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**COPY**



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

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**Regular Meeting--Thursday, April 22, 1993**

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

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

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**OFFICIAL RECORD.**

**RICHARD M. DALEY**  
Mayor

**DANIEL J. BURKE**  
Deputy City Clerk

### Attendance At Meeting.

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

*Absent* -- None.

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### Call To Order.

On Thursday, April 22, 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, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Quorum present.

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### Invocation.

Doctor Arthur M. Brazier, Pastor of Apostolic Church of God, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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***Rules Suspended* -- VICTIMS OF HOLOCAUST COMMEMORATED  
ON FIFTIETH ANNIVERSARY OF WARSAW  
GHETTO UPRISING.**

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

**OFFICE OF THE MAYOR  
CITY OF CHICAGO**

April 22, 1993.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution commemorating the victims of the Holocaust and calling for an end to all forms of prejudice.

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, Six million Jews were systematically murdered by Nazis and their collaborators from 1933 to 1945, and countless numbers of Gypsies, Slavs, the handicapped, religious and political dissidents, and others deemed "unworthy of life" by the Nazis were also swept into this abyss; and

WHEREAS, April 19, 1993, marks the fiftieth anniversary of the uprising by valiant young Jewish men and women in the Warsaw Ghetto against overwhelming Nazi military might, followed later in 1943 by revolts in the killing centers of Treblinka and Sobibor; and

WHEREAS, All our citizens should remember the atrocities committed by Nazis and their collaborators, and recognize that each of us must remain eternally vigilant against all tyranny; and

WHEREAS, Sunday, April 18, 1993, has been designated, pursuant to an Act of Congress, as a Day of Remembrance of the Victims of the Holocaust, known internationally as Yom Hashoah; and

WHEREAS, It is appropriate for the citizens of Chicago to join in this commemoration with the United States Holocaust Memorial Museum, dedicated this year as the nation's center for learning and remembrance of the Holocaust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this twenty-second day of April, 1993, do hereby dedicate this day to the memory of the victims of the Holocaust, and hope that we will strive always to overcome prejudice and inhumanity through education, vigilance and dedication to equal justice for all.

On motion of Alderman Burke, seconded by Aldermen Bloom, Shaw, Streeter, E. Smith, Bialczak, Natarus and Stone, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor rose to express his support for the foregoing resolution and urged all Chicagoans to never forget the atrocities of the Holocaust and remain forever vigilant in the fight against bigotry, racism and hatred in our city, the nation and throughout the world. Mayor Daley then extended an invitation to all Chicagoans to join him and other Chicago area leaders in their upcoming visit to the Holocaust Museum in Washington D.C..

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*Rules Suspended* -- CONGRATULATIONS EXTENDED TO MOUNT CARMEL HIGH SCHOOL WRESTLING TEAM ON WINNING ILLINOIS HIGH SCHOOL ASSOCIATION CHAMPIONSHIP.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN – I transmit herewith a resolution honoring the Mount Carmel High School wrestling team for winning the Illinois High School Association championship.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

Alderman Rugai 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, Mount Carmel wrestling team won the state AA team championship in 1992 and 1993; and

WHEREAS, The wrestling team is coached by William Weick of Harper High School, whose skill and support have done much to encourage wrestlers; and

WHEREAS, Assistant coaches include Ron Oglesby, Mark Antonietti, Sean Kavanaugh, Mike Barcena, and Paul Papas; and

WHEREAS, Team members include Milton Blakely, Conor Ruel, Jim Brasher, Pat Sheahan, Joe Opiola, Ryan Casey, Jason Rucpich, Eric Martin, Ryan Sheahan, Ryan Stonitsch, Mike Bertoni, Marlyn Thomas, Tim Sheahan, Ron Stonitsch, Jason Peru, Scott Radosevich, Joseph O'Rourke, T. J. Williams, Joseph Williams and Mike Ficaro; and

WHEREAS, In the past two years Mount Carmel has had ten wrestlers win state honors; and

