or

(g) Failure of the Issuer to perform or observe any of its covenants, agreements or conditions in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 910 hereof.

Section 902. Acceleration.

Upon the occurrence of an event of default under Section 901 hereof, the Trustee may, and upon the written request of the holders of not less than a majority in aggregate principal amount of Bonds then outstanding shall, by notice in writing delivered to the Company with copies of such notice being sent to the Issuer, declare the principal of all Bonds then outstanding and

the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have as owner of First Mortgage Bonds and under the Agreement, including the right to demand redemption of First Mortgage Bonds held by it.

Upon the occurrence of an event of default described in Section 901(f) hereof, the principal, together with interest accrued thereon, of all Bonds then outstanding shall become due and payable immediately at the place of payment provided therein without the necessity of any action by the Trustee or any Bondholder, anything in this Indenture or in the Bonds to the contrary notwithstanding; provided, however, that a waiver of default and acceleration of the maturity of all the First Mortgage Bonds, pursuant to the terms thereof, shall also constitute a waiver of default described in Section 901(f) hereof and of its consequences; but no waiver shall extend to or after any subsequent default or impair any right consequent thereon.

Section 903. Remedies; Rights Of Bondholders.

Upon the occurrence of an event of default, and so long as such event is continuing, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds or on the First Mortgage Bonds then outstanding.

If an event of default shall have occurred and be continuing and if requested to do so by the owners of not less than a majority in aggregate principal amount of Bonds then outstanding, and if indemnified as provided in subsection (i) of Section 1101 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Section 903 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee pursuant to Section 909 hereof or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

The Trustee, as the assignee of all the right, title and interest of the Issuer in and to the Agreement and the First Mortgage Bonds, shall enforce each and every right granted to the Issuer under the Agreement and the First Mortgage Bonds. In exercising such rights and the rights given the Trustee under this Article IX, the Trustee shall take such action as, in the judgment of the Trustee applying the standards described in Section 1101 hereof, would best serve the interest of the Bondholders, taking into account the provisions, security and remedies afforded to owners of the First Mortgage Bonds.

Section 904. Right Of Bondholders To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 905. Application Of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 608 hereof shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and its Counsel, be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First -- To the payment to the persons entitled thereto of all interest then due on the Bonds (other than interest due on Bonds for the payment of which moneys are held pursuant to the provisions of this Indenture), and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the

amounts due, to the persons entitled thereto, without any discrimination or privilege;

Second -- To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), and, if the amount available shall not be sufficient to pay in full such unpaid principal and premium, then to the payment ratably to the persons entitled thereto without any discrimination or privilege; and

Third -- To the payment to the persons entitled thereto of interest on overdue principal of and premium, if any, on any Bonds without preference or priority as between principal or premium or interest one over the others, or any installment of interest over any other installment of interest, or of any Bond over any other Bond, and if the amount available shall not be sufficient to pay such amounts in full, then ratably, without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and premium, if any, and interest then due and unpaid upon the Bonds (other than Bonds matured or called for redemption or interest due on Bonds for the payment of which moneys are held pursuant to the provisions of this Indenture), without preference or priority of principal, premium or interest one over the others, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of Section 905(b) hereof in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 905(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine. Whenever the Trustee shall apply such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

Whenever all principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section 905 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 613 hereof.

Section 906. Remedies Vested In Trustee.

All rights of action (including the right to file proofs of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of the Outstanding Bonds.

Section 907. Rights And Remedies Of Bondholders.

No Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1101 hereof, or of which by said subsection it is deemed to have notice, (ii) such default shall have become an Event of Default and be continuing, (iii) the owners of not less than a majority in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee, shall have offered the Trustee reasonable opportunity either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in Section 1101, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder. No one or more owners of the Bonds shall have any right in any manner whatsoever to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof.

Section 908. Termination Of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken and no such termination shall impair any proceeding or right consequent to any other or subsequent default.

Section 909. Waivers Of Events Of Default.

Subject to the next paragraph, the Trustee may in its discretion waive any Event of Default hereunder and rescind its consequences and shall do so upon the written request of the owners of not less than a majority in aggregate principal amount of all Bonds then outstanding; provided, however, that there shall not be waived any event of default in the payment of the principal of, or premium on, any Outstanding Bonds when due (whether at maturity or by redemption), or any event of default in the payment when due of the interest on any such Bonds, unless prior to such waiver and rescission, all arrears of principal of and interest upon such Bonds, and interest on overdue principal at the rate borne by the Bonds on the date on which such principal became due and payable, and all arrears of premium, if any, when due, together with the reasonable expenses of the Trustee and of the owners of such Bonds, including reasonable attorneys' fees paid or incurred, shall have been paid or provided for; provided further, that there shall not be waived an event of default described under Section 901(f) hereof unless there shall have also been waived the default resulting in the acceleration of the First Mortgage Bonds; provided further, that there shall not be waived any Event of Default in the payment when due of any purchase prices of any Bonds pursuant to Article IV hereof unless prior to such waiver and rescission all arrears of such purchase prices, together with reasonable expenses of the Trustee and of the owners of such Bonds, including reasonable attorneys' fees paid or incurred, shall have been paid or provision therefor made. In the case of any such waiver and rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver and rescission shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer, the Company and the Remarketing Agent.

The provisions of Sections 901 and 902 hereof are subject to the conditions that if, after the principal of all Bonds then outstanding shall have been declared to be due and payable, all arrears of principal of and interest upon such Bonds, and the premium, if any, on all Bonds then outstanding which shall have become due and payable otherwise than by acceleration, and all other sums payable under this Indenture, except the principal of, and interest on, the Bonds which by such declaration shall have become due and payable, shall have been paid by or on behalf of the Issuer, together with the reasonable expenses of the Trustee and of the owners of such Bonds, including reasonable attorneys' fees paid or incurred, and if no other defaults shall have occurred and be continuing, then and in every such case, the Trustee shall annul such declaration of maturity and its consequences, which waiver and annulment shall be binding upon all Bondholders; but no such waiver, rescission and annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon. In the case of any such annulment, the Company, the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights under this Indenture. All waivers and annulments under this indenture shall be in writing and a copy thereof shall be delivered to the Issuer, the Company and the Remarketing Agent.

Section 910. Notice Of Event Of Default Under Section 901(g) Hereof; Opportunity Of Company To Cure Defaults.

Anything herein to the contrary notwithstanding, no default under Section 901(g) hereof shall constitute an event of default until actual notice of such default, requiring that it be remedied and stating that such notice is a "Notice of Default" hereunder, by registered or certified mail shall be given to the Issuer and the Company by the Trustee or to the Issuer and the Company and the Trustee by the owners of more than a majority in aggregate principal amount of all Bonds Outstanding, and the Company or the Issuer shall have had sixty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted within the applicable period and diligently pursued until the default is corrected and the fact of such non-correction, corrective action and diligent pursuit is evidenced to the Trustee by a certificate of an Authorized Company Representative.

Whenever, so long as the Company is not in default under the Agreement, after a reasonable request by the Company, the Issuer shall fail, refuse or neglect to give any direction to the Trustee or to require the Trustee to take any other action which the Issuer is required to have the Trustee take pursuant to the provisions of the Agreement or this Indenture, the Company instead of the Issuer may give any such direction to the Trustee or require the Trustee to take any such action. Upon receipt by the Trustee of a written

notice signed by the Authorized Company Representative stating that the Company has made reasonable request of the Issuer, and that the Issuer has failed, refused or neglected to give any direction to the Trustee or to require the Trustee to take any such action, the Trustee is hereby irrevocably empowered and directed to accept such direction from the Company as sufficient for all purposes of this Indenture. The Company shall have the direct right to cause the Trustee to comply with any of the Trustee's obligations under this Indenture to the same extent that the Issuer is empowered so to do.

Certain actions or failures to act by the Issuer under this Indenture may create or result in an event of default under this Indenture and the Issuer hereby grants the Company full authority, to the extent permitted by law, for account of the Issuer to perform or observe any covenant or obligation of the Issuer alleged in a written notice to the Issuer and the Company from the Trustee not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to remedy any default.

Article X.

Voting Of First Mortgage Bonds.

Section 1001. Voting Of First Mortgage Bonds Held By The Trustee.

The Trustee, as a holder of the First Mortgage Bonds, may attend any meeting of Bondholders under the First Mortgage Indenture as to which it receives due notice. Except as otherwise herein provided, the Trustee, either at such meeting or otherwise, where the consent of holders of the First Mortgage Bonds is sought, may vote the First Mortgage Bonds held by it hereunder or otherwise consent thereto in such manner as it shall in its judgment deem to be in the interest of the Owners of the Bonds. In making this judgment, the Trustee may seek consent of the Owners of the Bonds and the Trustee may also rely on the advice of qualified financial advisers and consultants in making said judgment and shall be indemnified by the Company for the reimbursement of all expenses to which it may be put and to protect it against all or any action or inaction. In the event that the Trustee shall seek or be required to seek the consent of the Owners of the Bonds prior to voting the First Mortgage Bonds, the Trustee shall vote the aggregate principal amount of such First Mortgage Bonds, if not precluded from doing so under the First Mortgage Indenture, in proportion to the aggregate principal amount of the Bonds represented by the votes of owners thereof on each side of the question under consideration.

Article XI.

The Trustee.

Section 1101. Acceptance Of The Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be responsible for the acts of any attorneys, agents or receivers appointed by it in good faith and without negligence, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder and under the Tax Agreement, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) Except for its certificate of authentication on the Bonds and the other information the Trustee is required to set forth on the Bonds pursuant to Section 206 hereof, the Trustee shall not be responsible for any recital herein, or in the Bonds, or for the recording or re-recording, filing or refiling of this Indenture, or for the validity of the execution by the Issuer of this Indenture or any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VII hereof.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds with the same rights which it would have if it were not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, resolution, consent, certificate, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency of validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Issuer Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section 1101, or which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate signed on behalf of the Issuer by the Authorized Issuer Representative to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article IV and defaults under Section 901(a), (b) or (c) hereof, unless an officer in the Corporate Trust Services Division of the Trustee or the department designated by any successor Trustee shall receive notice in writing of such default by the Issuer or by the owners of at least 25% in aggregate principal amount of all Bonds then outstanding or the Remarketing Agent.

(h) The Trustee shall not be required to give any bonds or surety in respect of the execution of its trusts and powers hereunder.

(i) Before taking any action under Article IX hereof or this Section 1101 or Section 1104 at the request or direction of the Bondholders, the Trustee may require that a satisfactory indemnity bond be furnished by the Bondholders for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(k) The Trustee, prior to the occurrence of an Event of Default specified in Section 901 of this Indenture and after the curing or waiving of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and, in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(l) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) This subsection shall not be construed to limit the effect of subsection (k) of this Section;

(ii) The Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority in aggregate principal amount of the Bonds outstanding relating to the time, method and place of conducting any proceeding or any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) No provision of this Indenture or the Arbitrage Regulation Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 1102. Fees, Charges And Expenses Of Trustee.