WHEREAS, Wrestler Joseph O'Rourke placed 6th in the heavyweight division; and

WHEREAS, Scott Radosevich placed 5th in the 152-pound division; and

WHEREAS, Tim Sheahan and Ron Stonitsch both placed 5th in the 130- and 140-pound divisions; and

WHEREAS, T. J. Williams placed 1st in the 135-pound division; and

WHEREAS, Joseph Williams placed 1st in the 145- and 152-pound divisions in 1992, and placed 1st in the 160-pound division in 1993; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this twenty-second day of April, 1993, do hereby honor the members of Mount Carmel's wrestling team for their outstanding athletic ability; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to the wrestling team as a token of our esteem and admiration.

On motion of Alderman Rugai, seconded by Alderman Troutman, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone – 50.

*Nays*-- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to extend his congratulations to Coach William Weich, Assistant Coaches Ron Oglesby, Mark Antonietti, Sean Kavanaugh, Mike Barcena, Paul Papis and the members of the Mount Carmel High School Wrestling Team. Mayor Daley then praised Coach Weich and the faculty of Mount Carmel High School for teaching the principles of cooperation, leadership and discipline that will prepare these young men to become the future leaders of our great city, state and nation.

*Rules Suspended* -- EXPRESSION OF SUPPORT FOR THE  
PROJECT EARTH BLOOM JOINT VENTURE  
PROJECT.

Alderman Schulter 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, The Project Earth Bloom Joint Venture Project is a two-year program providing landscape maintenance, training and education at the Lincoln Park Zoological Gardens through a unique private/public and labor/management partnership; and

WHEREAS, The Project Earth Bloom Joint Venture Project results from the collaborative efforts of the Chicago Park District, Project Earth Bloom, Inc., Public Service Employees Union Local 46, Teamster Local 703, The Brickman Group, Ltd., and the Lincoln Park Zoological Society; and

WHEREAS, During its pilot program, The Project Earth Bloom Joint Venture Project introduces private business procedures to the Park District's landscape operations, instructing employees in the performance of a variety of tasks, resulting in a more productive and cost effective Park District operation. The Project also establishes a high school educational training program aimed at encouraging Chicago youth to remain in school to obtain vocational training in landscaping, with job expectancies both in the public and private sectors; and contains an elementary educational program operating in conjunction with Lincoln Park Zoo's education department; and

WHEREAS, The innovative Project Earth Bloom Joint Venture Project is aimed toward creating a marketable program to encourage foundation and corporate support for the Park District. The educational segment of the program has been funded through a generous grant from Sears, Roebuck and Company and the Brickman Group, which has donated four four-year scholarships at the University 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 twenty-second day of April, 1993, do hereby voice our full support of The Project Earth Bloom Joint Venture Project, and, in calling public attention to this unique enterprise, express our gratitude to all persons and organizations involved in the venture's great success.

On motion of Alderman Schulter, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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*Rules Suspended* -- CONGRATULATIONS EXTENDED TO  
SAINT BENEDICT GRAMMAR SCHOOL EIGHTH  
GRADE BOYS BASKETBALL TEAM ON  
WINNING 1992 -- 1993 NORTH  
CENTRAL PARISH LEAGUE  
CHAMPIONSHIP.

Alderman Schulter 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, The Eighth Grade Boys Basketball Team of St. Benedict Grammar School has won the 1992 -- 1993 North Central Parish League Championship. The League involves sixteen fine teams, and St. Benedict's is number one; and

WHEREAS, Through talent, sportsmanship and togetherness, St. Benedict's eighth graders, under Coaches Don Shoemaker and Bill Fisher, have scored victory upon victory to achieve championship status. This is the first time St. Benedict's has reached the number one position in the twelve years since the North Central Parish League was established; and

WHEREAS, The outstanding players of the St. Benedict Grammar School Eighth Grade Boys Basketball Team are Derick Alba, Jason Alba, Nick Calaranan, Isaac Campos, Chris Close, Anton Gaston, Dan Gregory, Billy Kirst, Antonio Marales, Jeffery Prause and Far'd Ullah, all of whom are excellent students as well; now, therefore,



*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby congratulate the outstanding Eighth Grade Boys Basketball Team of St. Benedict Grammar School on winning the 1992 -- 1993 North Central Parish League Championship, and extend to each and every one of these fine athletes and students our very best wishes for continued success in their future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Eighth Grade Boys Basketball Team of St. Benedict Grammar School.