The Trustee shall be entitled to payment and/or reimbursement from the Company for reasonable fees for its Ordinary Services rendered hereunder and all advances and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, in the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, from the Company, and to reimbursement from the Company for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the negligence or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement from the Company for the reasonable fees and charges of the Trustee as paying agent and bond registrar for the Bonds. Pursuant to Section 5.2 of the Agreement, all such fees and expenses shall be paid by the Company. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 1103. Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by subsection (g) of Section 1101 hereof required to take notice or if notice of default is received by the Trustee as in said subsection (g) provided, then the Trustee shall promptly give written notice thereof by first class mail within fifteen days, unless such default is cured or waived, to the owners of all Bonds then outstanding; provided that, except in the case of default in the payment of the principal of, premium, if any, or interest on any Bond, the Trustee may withhold such notice to the Bondholders if and so long as the board of directors, the executive committee, or a trust committee of directors and/or responsible officers, of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders; provided further, that nothing in this Section 1103 shall be deemed to limit the notice required by Section 905 hereof.

Section 1104. Intervention By Trustee.

In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 1101(i), shall do so if requested in writing by the owners of a majority in aggregate principal amount of all Bonds then outstanding.

Section 1105. Successor Trustee.

Any corporation or association into which the Trustee may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument on the part of any of the parties hereto.

Section 1106. Resignation By The Trustee.

The Trustee may at any time resign from the trusts hereby created by giving sixty (60) days written notice to the Issuer and to the Company and to each holder of Bonds as shown by the list of Bondholders required by Section 209 hereof, and such resignation shall take effect at the appointment of a successor Trustee pursuant to the provisions of Section 1108 hereof and acceptance by the successor Trustee of such trusts. If no successor Trustee shall have been so appointed and have accepted appointment within sixty days of the giving of written notice by the resigning Trustee as aforesaid, the resigning Trustee or the holder of any Bond may petition any court of competent jurisdiction of the appointment for a successor Trustee.

Section 1107. Removal Of The Trustee.

The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, and the Company and signed by the owners of a majority in aggregate principal amount of Bonds then outstanding.

Section 1108. Appointment Of Successor Trustee.

In case the Trustee hereunder shall:

- (a) resign pursuant to Section 1106 hereof;
- (b) be removed pursuant to Section 1107 hereof; or
- (c) be dissolved, taken under the control of any public officer or officers or of a receiver appointed by a court, or otherwise become incapable of acting hereunder,

a successor shall be appointed by the Issuer with the written consent (which shall not be unreasonably withheld) of the Company; provided, that if a

successor Trustee is not so appointed within ten days after notice of resignation is given or instrument of removal is delivered as provided under Sections 1106 and 1107 hereof, respectively, or within ten days of the Issuer's knowledge of any of the events specified in (c) hereinabove, then the holders of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such holders, may designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing, and, subject to the laws of the State of Illinois within or outside the State of Illinois having a reported capital and surplus of not less than \$50,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article XI prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the holder of any Bond or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 1109. Concerning Any Successor Trustees.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but, nevertheless, (1) such predecessor shall, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder and (2) every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 1110. Trustee Protected In Relying Upon Ordinances, Et Cetera.

The ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the withdrawal of cash hereunder.

Section 1111. Successor Trustee As Trustee Of Bond Fund And Construction Fund And Paying Agent.

In the event of a change in the office of the Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the First Mortgage Bonds, the Bond Fund and the Construction Fund and Registrar Paying Agent for principal and interest and premium, if any, on the Bonds and the successor Trustee shall become such Trustee, Registrar and Paying Agent.

Section 1112. Trustee May Deal In Bonds.

The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take with like effect as if the Trustee were not a party to the Indenture.

Section 1113. No Transfer Of First Mortgage Bonds, Exception.

Except as required to effect an assignment to a successor Trustee or if an event of default has occurred hereunder, the Trustee shall not sell, assign or transfer the First Mortgage Bonds held by it hereunder.

Section 1114. Appointment Of Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of Illinois) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate Trustee or co-trustee. The following provisions of this Section 1114 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate Trustee or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate Trustee or co-trustee but only to the extent

necessary to enable such separate Trustee or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate Trustee or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Article XII.

Supplemental Indentures.

Section 1201. Supplemental Indentures Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) to cure any ambiguity, formal defect, omission or inconsistent provision in the Indenture (provided that such action shall not adversely affect the interests of the Bondholders);

(b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) to subject to the Indenture additional revenues, properties or collateral;

(d) to modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United

States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute or securities laws of any of the states of the United States of America;

(e) to evidence the appointment of a separate trustee or a co-trustee or to evidence the succession of a new trustee or a new co-trustee hereunder;

(f) to provide for the use of an uncertificated book-entry system (provided, however, that the Issuer and the Trustee have received an opinion of Bond Counsel to the effect that the use of an uncertificated book-entry system complies with all applicable laws and will not adversely affect the exclusion from federal gross income of interest on any of the Bonds);

(g) to amend Section 203 hereof on the effective date of a change from one Rate Period to a different Rate Period, including the effective date of a Term Rate Period which was immediately preceded by a Term Rate Period of a different duration but not including the effective date of a Term Rate Period which was immediately preceded by a Term Rate Period of the same duration (provided, however, that the Issuer and the Trustee have received an opinion of Bond Counsel to the effect that any such amendment complies with all applicable laws and will not adversely affect the exclusion from federal gross income of interest on any of the Bonds);

(h) to authorize different Authorized Denominations of the Bonds and to make correlative amendments and modifications to this Indenture regarding exchangeability of Bonds of different Authorized Denominations, redemptions of portions of Bonds of particular Authorized Denominations and similar amendments and modifications of a technical nature;

(i) to modify, delete or supplement any provision, term or requirement relating to Bonds that may bear interest at Flexible Rates to the extent deemed necessary or desirable further to protect or assure the exclusion of interest on the Bonds from federal gross income; provided, however, that the effective date of any such modification, deletion or supplementation with respect to any Bond shall be no earlier than the day next succeeding the last day of any then current Flexible Segment with respect to such Bond; or

(j) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondholders and which does not involve a change described in clauses (a), (b), (c), (d), (e) or (f) of Section 1202 hereof and which, in the reasonable judgment of the Trustee, is not to the prejudice of the Trustee.

Section 1202. Supplemental Indentures Requiring Consent Of Bondholders.

Exclusive of supplemental indentures covered by Section 1201 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than 66 $\frac{2}{3}$ % in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any indenture supplemental hereto; provided, however, that nothing in this Section 1202 contained shall permit or be construed as permitting, without the consent of the owners of all of the Bonds at the time outstanding, (a) an extension of the maturity on any Bond or on any First Mortgage Bond, or (b) a reduction in the principal amount of, or redemption premium on, any Bond or First Mortgage Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a change of a purchase date or of the conditions permitting a Bondholder to tender a Bond for purchase as herein provided, or (e) except as otherwise herein provided, any release of the First Mortgage Bonds or any other collateral from the lien of this Indenture, or (f) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 1202, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail to the owner of each Bond then outstanding as shown by the list of Bondholders required by the terms of Section 209 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the owners of not less than 66 $\frac{2}{3}$ % in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. The Issuer shall have the right to extend from time to time the period within which such consent and approval may be obtained by the Bondholders. Upon the execution of any such supplemental indenture as in this Section 1202 permitted and provided, this Indenture shall be and is deemed to be modified and amended in accordance therewith.

Section 1203. Consent Of Company To Supplemental Indentures.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any rights of the Company shall not become effective unless and until such affected party shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be mailed by certified or registered mail to the Company.

Section 1204. Consent Of Remarketing Agent.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any rights, duties or obligations of the Remarketing Agent shall not become effective unless and until the Remarketing Agent shall have consented to the execution and delivery of such supplemental indenture.

Section 1205. Consent Of Trustee.

The Trustee may, but shall not be obligated to, enter into any supplemental indenture which adversely affects the Trustee's own rights, liabilities, duties or immunities under this Indenture or otherwise.

Section 1206. Reliance On Opinions Of Counsel.

The Issuer and the Trustee may receive and rely on an opinion of Counsel to the effect that any supplemental indenture entered into by the Issuer and the Trustee complies with the provisions of this Article XII and an opinion of Bond Counsel that any such supplemental indenture does not adversely affect the exclusion from federal gross income of interest on the Bonds.

Article XIII.

Amendment Of Agreement.

Section 1301. Amendments, Etc., To Agreement Or First Mortgage Bonds Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may, with the consent of the Company but

without the consent of or notice to any of the Bondholders, consent to any amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds as may be required (a) by the provisions of the Agreement or this Indenture, (b) for the purpose of curing any ambiguity, formal defect, omission or inconsistent provision (provided that such action shall not adversely affect the interests of the Bondholders), (c) so as to add additional rights of the Issuer acquired in accordance with the provisions of the Agreement, (d) so as to more precisely identify the Project or substitute or add thereto other property, or (e) in connection with any other change therein which, in the judgment of the Trustee, shall not adversely affect the interests of the Trustee or the Bondholders. The Issuer, the Trustee and the Company may rely upon an opinion of Counsel to the effect that any such amendment is not to the prejudice of the Trustee or the owners of the Bonds. The Agreement shall not be amended without the consent of the Trustee.

Section 1302. Amendments, Etc., To Agreement Or First Mortgage Bonds Requiring Consent Of Bondholders.

Except for the amendments, changes or modifications as provided in Section 1301 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds without the giving of notice and the written approval or consent of the owners of not less than 66 $\frac{2}{3}$ % in aggregate principal amount of the Bonds at the time outstanding given and procured as provided in this Section 1302; provided, however, that no such amendment, change or modification will, without the consent of the owners of all of the Bonds at the time outstanding, (a) reduce the percentage of the aggregate principal amount of Outstanding Bonds the consent of the owners of which is required for any such amendment, change or modification or (b) decrease the amount of any payment required to be made under the Agreement or the First Mortgage Bonds or (c) extend the time for the payment of any amount required to be made under the Agreement or the First Mortgage Bonds. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 1202 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file with the Trustee for inspection by all Bondholders.

Section 1303. Consent Of Trustee.

The Trustee may, but shall not be obligated to, consent to any amendment, change or modification of the Agreement which adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 1304. Reliance On Opinions Of Counsel.

The Issuer and the Trustee may receive and rely upon an opinion of Counsel to the effect that any such proposed amendment, change or modification will comply with the provisions of this Article XIII and an opinion of Bond Counsel that any such amendment, change or modification does not adversely affect the exclusion from federal gross income of interest on the Bonds.

Article XIV.

Miscellaneous.

Section 1401. Consents, Etc., Of Bondholders.

Any consent, approval, direction or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, approval, direction or other instrument or of the writing appointing any such agent, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument namely:

(a) The fact and date of the execution by any person of any such instrument or writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument or writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 203 hereof.

In determining whether the owners of the requisite principal amount of Bonds outstanding have been given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the Company shall be disregarded and deemed not to be outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph an "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

Section 1402. Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto and the owners of the Bonds any legal or equitable right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

Section 1403. Severability.

If any provision of this Indenture shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of 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 in this Indenture contained, shall not effect the remaining portions of this Indenture, or any part thereof.

Section 1404. Notices.

It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by first class mail addressed to it at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller, or to such address as the Issuer may from time to time file with the Trustee and the Company. It shall be sufficient service of any notice or other paper on the Company if the same shall be duly mailed by first class mail addressed to it at 122 South Michigan Avenue, Chicago, Illinois 60603, Attention: Secretary and Treasurer, or to such other address as the Company may from time to time file with the Issuer and the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed to the Trustee by first class mail addressed to it at its address as first above written, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the Issuer and the Company. Any notice of redemption to be given to the Bondholders by the Trustee pursuant to Section 302 hereof and any notice of an Event of Default to be given to the Bondholders by the Trustee pursuant to Section 1103 hereof shall also be given to any beneficial owner of Bonds in an aggregate principal amount of \$1,000,000 or more upon presentation to the Trustee of evidence of such beneficial ownership and information sufficient to give such notice in accordance with the terms hereof.

Section 1405. Payments, Notices And Actions Due On Saturdays, Sundays And Holidays.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the location of the Principal Office of the Trustee, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close in the State of Illinois, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1406. Counterparts.

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

Section 1407. Applicable Law.

This Indenture shall be governed exclusively by and construed in

accordance with the laws of the State of Illinois.

Section 1408. Captions.

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

In Witness Whereof, The City of Chicago, Illinois has caused these presents to be signed in its name and behalf by its City Comptroller, and its official seal to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, The First National Bank of Chicago, has caused these presents to be signed in its name and behalf by one of its vice presidents, its official seal to be hereunto affixed, and the same to be attested by one of its trust officers, all as of _____
1, 199__.

City of Chicago, Illinois

By: _____
City Comptroller

(Seal)

Attest:

By: _____
City Clerk

The First National Bank of Chicago,
as Trustee

By: _____

Its: _____

(Seal)

Attest:

By: _____

Its: _____

Contract Of Purchase.

City Of Chicago, Illinois

\$ _____

Gas Supply Revenue Bonds,

199__ Series ____.

(The Peoples Gas Light And Coke Company Project)

City of Chicago, Illinois
City Hall
121 North LaSalle Street
Chicago, Illinois 60602

_____, 19 ____.

The Peoples Gas Light and Coke Company
122 South Michigan Avenue
Chicago, Illinois 60603

Ladies and Gentlemen:

The undersigned (collectively, the "Purchasers"), offer to enter into this Contract of Purchase with the City of Chicago, Illinois, a municipal corporation and home rule unit of government of the State of Illinois (the "Issuer"), and The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"). Upon the acceptance of this offer by the Issuer and the Company and the execution of this Contract of Purchase by the Issuer and the Company, this Contract of Purchase will become effective and a binding agreement among the Issuer, the Company and the Purchasers.

Section 1. Purchase And Sale Of The Bonds; Delivery By Purchasers Of Official Statement.

On the basis of the warranties, representations and agreements contained herein, but subject to the terms and conditions herein set forth, including, without limitation, Section 10 hereof, the Purchasers agree, severally and not jointly, to purchase from the Issuer, and the Issuer agrees to issue and sell to the Purchasers, at a purchase price of \$ _____ plus accrued interest from _____ 1, 199__ to the Closing Date (as hereinafter defined), all of the \$ _____ aggregate principal amount of City of Chicago, Illinois Gas Supply Revenue Bonds, 199__ Series__ (The Peoples Gas Light and Coke Company Project) (the "Bonds"). Each of the Purchasers agrees, severally and not jointly, to purchase from the Issuer the respective amounts of Bonds set forth opposite its name in Schedule I hereto.

The Bonds shall bear interest at the rate, shall mature on the date and shall be as described in the draft of the Official Statement of the Issuer (as defined in Section 3 of this Contract of Purchase) attached hereto as Schedule II. The Bonds shall be issued and secured pursuant to an Indenture of Trust dated as of _____ 1, 199__ (the "Indenture"), between the Issuer and _____, as Trustee (the "Trustee"). Concurrently with the execution and delivery of the Indenture, there is to be executed and delivered a supplemental indenture for the First and Refunding Mortgage Bonds, Series __, to be dated as of _____ 1, 199__ (the "First Mortgage Supplemental Indenture"), supplementing the Company's Mortgage Indenture dated January 2, 1926 (said Mortgage Indenture as heretofore supplemented being hereinafter called the "Mortgage"). Concurrently with the issuance and sale of the Bonds, the Company will deliver to the Trustee its First and Refunding Mortgage Bonds, Series __ (the "First Mortgage Bonds"), as provided in the Loan Agreement dated as of _____ 1, 199__, between the Company and the Issuer (the "Agreement").

Section 2. Payment And Delivery.

Payment of the purchase price for the Bonds shall be made by wire transfer or by certified bank check or draft in federal funds payable to the order of the Trustee, for the account of the Issuer, in federal or other immediately available funds for deposit under the terms of the Indenture, delivered to the Trustee at its offices in Chicago, Illinois on _____, 199__, or at such other place and time not later than seven (7) full business days thereafter as the Purchasers and the Issuer, with the consent of the Company, determine, but in no event later than _____, 199__, against delivery of the Bonds to the Purchasers for the accounts of the Purchasers in New York, New York, such time of payment and delivery being herein referred to as the "Closing Date". The Bonds so to be delivered will be in definitive fully registered form, bearing the appropriate C.U.S.I.P.

number, [in such denominations and registered in such names as the Purchasers may specify] [in the form of a single typewritten Bond registered in the name of CEDE & Co.] and will be made available [for checking and packaging at the place where delivery is to be made at least twenty four (24) hours prior to the Closing Date] [at least forty-eight (48) hours prior to the Closing Date at the offices of the Depository Trust Company in New York, New York].

Section 3. Representations Of The Issuer.

(a) The Issuer is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population of more than 25,000 and is a home rule unit of government under Section 6(a) of Article VII of said Constitution. Pursuant to its power as a home rule unit of government, the Issuer is authorized to issue the Bonds for the purpose of providing funds to pay the costs of the Project and to pledge the revenues received pursuant to the Loan Agreement and the First Mortgage Bonds as security for the payment of the principal of and interest on the Bonds.

(b) The Issuer has full power and authority as a home rule unit of government to consummate all of the transactions contemplated by the Contract of Purchase, the Bonds, the Indenture and the Loan Agreement and any and all other agreements relating thereto, and to issue, sell and deliver the Bonds to the Purchasers as provided herein.

(c) The Preliminary Official Statement dated _____, 199__ relating to the Bonds (the "Preliminary Official Statement") was deemed by the Issuer to be final as of its date for purposes of Rule 15c2-12 (the "Rule") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), except for the omission of information described in paragraph (b)(1) of the Rule.

(d) The distribution of the Preliminary Official Statement and the distribution of a Final Official Statement to be dated the date hereof (hereinafter referred to as the "Official Statement") were approved by the Issuer pursuant to an ordinance passed on _____, 199__. The Issuer has authorized the Official Statement and the Preliminary Official Statement to be used in connection with the sale and distribution of the Bonds by the Purchasers.

(e) The Issuer represents to the several Purchasers that, as of the date hereof, the statements contained in the Official Statement under the caption "The Issuer", insofar as they relate to the Issuer, do not, and as of the Closing Date will not, include any untrue statement of a material fact or omit to state any material fact necessary to make the statement therein, in the light of the circumstances under which they are or were made, not misleading.

(f) The Issuer has duly authorized all necessary action to be taken by it for: (1) the issuance and sale of the Bonds upon the terms set forth herein and in the Indenture and in the Official Statement; (2) the execution and delivery of the Indenture providing for the issuance of and security for the Bonds (including the pledge and assignment by the Issuer of the First Mortgage Bonds, the Agreement and the loan payments to be received pursuant to the Agreement sufficient to pay the principal of, premium, if any, and interest on the Bonds) and appointing the Trustee as trustee, paying agent and bond registrar under the Indenture; (3) the use of the Official Statement by the Purchasers in the public offering and sale of the Bonds; (4) the financing of the Project; (5) the execution, delivery, receipt and due performance of this Contract of Purchase, the Bonds, the Indenture, the Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (6) the carrying out, giving effect to and consummation of the transactions described herein, the Indenture, the Agreement and the Official Statement. Executed counterparts of the Indenture and the Agreement, a certified copy of the First Mortgage Indenture (other than the supplements thereto), an executed counterpart of the First Mortgage Supplemental Indenture as well as a photocopy of the First Mortgage Bond as executed will be delivered to the Purchasers by the Issuer at the Closing Time.

(g) To its knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of the Bonds, the Indenture, the Agreement, this Contract of Purchase or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions described hereby or by the Official Statement.

(h) To its knowledge, the execution and delivery of this Contract of Purchase, the Bonds, the Indenture, the Agreement and the other agreements described herein and by the Official Statement, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a breach of or a default under any court or administrative decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Issuer is a party.

(i) To its knowledge, the Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(j) Any certificate signed by any of the authorized officers of the Issuer and delivered to the Purchasers shall be deemed a representation and warranty by the Issuer to the Purchasers as to the statements made therein.

Section 4. Covenants Of The Issuer.

The Issuer covenants and agrees with the several Purchasers that:

(a) The Issuer directs and designates the Company to provide, or cause to be provided, to the Purchasers as soon as practicable after the date of the acceptance and approval of this Contract of Purchase by the Issuer and the Company (but, in any event, not later than within seven business days after such date and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Purchasers in such quantity as the Purchasers shall request in order for the Purchasers to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

(b) The Issuer will cooperate with counsel for the Purchasers in obtaining the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Purchasers designate, and will cooperate in continuing such qualifications in effect so long as required for the initial distribution of the Bonds; provided that the Issuer shall not be required to consent to service of process or qualify as a foreign corporation in any state.

(c) The Issuer will not authorize any amendment or supplement of the Official Statement without the consent of the Purchasers and the Company, which consent shall not be unreasonably withheld. The Issuer will advise the Purchasers and the Company promptly of the institution of any proceedings to which it is a party or of which it has knowledge by any governmental agency or otherwise affecting the use of the Official Statement in connection with the sale and distribution of the Bonds.

(d) If, in connection with the initial distribution of the Bonds, at any time from and after the date hereof and for so long as any Purchaser is required to send an Official Statement to a customer pursuant to paragraph (b)(4) of the Rule, but in no event later than 120 days after the Closing Date, any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer, promptly upon learning of such event, will cooperate in preparing an amendment or supplement which will correct such statement or omission.

The liability of the Issuer under any and all of the documentation executed in connection with the issuance of the Bonds shall not constitute its general obligation. Recourse against the Issuer under the Indenture and/or any other documentation executed in connection with the issuance of the Bonds

shall be had only against the sources of payment specified in the Indenture. It is expressly understood that the Issuer shall not otherwise be obligated and that none of its officials or employees shall be in any way obligated for any costs, expenses, fees or other obligations or liabilities incurred or imposed in connection with the Bonds, whether incurred prior to or after the Closing Date, and that recourse against the Issuer and its officials or employees shall be limited, solely and exclusively, as specified in the Indenture.

Section 5. Representations And Warranties Of The Company.