On motion of Alderman Schulter, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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*Rules Suspended* -- CONGRATULATIONS EXTENDED TO WHITNEY YOUNG HIGH SCHOOL STUDENTS, NICOLE BOLER, NOEMI FLORES AND KAREN MORAN WHOSE PAPER "ARGENTINA" WAS CHOSEN GRAND PRIZE WINNER IN NATIONAL "CULTURAL SAFARI" COMPETITION.

Alderman Schulter 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, A three-member team of young academic scholars from Chicago's Whitney Young High School has been declared the winner in a national competition for a project called "Cultural Safari", co-sponsored by Prime Cable and the Discovery Channel; and

WHEREAS, "Cultural Safari" required teams from all over the country to furnish a research paper on the relationship between geography and culture within a specified geographical area. Five papers were selected from that group, and the five teams made oral presentations to a panel of judges who included representatives of a local chamber of commerce, a Loop financial institution, and also an Alderman, Billy Ocasio of the 26th Ward. The winner of this local competition was a paper called "Argentina", submitted and presented by Whitney Young High School. Later, in national competition, this paper was selected above all others for the Grand Prize; and

WHEREAS, Three seniors from Whitney Young -- Nicole Boler, Noemi Flores and Karen Moran -- supplied the winning paper, not only in competition with other teams from their own school, but from other teams locally and nationally. The Grand Prize for the team and their teacher is an all-expense paid trip to Washington, D.C. for the national awards ceremony and a ten-day trip to Russia; and

WHEREAS, Nicole Boler, Noemi Flores and Karen Moran represent our youth in whom the leaders of this great city place so much hope and pride; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby congratulate Nicole Boler, Noemi Flores and Karen Moran -- the winning team from Whitney Young High School whose paper, "Argentina" was selected for the Grand Prize in the national "Cultural Safari" competition co-sponsored by Prime Cable and The Discovery Channel. We also extend to these three fine citizens our best wishes for a safe, enriching travel experience in Washington, D.C., and in Russia; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to Nicole Boler, Noemi Flores, and Karen Moran.

On motion of Alderman Schulter, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays -- None.*

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

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*Rules Suspended --* NATIONS INVOLVED IN MIDDLE  
EAST CONFLICT URGED TO RELEASE ALL  
PRISONERS OF WAR AS GOOD WILL  
GESTURE TO PROMOTE PEACE.

Alderman Stone 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, Israel and the Arab Nations have once again entered into peace talks, which are clearly in the best interests of all peoples throughout the world; and

WHEREAS, We sincerely pray that those talks will result in a resolution of the differences between those nations; and

WHEREAS, In 1982, three Israeli soldiers, one of whom was an American citizen -- Zachary Shlomo Baumel, were captured by Syrian troops and have been since seen by an American reporter from *Time* magazine in Damascus; and

WHEREAS, There are other prisoners of war and remains of other combatants in the hands of these nations; and

WHEREAS, As a gesture of good will the release of these prisoners and the return of the remains of the deceased young men and/or women to their respective countries would be a convincing gesture of good will and intent that would be regarded as a "Dove of Peace"; now, therefore,

*Be It Resolved*, That we, the Mayor and the City Council of the City of Chicago, gathered this twenty-second day of April, 1993, do urge all nations involved in the Middle East conflict to release all combatants currently being held to their respective home nations so that they may rejoin their families and resume their lives in a new era of peace among men; and

*Be It Further Resolved*, That copies of this resolution be forwarded to the President of the United States, the Secretary of State, and all members of the Illinois Congressional Delegation so that they may be aware and take whatever actions that may further a peaceful Middle East and a peaceful world.

On motion of Alderman Stone, seconded by Alderman Natarus, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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*Rules Suspended* -- CONGRATULATIONS EXTENDED TO  
REVEREND MILTON BRUNSON AND THE  
THOMPSON COMMUNITY SINGERS  
FOR THEIR OUTSTANDING  
CONTRIBUTIONS TO  
GOSPEL MUSIC.

Alderman Burrell 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, Reverend Milton Brunson and The Thompson Community Singers, directed by Tyrone Block, recently received the 1992 Stellar Awards for Choir of the Year, Song of the Year -- *My Mind's Made Up*, and Writer of the Year, Darius Brooks; and

WHEREAS, Reverend Brunson grew up in Chicago, began singing at the age of eight with Spencer Jackson and the Meditations and by the time he was ten, he and his sister Norene performed regularly as a duo; and

WHEREAS, In 1948, at age eighteen, Reverend Brunson organized a mass choir at McKinley High School to serve Chicago and wholesomely occupy the leisure time of youth; and

WHEREAS, Not knowing where he would assemble for rehearsals, but having faith in God, Reverend Brunson took the choir to his pastor, Reverend Eugene Thompson of Saint Stephen A.M.E. Church; and

WHEREAS, Reverend Thompson allowed rehearsals for the choir to be held at his church, and out of gratitude to his pastor, Reverend Brunson named his choir The Thompson Community Singers; and

WHEREAS, After Reverend Thompson died, Reverend Brunson went to Metropolitan Church for several years, taking his choir rehearsals with him; and

WHEREAS, He left Metropolitan Church in the late 1950s and went to Fellowship Baptist Church, pastored by Reverend Clay Evans, where he served as choir director; and

WHEREAS, In 1962, while at Fellowship, God called Reverend Brunson to preach and in 1965 he became pastor of Christ Tabernacle Baptist Church; and

WHEREAS, The Thompson Community Singers have achieved nationwide recognition because they have a style of their own and are dedicated to spreading the Word of God; and

WHEREAS, As a gospel broadcaster, Reverend Brunson is an outspoken advocate of his brand of Gospel Music; and

WHEREAS, Through his ministry, he has constantly reminded young people that education is the key to knowledge and "Jesus is the answer for the world today, above him there is no other, Jesus is the way"; and

WHEREAS, During the Ninth Annual Gospel Fest to be held June 12 -- 13, 1993, a special salute is planned to honor Reverend Brunson for his contribution of great gospel music for forty years; and

WHEREAS, Reverend Brunson is one of our City's most caring and influential religious leaders; and

WHEREAS, The leaders of this great city are fully aware of the debt owed our outstanding spiritual leaders; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993,

A.D., do hereby salute Reverend Milton Brunson in recognition of his outstanding contributions to church and community; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Reverend Milton Brunson.

On motion of Alderman Burrell, seconded by Aldermen Shaw, Watson, E. Smith and Giles, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

At this point in the proceedings, Alderman Burrell requested leave of the body to play a musical recording by The Thompson Community Singers. The motion *Prevailed*.

At the conclusion of the musical selection, Alderman Burrell called the City Council's attention to the presence of Reverend Milton Brunson in the visitor's gallery.

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REGULAR ORDER OF BUSINESS RESUMED.

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*Referred* -- REAPPOINTMENT OF MR. VINCENT LANE AS  
COMMISSIONER OF CHICAGO HOUSING  
AUTHORITY.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed Vincent Lane as a commissioner of the Chicago Housing Authority, for a term ending January 8, 1998.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred* -- REAPPOINTMENT OF MS. MARGARET T. BURROUGHS  
AS COMMISSIONER OF CHICAGO PARK DISTRICT.