The Company represents and warrants to and agrees with the several Purchasers and the Issuer that:

(a) The Company (i) is a corporation duly incorporated, presently existing and in good standing in the State of Illinois, (ii) is duly qualified to transact business and is in good standing in every state where its ownership of property or the conduct of business requires that it be so qualified, (iii) is not in violation of any provision of its Articles of Incorporation or its Bylaws or in default under any consent decree, or in default with respect to any material provision of any lease, loan agreement, franchise, license, permit or other contract obligation to which it is a party, and there does not exist any statement of facts which constitutes an event of default as defined in such documents or which, with notice or lapse of time or both, would constitute such an event of default, in each case, except for defaults which neither singly nor in the aggregate would have a material adverse effect upon the condition (financial or otherwise), results of operations, business or properties of the Company, (iv) has full corporate power to own its properties and conduct its business, (v) is not currently in default as to principal or interest on any obligation, (vi) has full legal right, power and authority to enter into the Agreement and the First Mortgage Supplemental Indenture and to issue its First Mortgage Bonds and consummate all transactions contemplated by the Agreement, the First Mortgage Supplemental Indenture and this Contract of Purchase and (vii) by proper corporate action has duly authorized the execution and delivery of the Agreement, the First Mortgage Supplemental Indenture and this Contract of Purchase.

(b) The Company has previously delivered to the Purchasers a true and complete copy of its Articles of Incorporation and Bylaws, and said Articles of Incorporation and Bylaws have not been modified or amended and are in full force and effect as of the date hereof.

(c) The information in Appendix A (including all material incorporated by reference therein) to the Official Statement (hereinafter referred to as the "Appendix") and under the headings "Introductory Statement", "The Project and Use of Proceeds", "The Bonds", "The First Mortgage Bonds and the First Mortgage Indenture", "The Agreement", and "The

Indenture" in the Official Statement will be accurate as of the date of the Official Statement (or in the case of material incorporated by reference as of the date such information is stated to be given) in all material respects for the purpose for which its use is authorized, and such information will not include as of the date of the Official Statement (or in the case of material incorporated by reference as of the date such information is stated to be given) or as of the Closing Date any untrue statement of a material fact or omit to state any material fact which should be included therein for the purpose for which it is to be used or which is necessary to make such statements and information therein, in the light of the circumstances under which they are or were made, not misleading. The Company hereby consents to the use by the Purchasers of the Official Statement containing such statements and information, and confirms that it has similarly consented to the use of the Preliminary Official Statement for such purpose prior to the availability of the Official Statement. The Preliminary Official Statement was deemed by the Company to be final as of its date for purposes of the Rule, except for the omission of information described in Section (b)(1) of the Rule. The Company further represents and warrants that the consummation of the transactions contemplated in the Official Statement herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the Company is now a party.

(d) The accountants who have expressed their opinions with respect to the financial statements and schedules of the Company included or incorporated by reference in the Official Statement are independent accountants within the meaning of the Securities Act of 1933 (the "Securities Act").

The financial statements and schedules of the Company included or incorporated by reference in Appendix A to the Official Statement present fairly the financial position of the Company as of the respective dates of such financial statements, and the results of operations and cash flows of the Company for the respective periods covered thereby, all in conformity with generally accepted accounting principles consistently applied throughout the periods involved, except as disclosed therein; and the supporting schedules included in the documents incorporated by reference in Appendix A to the Official Statement present fairly the information required to be stated therein. The financial information set forth in the Official Statement under "Appendix A -- The Peoples Gas Light and Coke Company -- Certain Summary Financial Information" presents fairly the information set forth therein.

(e) The Company has not, since September 30, 1992, incurred any material liabilities and there has been no material adverse change in the financial position of the Company other than as set forth in the Official Statement.

(f) The Company will not take or omit to take any action which will result in the proceeds from the sale of the Bonds being applied in a manner inconsistent with the provisions of the Indenture or the Loan Agreement.

(g) Except as set forth in the Official Statement, there is no action, suit or proceeding, or, to the knowledge of the Company, any inquiry investigation at law or in equity or before or by any public board or body pending or, to its knowledge, threatened against or affecting the Company, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the condition (financial or otherwise), results of operations, business or properties of the Company or the transactions described herein or in the Official Statement or on the validity or enforceability of the Bonds, the Agreement, the First Mortgage Supplemental Indenture or the Contract of Purchase.

(h) The Agreement, the First Mortgage Supplemental Indenture and this Contract of Purchase, when executed and delivered by the Company, will be the legal, valid and binding obligations of the Company enforceable against it in accordance with their terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(i) The execution and delivery of this Contract of Purchase and the Documents to which the Company is a party, have been duly authorized by the Company, and such execution and delivery, and the performance by the Company of its obligations thereunder and hereunder, do not and will not violate the Company's Articles of Incorporation or Bylaws, or any court order by which the Company is bound, and such actions do not and will not constitute a default under any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the Company is a party, or violate any order, rule or regulation applicable to the Company of any court or regulatory body, administrative agency or other governmental body having jurisdiction over the Company or any of its properties, or any order of any court or governmental agency or authority entered in any proceeding to which the Company was or is now a party or by which it is bound, and, other than such as have previously been obtained and are in full force and effect, no approval or other action by any governmental authority or agency is required in connection with the execution, delivery and performance thereof.

(j) The Company is eligible as an issuer to file registration statements relating to its non-convertible debt securities on Form S-3 under the Securities Act of 1933, as amended (the "Securities Act").

(k) The Company has filed all documents with the Securities and Exchange Commission that it has been required to file pursuant to Section 13, 14 or 15(d) of the Exchange Act on or prior to the date hereof.

(l) The conduct of the business of the Company is in compliance in all respects with applicable federal, state and local laws and regulations, except where the failure to be in compliance would not have a material adverse effect upon the condition (financial or otherwise), results of operations, business or properties of the Company. The Company has valid and sufficient grants, franchises, miscellaneous permits and easements, free from unduly burdensome restrictions, adequate for the conduct of its business.

Section 6. Covenants Of The Company.

The Company covenants and agrees with the several Purchasers and the Issuer that:

(a) The Company will advise the Purchasers and the Issuer, promptly upon its obtaining knowledge thereof, of the institution of any proceedings by any governmental agency or otherwise affecting the use of the Official Statement in connection with the initial sale and distribution of the Bonds.

(b) If, in connection with the initial distribution of the Bonds, at any time from and after the date hereof and for so long as any Purchaser is required to send an Official Statement to a customer pursuant paragraph (b)(4) of the Rule, but in no event later than 120 days after the Closing Date, any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Company promptly upon learning of such event, will cooperate in preparing an amendment or supplement which will correct such statement or omission.

(c) The Company will furnish or cause to be furnished to the Purchasers and the Issuer copies of the Preliminary Official Statement, the Official Statement and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Purchasers and the Issuer reasonably request. The foregoing notwithstanding, copies of the Official Statement shall be furnished to the Purchasers as soon as practicable after the date of the acceptance and approval of this Contract of Purchase by the Issuer and the Company (but, in any event, not later than within seven business days after such date and in sufficient time to accompany any confirmation that requests payment from any customer) in a form that is complete as of the date of its delivery to the Purchasers and in such quantities as the Purchasers shall request in order for the Purchasers to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

(d) The Company will cooperate with counsel for the Purchasers in obtaining the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Purchasers designate and will cooperate in continuing such qualification in effect so long as required for the distribution of the Bonds, but the Company will not be required to qualify to do business in any jurisdiction where it is not now so qualified.

(e) The Company will pay, or cause to be paid from the proceeds of the Bonds, all expenses incident to the performance of its obligations under this Contract of Purchase and the fulfillment of the conditions imposed hereunder, including but not limited to the cost of printing, engraving and delivering the Bonds, the preparing and duplicating of this Contract of Purchase, the Indenture, the First Mortgage Supplemental Indenture, and related documents, the Preliminary Official Statement, the Official Statement and any amendments or supplements thereto, and the Agreement, in reasonable quantities for sales promotional purposes, costs incurred in connection with the delivery of same-day funds, and the reasonable fees and expenses of Bond Counsel and of counsel for the Issuer and will reimburse the Purchasers for any expenses (including reasonable fees and disbursements of counsel) incurred by them in connection with qualification of the Bonds for sale and determination of their eligibility for investment under the laws of such jurisdictions as the Purchasers designate, and for any fees charged by investment rating agencies for the rating of the Bonds.

(f) The Company will deliver to the Issuer and the Purchasers upon request copies of documents of the Company incorporated by reference into the Official Statement and all documents to which Section 6(g) hereof refers at such times and in such quantities as are necessary to enable the Purchasers to satisfy requests for such information, and enable the Purchasers to make such documents available for inspection, as described in the Official Statement.

(g) The Company will cooperate with counsel for the Purchasers in obtaining the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as any Purchaser shall designate and will cooperate and continue such qualification in effect so long as required for the distribution of the Bonds, but the Company will not be required to qualify to do business in any jurisdiction where it is not now so qualified.

(h) During the period commencing on the date hereof and for so long as any Purchaser is required to send an Official Statement to a customer pursuant to paragraph (b)(4) of the Rule (but in no event later than 120 days after the Closing Date), the Company will, promptly after filing any document with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act, furnish a copy thereof to the Issuer and the Purchasers.

(i) The Company will pay a fee to the Issuer on the date of delivery of the Bonds (the "Closing Date") in an amount equal to \$_____, by wire transfer or by certified check, in federal or other immediately available funds delivered to the Issuer on the Closing Date.

Section 7. Representations And Warranties Of The Purchasers.

The Purchasers represent and warrant to and agree with the Issuer and the Company that:

(a) The information in the Official Statement in the final paragraph of the cover page thereof and under the caption "Underwriting" and any written information furnished by the Purchasers specifically for use in the Official Statement will be accurate as of the date of the Official Statement in all material respects for which its use is authorized, and such information will not include as of the date of the Official Statement or as of the Closing Date any untrue statement of a material fact or omit to state any material fact which should be included therein for the purpose for which it is to be used or which is necessary to make such information, in light of the circumstances under which such information is presented, not misleading.

(b) The Purchasers will notify the Issuer and the Company as to when Purchaser is required to send an Official Statement to a customer pursuant to paragraph (b)(4) of the Rule.

Section 8. Conditions Of The Obligations Of The Purchasers.