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 Parks and Recreation:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed Margaret T. Burroughs as a commissioner of the Chicago Park District, for a term ending April 25, 1998.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred* -- APPOINTMENT OF MR. JOHN W. ROGERS, JR.  
AS COMMISSIONER OF CHICAGO PARK DISTRICT.

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 Parks and Recreation*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have appointed John W. Rogers, Jr. as a commissioner of the Chicago Park District, for a term expiring April 24, 1994, to succeed Richard Devine, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*



*Referred --* APPOINTMENT OF MS. FRANCES Y. JACKSON  
AND MS. JOAN HILL AS MEMBERS OF ADVISORY  
COUNCIL ON AFRICAN AFFAIRS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Advisory Council on African Affairs for terms expiring July 1, 1994:

Frances Y. Jackson, to succeed Bessie Russell, whose term has expired;  
and

Joan Hill, to succeed Brendaline R. Roker, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

*Referred* -- APPOINTMENT OF MS. ISABEL MUNIZ AND  
MS. OLGA I. DELGADO AS MEMBERS OF  
ADVISORY COUNCIL ON  
LATINO AFFAIRS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Advisory Council on Latino Affairs:

Isabel Muniz, for a term expiring July 1, 1993, to succeed Sally R. Lucaci, who has resigned; and

Olga I. Delgado, for a term expiring May 15, 1994, to succeed Sylvia Rodriguez, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

*Referred* -- REAPPOINTMENT OF ANGELES L. EAMES AS  
MEMBER OF BOARD OF ETHICS.

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 Committees, Rules and Ethics:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed Angeles L. Eames as a member of the Board of Ethics for a term ending July 31, 1996.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred ---* REAPPOINTMENT OF REVEREND  
HARRY B. GIBSON AS MEMBER OF  
CHICAGO CABLE COMMISSION.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed Reverend Harry B. Gibson as a member of the Chicago Cable Commission for a term ending March 12, 1998.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred* -- REAPPOINTMENT OF MR. LEON FINNEY AS  
MEMBER OF CHICAGO PLAN COMMISSION.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed Leon Finney as a member of the Chicago Plan Commission for a term ending January 25, 1998.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

*Referred* -- REAPPOINTMENT OF VARIOUS INDIVIDUALS  
AS MEMBERS OF ECONOMIC DEVELOPMENT  
COMMISSION.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons as members of the Economic Development Commission for the terms indicated:

For a term ending March 12, 1995:

Paul Hae Park

For terms ending March 12, 1996:

Donald L. Beal, Bernard Brennan, Debora M. deHoyos, Edward J. Noha,  
and James J. O'Connor.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

*Referred* -- APPOINTMENT OF VARIOUS INDIVIDUALS AS  
MEMBERS OF KEDZIE INDUSTRIAL TRACT  
SPECIAL SERVICE AREA COMMISSION.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Kedzie Industrial Tract Special Service Area Commission for the terms indicated:

Terms expiring September 24, 1993:

William Albrecht, to succeed Harold Aronson, whose term has expired; and Richard Dowd, to succeed Joseph Kandalec, whose term has expired.

Terms expiring September 24, 1994:

Trudy Nika, reappointed; Leslie Kocour, reappointed; and Greg Behncke to succeed Michael Lombardo, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

*Referred* -- REAPPOINTMENT OF VARIOUS INDIVIDUALS  
AS TRUSTEES OF LOW-INCOME HOUSING  
TRUST FUND.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons as trustees of the Low-Income Housing Trust Fund for terms expiring December 31, 1994:

Reverend Daniel Alvarez, Sr., Marina Carrott, Douglas C. Dobmeyer, Robert J. Jacquette, Thomas J. McNulty, Michael A. Ross, Denice Irwin, and Lilo Salmon.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

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*Referred* -- APPOINTMENT OF MS. DELGRETТА DOUGLAS,  
MR. DEAN PROKOP AND MR. WILLIAM RYAN AS  
MEMBERS OF SOUTHWEST HOME EQUITY  
COMMISSION II.