The obligations of the several Purchasers to purchase and pay for the Bonds will be subject to the accuracy, as of the respective dates of acceptance of this Contract of Purchase by the Company and the Issuer and as of the Closing Date as if made on the Closing Date, of the representations herein on the part of the Issuer and the Company; to the accuracy of the statements of officials of the Issuer and the Company made pursuant to the provisions hereof; to the performance by the Issuer and the Company of their respective obligations hereunder and to the following additional conditions precedent:

(a) The Indenture and the Agreement have been duly authorized, executed and delivered by the respective parties thereto and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchasers;

(b) The First Mortgage Supplemental Indenture, in substantially the form delivered to the Purchasers concurrently with the execution hereof, shall have been duly authorized, executed and delivered by the respective

parties thereto and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchasers;

(c) Subsequent to the Issuer's and the Company's acceptance of this Contract of Purchase and prior to the Closing Date:

(i) there shall not have occurred any change, or any development involving a prospective change not set forth in or contemplated by the Official Statement in or affecting particularly the business, properties, financial position, or results of operations of the Company which, in the reasonable judgment of the Purchasers, materially impairs the investment quality of the Bonds; or

(ii) the market price of the Bonds, or the market price of general credit or revenue obligations issued by states or political subdivisions thereof, or the market price of revenue obligations of the character of the Bonds shall (in the reasonable judgment of the Purchasers) not have been materially and adversely affected by reason of the fact that:

(A) legislation shall have been enacted by the Congress, or passed by either House of the Congress, or introduced in either House of the Congress with a proposed effective date prior to the Closing Date, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or

(B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or

(C) the Treasury Department of the United States or the Internal Revenue Service shall have made or proposed an order, ruling or regulation or shall have caused an official statement to be published in the *Federal Register* or any other official publication of the Treasury Department of the United States or the Internal Revenue Service,

in each such case with the purpose or effect, directly or indirectly, of causing such interests as would be received by the Owners (other than a "substantial user" or "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended) of the Bonds to be includable in the gross income of such Owners for purposes of federal income taxation or of imposing federal income taxation upon such payments as would be received by the Issuer under the Agreement or the First Mortgage Bonds; or

(iii) the marketability of the Bonds or their market price shall not have been, in the opinion of the Purchasers, materially adversely affected by (1) an outbreak or escalation of hostilities or other calamity or crisis, (2) a general suspension of or material limitation on trading on the New York Stock Exchange or other national securities exchange, the establishment of minimum prices on such exchange or the declaration of a general banking moratorium by the authorities of the United States or the State of Illinois, (3) a downgrading or withdrawal by a national rating service of a rating on the Bonds or any class of securities of the Company, or an announcement by such a service that it is considering such a downgrading or withdrawal, (4) an amendment or supplement to the Official Statement, or (5) the establishment of any new restrictions on transactions in securities materially affecting the free market for securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the charge to the net capital requirements of, underwriters established by the New York Stock Exchange or other national securities exchange, the Securities Exchange Commission, any other federal or state agency or the United States Congress, or by Executive Order;

(d) Between the date hereof and the Closing Date, no order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental body or board shall have been issued or commenced, nor shall any legislation have been enacted, with the purpose or effect of prohibiting the issuance, offering or sale of the Bonds as contemplated hereby or by the Official Statement or prohibiting the execution or performance of the Indenture, the Agreement, the First Mortgage Supplemental Indenture or the Mortgage in accordance with their respective terms; and

(e) The Purchasers shall have received the following:

(i) Not later than the date of the acceptance of this Contract of Purchase, a letter from Arthur Andersen & Co., addressed to the Purchasers, dated not later than the date of the acceptance of this Contract of Purchase by the Company in substantially the form attached hereto as Exhibit A.

(ii) The unqualified approving opinions, dated the Closing Date, of Chapman and Cutler and Haggerty, Koenig & Hill, Co-Bond Counsel, relating to the valid authorization and issuance of the Bonds and the tax-exempt status of the Bonds, with sufficient copies for each Purchaser and the Issuer, in substantially the form of Appendix B to the Official Statement.

(iii) The supplementary opinions, dated the Closing Date and addressed to the Issuer and the Purchasers, of Co-Bond Counsel, in substantially the form attached hereto as Exhibit B.

(iv) An opinion, dated the Closing Date, of Corporation Counsel of the Issuer, to the effect that:

(A) the Issuer is a municipal corporation and home rule unit of government of the State of Illinois duly organized and validly existing under Illinois law with all necessary power and authority to undertake the financing of the Project, to execute and deliver the Agreement and the Indenture, to perform and observe the terms of each such document, and to issue the Bonds;

(B) the ordinance authorizing the issuance of the Bonds was duly adopted by a quorum of the City Council of the Issuer at a meeting held in accordance with the requirements of Illinois law and procedural rules of the Issuer, and such ordinance remains in full force and effect on the date hereof;

(C) the Bonds, the Agreement and the Indenture have been duly authorized, executed and delivered by the Issuer and are legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights and subject to the exercise of judicial discretion in accordance with general principles of law or equity applicable to those remedies;

(D) the execution and delivery and performance by the Issuer of the Bonds, the Agreement and the Indenture will not violate in a material manner any applicable judgment, order or regulation of any court or of any public or governmental agency or authority having jurisdiction over the Issuer and will not conflict in a material manner with or constitute a material breach of or a material default under any instrument to which the Issuer is a party or by which it or its properties are bound or to which it is subject;

(E) to the best of such counsel's knowledge, there is no litigation, proceeding or investigation pending or threatened against the Issuer which, if adversely determined, would adversely affect the validity of the Bonds, the Agreement or the Indenture or materially adversely affect the ability of the Issuer to perform and observe the terms of each such document or to issue the Bonds; and

(F) this Contract of Purchase has been duly authorized, executed and delivered by the Issuer and is a valid contract of the Issuer.

(v) A certificate or certificates, which may be based on a certificate of the Company, dated the Closing Date, executed by an official of the Issuer responsible for issuing the Bonds, in form and substance satisfactory to Co-Bond Counsel, as to the basis in fact of all of the

expectations of the Issuer that the Issuer may certify under United States Treasury Regulations § 1.148-0 through § 1.148-11 or such other Regulations as may then be applicable with respect to the Bonds.

(vi) A certificate or certificates, dated the Closing Date, signed by the Mayor of the Issuer or such other officer of the Issuer satisfactory to Co-Bond Counsel and the Purchasers and in form and substance satisfactory to Co-Bond Counsel and the Purchasers in which such person, to the best of his knowledge, shall state that the representations and warranties of the Issuer in this Contract of Purchase are true and correct (except for immaterial details) as of the Closing Date; and that the Issuer has complied in all material respects with all agreements and satisfied in all material respects all conditions on its part to be performed or satisfied at or prior to the Closing Date.

(vii) An opinion, dated the Closing Date, and addressed to the Issuer and the Purchasers, of James Hinchliff, Esq., Senior Vice President and General Counsel of the Company, to the effect that:

(A) the Company (i) has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Illinois, and (ii) has power and authority (corporate and other) to own its property and conduct its business as described in the Official Statement;

(B) this Contract of Purchase has been duly authorized, executed and delivered by the Company and is a valid obligation of the Company;

(C) the Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms (except to the extent limited by bankruptcy, insolvency or reorganization laws or by laws relating to or affecting the enforcement of creditors' rights and by general equity principles);

(D) the First Mortgage Bonds have been duly authorized, authenticated and delivered and are valid and legally binding obligations of the Company entitled to the benefits and security of the Mortgage and the First Mortgage Supplemental Indenture, enforceable in accordance with their terms (except to the extent limited by bankruptcy, insolvency or reorganization laws or by laws relating to or affecting the enforcement of creditors' rights and by general equity principles) and are secured equally and ratably with all other Bonds outstanding under the Mortgage except insofar as any sinking or other fund may afford additional security for the Bonds of any particular series;

(E) the First Mortgage Supplemental Indenture has been duly authorized, executed and delivered, and constitutes a valid and legally binding obligation of the Company enforceable in accordance with its terms (except to the extent limited by bankruptcy, insolvency or reorganization laws or by laws relating to or affecting the enforcement of creditors' rights and by general equity principles); and no authorization, vote, consent or action by the holders of any of the outstanding securities of the Company is necessary with respect thereto;

(F) the Mortgage constitutes, and together with the First Mortgage Supplemental Indenture, when the latter has been duly recorded, will constitute, the valid direct first mortgage lien such instruments purport to create upon the interest of the Company in the property and franchises therein described (except any which have been duly released from the lien thereof);

(G) without assuming responsibility for the accuracy, completeness, or fairness of the statements contained in the Official Statement except as expressly stated in such opinion, that he has no reason to believe that the Official Statement, insofar as it relates to the Project and use of proceeds of the Bonds, the Agreement, the Mortgage and First Mortgage Supplemental Indenture, the First Mortgage Bonds or Appendix A, or any amendment or supplement thereto, as of their respective issue dates and as of the Closing Date, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(H) all legally required proceedings in connection with the execution and delivery of the Agreement by the Company and the First Mortgage Supplemental Indenture by the Company and the authorization and issuance of the First Mortgage Bonds, and the use of the First Mortgage Bonds, by the Company in the manner set forth in the Agreement, have been completed and remain in effect, and all requisite action of public boards or bodies (other than in connection or in compliance with the provisions of the Securities or "Blue Sky" laws of any jurisdiction) as may be legally required with respect to such matters or matters related thereto has been taken and remains in effect, and the Company is exempt from the provisions of the Public Utility Holding Company Act of 1935 applicable to it, except Section 9(a)(2), with respect to such authorization, issuance and use;

(I) the Mortgage has been duly filed and recorded in all jurisdictions in which it is necessary to be filed and recorded in order to constitute a lien of record on the property subject thereto;

(J) except as to property acquired subsequent to the execution and delivery of the First Mortgage Supplemental Indenture, the Company has good and sufficient title to all the property described or referred to in and purported to be conveyed by the Mortgage (except such property as may have been disposed of and released from the lien thereof in accordance with the terms thereof), subject only to the lien of the Mortgage, to exceptions and reservations specifically set forth therein, to permissible encumbrances as therein defined; that the description of said property in the Mortgage is adequate to constitute a lien of mortgage thereon; that the Mortgage, subject only to exceptions and reservations specifically set forth therein and to permissible encumbrances, as aforesaid, constitutes a valid, direct first mortgage lien on said property, which includes substantially all of the fixed property of the Company, and on the franchises and permits of the Company pertaining to the operation of its property acquired by the Company after the execution and delivery of the First Mortgage Supplemental Indenture will, upon such acquisition, become subject to the lien of the Mortgage to the extent provided therein, subject, however, to permissible encumbrances, to liens, if any, existing or placed thereon at the time of the acquisition thereof by the Company and to any rights or equities of others attaching under applicable local law in the absence of notice of the lien of the Mortgage by recordation or otherwise;

(K) the Company holds all franchises, certificates of public convenience, licenses and permits necessary to carry on the utility business in which it is engaged;

(L) the descriptions in the Official Statement of statutes, legal and governmental proceedings relating to the Company and contracts and other documents of the Company are accurate and fairly present the information required to be shown, it being understood that counsel need express no opinion as to the financial statements and other financial data contained in the Official Statement or the opinion set forth in Appendix B thereto; and

(M) the sale and delivery of the Bonds and the issuance and delivery of the First Mortgage Bonds and the execution and delivery of the Agreement do not require registration of the Bonds or the First Mortgage Bonds under the Securities Act of 1933, as amended (the "Securities Act"), and likewise do not require qualification of the Indenture or the First Mortgage Supplemental Indenture under the Trust Indenture Act of 1939, as amended.

(viii) A letter, dated the Closing Date, of Arthur Andersen & Co. which meets the requirements for clause (i) of this subsection, except that the procedures and inquiries covered by such letter shall be to a date not more than five days prior to the Closing Date.

(ix) A certificate, dated the Closing Date, of the President, an Executive Vice President or a Vice President and a financial or accounting officer of the Company in which such officers, to the best of their knowledge after reasonable investigation, shall state that the representations and warranties of the Company in this Contract of Purchase are true and correct (except for immaterial details) as of the Closing Date, and that, subsequent to the date of the latest financial statements of the Company incorporated by reference in the Official Statement, there has been no material adverse change in the business, properties, financial position or results of operations of the Company except as set forth in or contemplated by the Official Statement or as described in such certificate.

(x) Such opinion or opinions, dated the Closing Date, of Chapman and Cutler, with respect to the Indenture, the Agreement, the Mortgage, the First Mortgage Bonds, this Contract of Purchase, the First Mortgage Supplemental Indenture, the Official Statement and other related matters as the Purchasers may require; and such documents as Chapman and Cutler may reasonably request for the purpose of enabling them to pass upon such matters.

On or prior to the Closing Date, the Company will furnish the Purchasers with such conformed copies of such opinions, certificates, letters and documents as the Purchasers reasonably request.

Section 9. Indemnification.

(a) The Company agrees to indemnify and hold harmless the Issuer, each Purchaser, any member, director, officer, official or employee of the Issuer or the Purchaser, and each person, if any, who controls any Purchaser within the meaning of the Securities Act (collectively the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or misleading statement or allegedly misleading or untrue statement of a material fact contained in the Official Statement except, with respect to the Issuer, information contained under the captions and subcaptions "The Issuer" and except, with respect to each Purchaser, under the captions "Underwriting" and "Tax Exemptions", or are caused by any omission or alleged omission from the Official Statement (other than in the material contained under the captioned sections above referenced) of any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided that, the indemnification contained in this paragraph shall not inure to the benefit of any Purchaser (or any person who controls the Purchaser) if such statement or omission was contained or made in any Preliminary Official Statement and corrected in the Official Statement and (1) any such loss, claim, damage or liability suffered or incurred by the

Purchaser (or any person who controls the Purchaser) resulted from an action, claim or suit by any person who purchased the Bonds which are the subject thereof from the Purchaser in the offering and (2) the Purchaser failed to deliver or provide a copy of the Official Statement to such person at or prior to the settlement of the sale of such Bonds in any case where such delivery is required.

(b) In case any action shall be brought against one or more of the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing, and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless (i) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Company, or the Indemnified Party and the Company may have conflicting interests which would make it inappropriate for the same counsel to represent them (it being understood, however, that the Company shall not be liable for the expenses of more than one separate counsel, approved by the Purchaser representing all Indemnified Parties not having different or additional defenses or potential conflicting interests among themselves who are parties to such action), (ii) the Company shall not have employed counsel satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of commencement of the action or (iii) the Company has authorized the employment of counsel for the Indemnified Party at the expense of the Indemnifying Party. The Company shall not be liable for any settlement of any such action effected without the written consent of the Company by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein. Any losses, claims, damages, liabilities or expenses for which an Indemnified Party is entitled to indemnification or contribution as herein provided shall be paid by the Company to the Indemnified Party as such losses, claims, damages, liabilities or expenses are incurred.

(c) If the indemnification provided for in paragraph (a) above is unavailable to any of the Indemnified Parties in respect of any losses, claims, damages, liabilities or expenses referred to therein, then the Company shall, in lieu of indemnifying such Indemnified Parties, contribute to the amount paid or payable by such Indemnified Parties as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company and

such Indemnified Parties, respectively, from the offering of the Bonds. The relative benefits received by the Company, the Issuer and the Purchaser, respectively, shall be deemed to be in the same proportion as the total proceeds from the offering of the Bonds (before deducting expenses) received by the Company bear to the total compensation or profit (before deducting expenses) received or realized by the Issuer for its participation in the offering or by the Purchaser from the purchase and resale, or underwriting, of the Bonds, respectively. If, however, the allocation hereinabove provided is not permitted by applicable law, then the Company shall contribute to such amount paid or payable by such Indemnified Parties in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and such Indemnified Parties, respectively, in connection with the statements or omissions or alleged statements or omissions which resulted in such claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Purchasers acknowledge that the Issuer did not participate in the preparation of the Official Statement except for the information under the heading "The Issuer" and that the Issuer has no knowledge, access to information or opportunity to correct or prevent statements or omissions except for the information under the heading "The Issuer". The Company, the Purchasers and the Issuer, respectively, agree that it would not be just and equitable if contribution pursuant to this paragraph (c) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to above in this paragraph (c). The amount paid or payable by any Indemnified Parties as a result of the losses, claims, damages or liabilities referred to above in this paragraph (c) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Parties in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph (c), the Purchasers shall not be required to contribute any amount in excess of the amount by which the total price at which the Bonds underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which the Purchasers have otherwise been required to pay by reason of such untrue or allegedly untrue statement or omission or alleged omission. The provisions of this paragraph (c) shall not be construed so as to expand the nature or scope of the indemnification obligations or liabilities of the Company set forth in paragraphs (a) and (b) hereinabove.

(d) This Contract of Purchase is entered into by the Company and the Issuer on the understanding that the Purchasers will indemnify and hold harmless (with respect to the portions of the Official Statement set forth hereafter), and the Purchasers do hereby agree to indemnify and hold harmless the Company and the Issuer and each person, if any, who controls

the Company and the Issuer (within the meaning of the Securities Act), against any losses, claims, damages, liabilities or expenses, joint or several, to which the Company or the Issuer may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or misleading statement or allegedly untrue or misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, but only to the extent such losses, claims, damages, liabilities or expenses are caused by any such untrue or misleading statement or omission or allegedly untrue or misleading statement or omission that was made in the Official Statement in reliance upon and in conformity with the written information furnished by the Purchasers specifically for use in the preparation thereof. The Company and the Issuer acknowledge that the only information contained in the Official Statement provided by the Purchasers is the information contained under the caption "Underwriting."

(e) In case any action shall be brought against the Company or the Issuer based upon the Official Statement and in respect of which indemnity may be sought under subparagraph (d) above, the Company or the Issuer, as applicable, shall promptly notify the Purchasers in writing and the Purchasers shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. The Company or the Issuer, as applicable, shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Company or the Issuer, as applicable, unless (i) the Company or the Issuer, as applicable, shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to the Purchasers, or the Company or the Issuer, as applicable, and the Purchasers may have conflicting interests which would make it inappropriate for the same counsel to represent them (it being understood, however, that the Purchasers shall not be liable for the expenses of more than one separate counsel, approved by the Company or the Issuer, as applicable), (ii) the Purchasers shall not have employed counsel satisfactory to the Company or the Issuer, as applicable, to represent the Company or the Issuer, as applicable, within a reasonable time after notice of commencement of the action or (iii) the Purchasers have authorized the employment of counsel for the Company or the Issuer, as applicable, at the expense of the Purchasers. The Purchasers shall not be liable for any settlement of any such action effected without the written consent of the Purchasers by the Company or the Issuer, as applicable, but if settled with the written consent of the Purchasers, or if there be a final judgment for the plaintiff in any such action against the Company or the Issuer, as applicable, or the Purchasers or any of the controlling persons of same with or without the consent of the Purchasers, the Purchasers agree to indemnify and hold harmless the Company or the Issuer, as applicable, to

the extent provided herein. Any losses, claims, damages, liabilities or expenses for which the Company or the Issuer, as applicable, is entitled to indemnification or contribution as herein provided shall be paid by the Purchasers to the Indemnified Party as such losses, claims, damages, liabilities or expenses are incurred.

Section 10. Default Of Purchasers.

If any Purchaser or Purchasers default in their obligations to purchase Bonds hereunder, the other Purchasers shall be obligated, severally in the proportion which their respective commitments hereunder bear to the total commitment of the non-defaulting Purchasers, to purchase all the Bonds which such defaulting Purchaser or Purchasers agreed but failed to purchase; provided, however, that the obligation of KM Independence Group, a division of Robert W. Baird & Co., Incorporated, to purchase Bonds pursuant to this Agreement shall under all circumstances be limited to the amount set forth opposite its name on Schedule I hereto. In such event, the Company shall postpone the Closing Date (or the postponed Closing Date, if one shall have been fixed as provided in Section 2) to 10:00 A.M., Chicago time, on any business day within the next seven full business days after the day originally specified for the Closing Date (or the postponed Closing Date, if one shall have been fixed as above provided) as requested by the Purchasers. Nothing herein will relieve a defaulting Purchaser from liability for its default.

Section 11. Survival Of Certain Representations And Obligations.

The respective indemnities, agreements, representations and warranties and other statements of the Issuer, the Company, or their respective officials or officers and of or on behalf of the several Purchasers set forth in or made pursuant to this Contract of Purchase will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Purchaser, the Issuer or any of its officials or employees, or the Company or any of its officers, directors or controlling persons, if any, and will survive delivery of and payment for the Bonds. If for any reason the purchase of the Bonds by the Purchasers is not consummated, the Company will pay its own costs and expenses and all costs and expenses of the kind which would have been paid out of the proceeds of the sale of the Bonds pursuant to Section 6(e) hereof if the Bonds had been sold to the Purchasers (provided, however, that any such payment shall be without prejudice to the Company's rights against any defaulting Purchaser), and the respective obligations of the Company and the Purchasers under Section 9 hereof shall remain in effect.

Section 12. Notices.

The Company shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of each of the Purchasers if the same shall have been made or given by the Purchasers jointly or by Goldman, Sachs & Co.. All communications hereunder will be in writing, and will be hand delivered or telexed and, if telexed, confirmed by hand delivery or mail, if sent to the Purchasers, addressed to the Purchasers, c/o _____, Attention: _____, if sent to the Issuer, addressed to it at its address set forth above, Attention: Comptroller, or if sent to the Company, addressed to it at its address set forth above, Attention: Secretary and Treasurer. In each case a copy of any communication sent by one party hereto to another shall be sent to the others at the addresses indicated in the preceding sentence.

Section 13. Representation Of Purchasers.

Any action under this Contract of Purchase taken by the Purchasers jointly or by Goldman, Sachs & Co. will be binding upon all the Purchasers.

Section 14. Counterparts.

This Contract of Purchase may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Successors.

This Contract of Purchase is made solely for the benefit of the Issuer, the Company, the Purchasers and, to the extent provided in Section 9 hereof, to any person who controls any Purchaser, to the officials and employees of the Issuer, to the officers and directors of the Company and to any person who controls the Company, and their respective successors. No other person, partnership, association, corporation or governmental body shall acquire or have any right under or by virtue hereof. The term "successors" shall not include any purchaser of Bonds from or through a Purchaser merely because of such purchase.

Goldman, Sachs & Co.

By: _____

Its: _____

Smith Barney, Harris Upham & Co.,
Incorporated

By: _____

Its: _____

Edward D. Jones & Co.

By: _____

Its: _____

KM Independence Group, a division
of Robert W. Baird & Co.,
Incorporated

By: _____

Its: _____

Accepted: _____, 199__.

The Peoples Gas Light and Coke Company

By: _____

Its: _____

City of Chicago, Illinois

By: _____

Its: _____

Approved:

Chairman, Committee on Finance
Chicago City Council

Date: _____, 199__.

Schedule I attached to this Contract of Purchase reads as follows:

Schedule I.

Purchaser	Principal Amount Of Bonds
Goldman, Sachs & Co.	\$ _____
Smith Barney, Harris Upham & Co., Incorporated	\$ _____
Edward D. Jones & Co.	\$ _____
KM Independence Group, a division of Robert W. Baird & Co., Incorporated	\$ _____

[Exhibits "A" and "B" referred to in this Contract of Purchase unavailable at time of printing.]

**CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal

of the Proceedings of September 15, 1993, pages 38084 through 38106, recommending that the City Council pass 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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.

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 eighty (80) feet north of and parallel to West Erie Street; a line ninety (90) feet east of and parallel to North Morgan Street; West Erie Street; and North Morgan Street,

to those of a C1-4 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-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. 1-G in the area bounded by:

the alley next north of and parallel to West Grand Avenue; North Elizabeth Street; North Ogden Avenue; the alley next south of and parallel to West Grand Avenue; and North Noble Street,

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 1-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 M2-4 General Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

a line 40.77 feet south of West Kinzie Street; North Peoria Street; a line 140.77 feet south of West Kinzie Street; and North Morgan Street,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 2-G.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-G in the area bounded by:

the alley next north of and parallel to West Jackson Boulevard; a line 217.8 feet east of the alley next east of and parallel to South Racine Avenue; West Jackson Boulevard; and the alley next east of and parallel to South Racine Avenue,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-6 General Central Business District symbols and indications as shown on Map No. 3-F in the area bounded by:

starting at a point 67.78 feet west of the intersection of the line of the public alley north of and parallel to West Chicago Avenue and North State Street; a line running south 104 feet next west of and parallel to North State Street; thence a line running west along the north line of and parallel to West Chicago Avenue for a distance of 25 feet; thence a line running north 104 feet next west of and parallel to North State Street; and thence a line running east 25.00 feet to the point of beginning,

to those of a B5-5 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-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 C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-G in the area bounded by:

a line 24.5 feet north of and parallel to West 21st Street; South Halsted Street; West 21st Street; and the alley next west of and parallel to South Halsted Street,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-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 R3 General Residence District symbols and indications as shown on Map No. 4-I in the area bounded by:

West 21st Street; South Washtenaw Avenue; a line 50 feet south of West 21st Street; and the alley next west of and parallel to South Washtenaw 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-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. 5-G in the area bounded by:

a line 25 feet north of West Belden Avenue; North Janssen Avenue; West Belden Avenue; and the alley next west of West Belden Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

North Milwaukee Avenue; a line 638 feet north of North Oakley Avenue; the alley next southwesterly and parallel to North Milwaukee Avenue; and North Western 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 full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-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 R3 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

the alley next north of West Shakespeare Avenue; North Bell Avenue; West Shakespeare Avenue; and a line 50 feet west of North Bell Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-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 R3 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

the alley next south of West Webster Avenue; North Winchester Avenue; a line 333 feet north of West Dickens Avenue; and the alley next west of North Winchester Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 5-K in the area bounded by:

the alley next north of and parallel to West North Avenue; North Kedvale Avenue; West North Avenue; and a line 68 feet west of and parallel to North Kedvale Avenue,

to those of a B3-1 General Retail District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 5-K.
(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. 5-K in the area 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 the designation 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-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. 6-G in the area bounded by:

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

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 R3 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by:

a line 49 feet north of West 28th Street; South Ridgeway Avenue; West 28th Street; and the alley next west of and parallel to South Ridgeway Avenue,

to those of a B1-2 Local Retail District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 7-K.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-1 Restricted Commercial District symbols and indications as shown on Map No. 7-K in the area bounded by:

a line 124.28 feet north of West Barry Avenue; the alley next east of and parallel to North Cicero Avenue; West Barry Avenue; and North Cicero Avenue,

to those of a B3-1 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map 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:

on the north by West Eddy Street; on the east by the Chicago and Evanston Railroad; on the south by the north line of the 16 foot vacated alley which is vacated per Document No. 7073208; and on the west by the east line of the 16 foot public alley as dedicated by Document No. 7073207 which is 307 feet east of North Racine Avenue, in Cook County, Illinois,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 12-J in the area bounded by:

the alley next southeasterly of South Archer Avenue; South Hamlin Avenue; and the southerly right-of-way line of West 49th Street, or the line thereof if extended where no street exists,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-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 R3 General Residence District symbols and indications as shown on Map No. 13-H in the area bounded by:

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

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 15-O.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 15-O in the area bounded by:

West Devon Avenue; a line 125 feet east of North Canfield Avenue (City limits) as measured from the intersection of West Devon Avenue and North Canfield Avenue; a line 125 feet south of West Devon Avenue; and North Canfield Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-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. 16-M in the area bounded by:

West 64th Place; the alley next east of and parallel to South Austin Avenue; a line 55.5 feet south of and parallel to West 64th Place; and South Austin Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 18-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 C2-1 General Commercial District symbols and indications as shown on Map No. 18-I in the area bounded by:

the alley next northwest of and parallel to West Columbus Avenue; the alley next south of and parallel to West 74th Street; South Artesian Avenue; West Columbus Avenue; and South Campbell 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 24-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 24-E in the area bounded by:

East 100th Street; South Michigan Avenue; East 100th Place; and the alley next west of and parallel to South Michigan 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 26-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 26-E in the area bounded by:

a line 182 feet north of East 108th Street; South Michigan Avenue; a line 149 feet north of East 108th Street; and the alley next west of and parallel to South Michigan 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 26-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 26-E in the area bounded by:

a line 314 feet south of East 108th Street; the alley next east of and parallel to South Wabash Avenue; a line 344 feet south of East 108th Street; and South Wabash 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 28-H.
(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 Residential Planned Development and R1 Single-Family Residence District symbols and indications as shown on Map No. 28-H in the area bounded by:

West 112th Place; South Oakley Avenue; a line 50.4 feet south of West 112th Place; a line 198.75 feet west of South Oakley Avenue; a line 100.4 feet south of West 112th Place; South Oakley Avenue; West 113th Place; and South Western Avenue,

to those of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Plan Of Development.

Institutional Planned Development Statements.

1. The area delineated as "Institutional Planned Development" consists of property identified in the drawing attached hereto entitled "Property Line and Right-of-Way Adjustment Map". The Institutional Planned Development is under the single designated control of The Washington and Jane Smith Home, an Illinois not-for-profit corporation.
2. The Applicant shall separately obtain all approvals such as any dedication or vacation of streets or alleys, that may be required.
3. The following uses shall be permitted within the area delineated herein as "Institutional Planned Development":
 - (A) Within Subarea A: Housing for the aged, housing for nurses, interns and residents, offices, parking, geriatric physical therapy and physical fitness facility and related uses; and
 - (B) Within Subarea B: Housing for up to four nurses, interns and staff of the institution, or any use permitted in the R1 Single-Family Residence District.
4. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
5. Circulation patterns will be designed to permit fire and emergency vehicle lanes as required by the Commissioners of Planning, Public Works and the Fire Department.
6. Business identification or advertising signs may be permitted within the area delineated herein as "Institutional Planned Development", subject to the review and approval of the Commissioner of Planning.
7. The height restrictions of any proposed structure shall not exceed any federal or local height restrictions.
8. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of Planning.

9. The improvements of the Property, including all entrances and exits to parking areas, shall be designed and constructed in substantial conformance with the Generalized Land Use Plan and Use and Bulk Regulations attached to this Plan of Development. In addition to the following development guidelines, any demolition or new development to occur in any subarea will require that entire subarea to be brought into conformance with the Chicago Landscape Ordinance.

Any alterations, additions or new structures constructed in Subarea B shall be compatible in scale, materials, colors and fenestration with the surrounding residential neighborhood.

10. Future Site Plan/Elevation Approval: A site plan and elevations for any demolition of existing structures or new building or parking areas to be constructed within this Planned Development shall be submitted to the Commissioner of the Department of Planning and Development for site plan and Part II approval pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance. The Applicant shall also give notice to the alderman that it intends to submit to the Commissioner a site plan and/or elevations for approval. Site plan and elevation approval is intended to assure that specific development proposals conform with the Planned Development Ordinance and to assist the City in monitoring ongoing development.

If a site plan and elevations substantially conform with the provisions of this Planned Development Ordinance, the Commissioner shall approve the site plan and elevations and shall issue written approval thereof to the Applicant within thirty (30) days of submission of the completed application. If the Commissioner determines within said thirty (30) day period that the site plan does not substantially conform with the provisions of this Planned Development Ordinance, the Commissioner shall advise the Applicant in writing regarding the specific reasons for such adverse determination and the specific areas in which the site plan or elevations do not conform to the provisions of this Planned Development Ordinance within fourteen (14) days and make a final written determination within said period. Following approval of the site plan and elevations by the Commissioner, the site plan and elevations shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development Ordinance.

After the Commissioner approves the site plan and elevations, the approved scheme may be changed or modified pursuant to the provisions of this Planned Development Ordinance. In the event of any inconsistency between an approved site plan and elevations and the terms of the Planned Development Ordinance in effect at the

time of approval of such site plan or of the modifications thereto, the terms of the Planned Development Ordinance shall govern.

The site plan and elevations for a new building to be constructed within the boundaries of Institutional Planned Development Number 73 shall, at a minimum, provide the following information:

- Building footprint;
- Dimensions of all setbacks;
- Location and depiction of all on-site parking spaces (including relevant dimensions);
- Location and depiction of all loading berths (including relevant dimensions);
- All building elevations (including indications of finish materials and all relevant dimensions); and
- Statistics regarding the new building or buildings to be constructed in Institutional Planned Development Number 73, including:
 - (1) Floor area and floor area ratio as presented on submitted drawing;
 - (2) Number of parking spaces provided;
 - (3) Number of loading berths provided;
 - (4) The uses to occur in the building;
 - (5) Maximum building height;
 - (6) Setbacks and vertical setbacks, required and provided; and
 - (7) Traffic Generation Data to update and supplement previously submitted traffic impact studies, if the Chicago Department of Transportation deems it necessary.

11. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of

the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate, and consistent with the nature of the development of the Property contemplated in this Planned Development Ordinance 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.

12. 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 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.

[Property Line and Right-of-Way Adjustment Map and Generalized Land Use Plan attached to this Plan of Development printed on pages 39819 and 39820 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

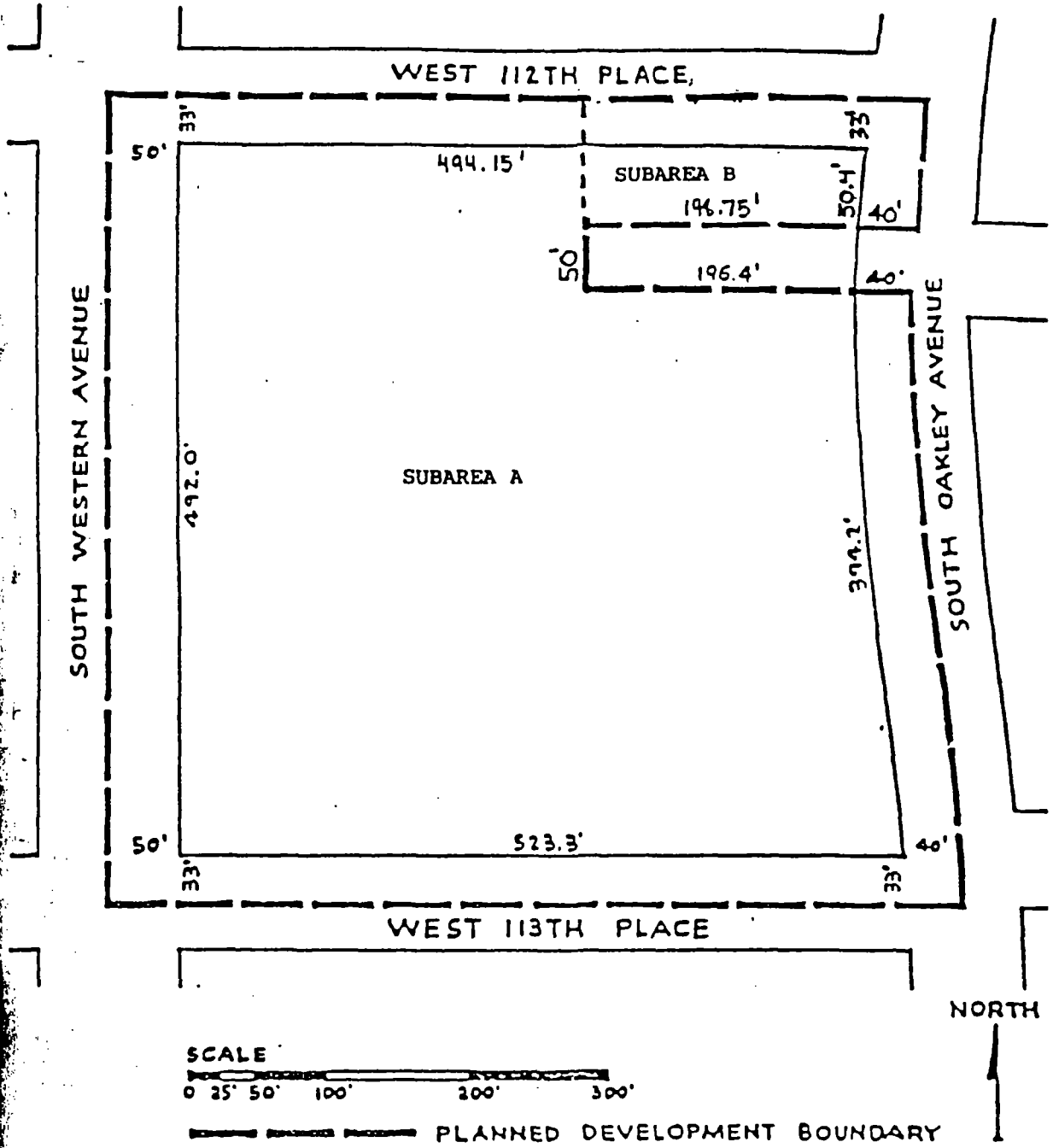
Institutional Planned Development No. 73, As Amended.

Use And Bulk Regulations And Data.

	Subarea A	Subarea B	Total
Net Site Area:	225,792 sq. ft.	9,868 sq. ft.	235,660 sq.ft.

	Subarea A	Subarea B	Total
General Description of Permitted Uses:	See Statement No. 3	See Statement No. 3	---
Maximum Floor Area Ratio:	1.2	.5	1.15
Maximum Site Coverage:	35%	35%	---
Minimum Number of Off-Street Parking Spaces:	42	2	44
Minimum Periphery Setback:	As existing, no change	As existing, no change	---
	Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangements related to existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning and Development.		
Number of Persons Employed (and in the Property at the Same Time):	---	---	75
Number of Residents of the Home:	---	---	241

Property Line And Right-Of-Way Adjustments.
INSTITUTIONAL PLANNED DEVELOPMENT



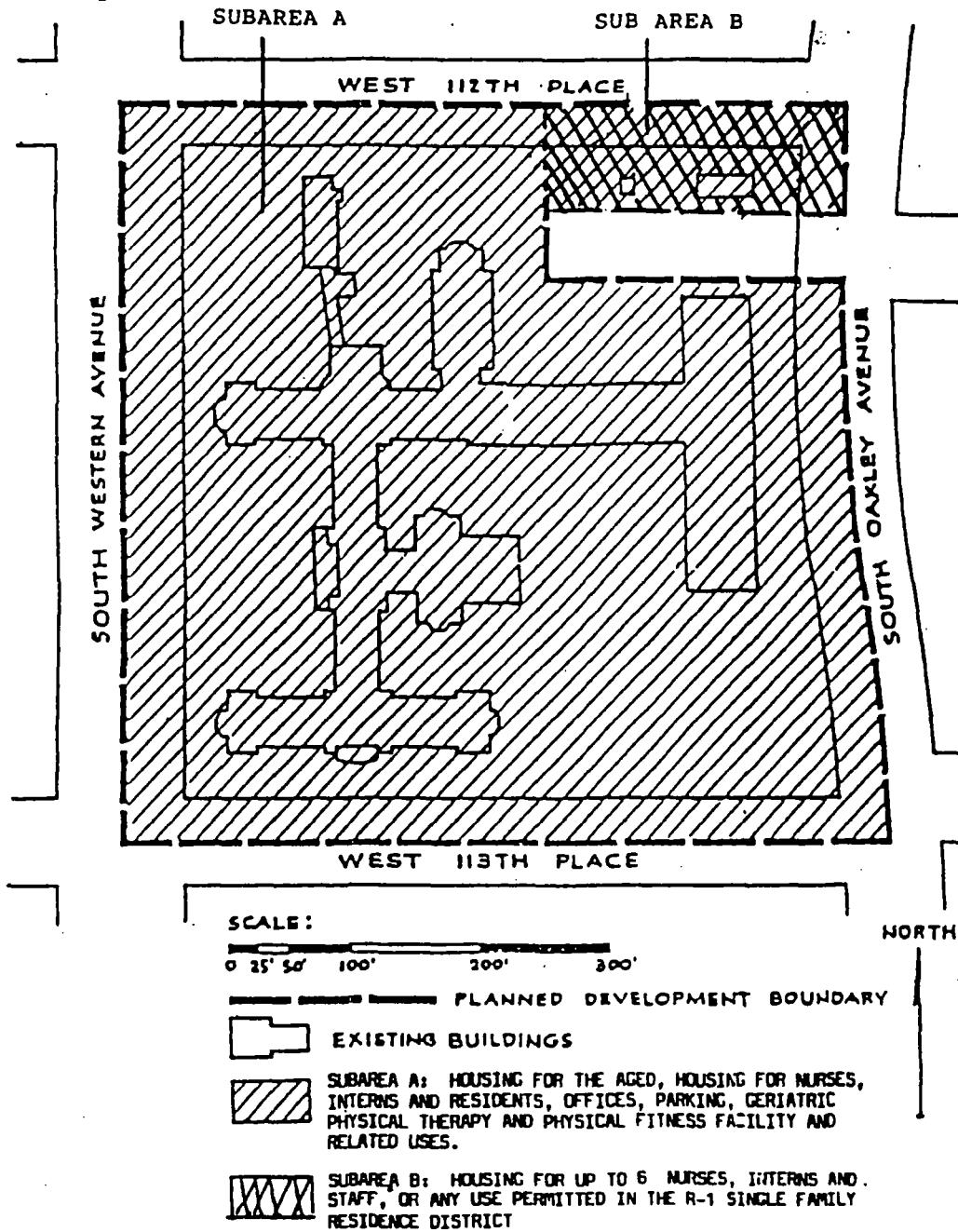
APPLICANT: THE WASHINGTON AND JANE SMITH HOME

DATE: JUNE 16, 1993

REVISED: September 2, 1993

Generalized Land Use Plan.

INSTITUTIONAL PLANNED DEVELOPMENT



APPLICANT: THE WASHINGTON AND JANE SMITH HOME
PROPERTY ADDRESS: 2340 W. 113th PLACE and 11242 S. OAKLEY AVENUE, CHICAGO, ILLINOIS
DATE: JUNE 16, 1993
REVISED: SEPTEMBER 2, 1993

MISCELLANEOUS BUSINESS.

Motion Tabled -- DISCHARGE FROM COMMITTEE ON FINANCE
OF ORDINANCE REQUIRING ADVISORY REFERENDUM
ON RIVERBOAT CASINO GAMBLING.

Aldermen Moore, Haithcock, Preckwinkle, Bloom, Steele, Shaw, Jones, Coleman, Troutman, Evans, Munoz, Watson, E. Smith, Burrell and Shiller presented the following motion:

"We hereby move to discharge from committee the attached ordinance introduced in the City Council on June 23, 1993, and referred to the Committee on Finance (Journal of Proceedings at 34775 -- 34776)."

Ordinance attached to this motion reads as follows:

WHEREAS, The City has been asked by some of its citizens to consider the submission of an advisory referendum question, as hereinafter specifically set forth, on the question of whether legalized riverboat casino gambling should be permitted in the City of Chicago; said question to be submitted to the voters of the City of Chicago at the next regularly scheduled election, now scheduled for March 15, 1994; and

WHEREAS, The results of such local referendum will constitute the opinion of the residents of the City of Chicago regarding legalized riverboat casino gambling within the City limits; and

WHEREAS, It is deemed by the Council of this City to be in the best public interest to survey the opinion of the voters by submitting such question to the voters at the next regularly scheduled election; now, therefore,

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

SECTION 1. It is the determination of the Council of the City of Chicago that the following question of public policy shall be submitted to the voters of the City as an advisory referendum at the next regularly scheduled election, now scheduled for March 15, 1994, to wit:

"Should legalized riverboat casino gambling be permitted in the City of Chicago?"

SECTION 2. Said referendum shall be conducted, in all respects in accordance with the provisions of the Illinois Election Code pertaining to the conduct of the next election, and with the ordinance providing for the pertinent publications, ballots, polling places and election judges relating to such election.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval with law.

Alderman Madrzyk moved to lay on the table the foregoing motion. The motion to *Lay on the Table Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Rugai, Medrano, Ocasio, Bialczak, Suarez, Gabinski, Banks, Allen, Laurino, O'Connor, Doherty, Hansen, Levar, Schulter, M. Smith, Stone -- 23.

Nays -- Aldermen Haithcock, Tillman, Preckwinkle, Bloom, Steele, Shaw, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Munoz, Laski, Miller, Watson, E. Smith, Burrell, Wojcik, Giles, Shiller, Moore -- 22.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Fourteen fourth through eighth grade student council members from Ebinger Elementary School, accompanied by their teachers/sponsors, Ms. Donna Genge and Ms. Gail Duchen.

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 Thursday,

the seventh (7th) day of October, 1993 at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the fifth (5th) day of November, 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, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Rugai 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 Friday, November 5, 1993 at 10:00 A.M., in the Council Chambers in City Hall.



ERNEST R. WISH,
City Clerk.