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

communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

**LADIES AND GENTLEMEN** -- I have appointed the following persons as members of Southwest Home Equity Commission II for the terms indicated:

**Term ending June 28, 1994:**

**Delgretta Douglas, to succeed Christine Larson, who has resigned;**

**Terms ending June 28, 1995:**

**Dean Prokop, to succeed Irving Doucet, whose term has expired; and William Ryan, to succeed Harry J. Nutter, whose term has expired.**

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) **RICHARD M. DALEY,**  
*Mayor.*

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*Referred* -- APPOINTMENT OF MR. PAUL LOIAZA, MR. ANTHONY KLOK AND MS. COLLEEN CANNY AS MEMBERS OF GOVERNING COMMISSION OF SPECIAL SERVICE AREA NUMBER 8.

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



communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the governing commission of Special Service Area No. 8 for terms expiring October 1, 1993:

Paul Loiaza, reappointed; Anthony Klok, to succeed Philip Eickhoff, whose term has expired; and Colleen Canny, to succeed John Lorenz, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

---

*Referred --* AMENDMENT OF TITLE 2, CHAPTER 92 OF  
MUNICIPAL CODE OF CHICAGO TO ALLOW  
PREQUALIFICATION OF BIDDERS FOR  
EMERGENCY ROOFING, BOARD-UP  
AND DEMOLITION WORK.

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

April 22, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Acting Purchasing Agent, I transmit herewith an ordinance amending Chapter 2-92 of the Municipal Code of Chicago, to allow prequalification of bidders for emergency roofing, board-up and demolition work.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

---

*Referred --* AMENDMENT OF TITLE 13, CHAPTER 72 OF  
MUNICIPAL CODE OF CHICAGO BY DEFINING  
FIRE PROTECTION STANDARDS IN  
HIGH-RISE BUILDINGS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Fire Commissioner, I transmit herewith an ordinance to amend the Municipal Code of Chicago concerning fire protection standards in high-rise buildings.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

---

*Referred* -- AUTHORIZATION FOR EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT WITH  
METROPOLITAN PIER AND EXPOSITION  
AUTHORITY REGARDING MC CORMICK  
PLACE EXPANSION PROJECT.

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

April 22, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an Intergovernmental Cooperation Agreement between the Metropolitan Pier and Exposition Authority and the City of Chicago regarding the McCormick Place Expansion project, including provisions for the funding of off-site public improvements and for necessary vacations, dedications and easements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR EXECUTION OF LOAN  
AGREEMENT WITH WAYNE LIMITED PARTNERSHIP  
FOR REHABILITATION OF PROPERTY AT  
6928 NORTH WAYNE AVENUE FOR  
LOW-INCOME SENIOR CITIZENS.

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

April 22, 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 in the amount of \$1,658,258 to the Wayne Limited Partnership for the purpose of rehabilitating 50 units of housing located at 6928 North Wayne Avenue for low-income senior citizens.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

*Referred* -- AUTHORIZATION FOR EXECUTION OF LOAN AND  
REFINANCING AGREEMENTS WITH PEOPLE'S  
REINVESTMENT DEVELOPMENT EFFORT  
FOR IMPROVEMENTS TO BUILDING AT  
5001 -- 5005 WEST MONROE 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

April 22, 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 and the refinancing of debt for the People's Reinvestment Development Effort, an Illinois not-for-profit corporation, to support improvements on a building located at 5001 -- 5005 West Monroe. The building contains 26 units of low- and moderate-income housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred* -- AUTHORIZATION FOR EXECUTION OF  
INTERGOVERNMENTAL MEMORANDUM OF  
UNDERSTANDING WITH CHICAGO  
TRANSIT AUTHORITY TO EXTEND  
TERMS OF 1992 SECURITY  
AGREEMENT.

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

April 22, 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 the execution of an Intergovernmental Memorandum of Understanding between the Department of Police and the Chicago Transit Authority to extend the terms of the 1992 CTA Security Agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred --* AMENDMENT OF ENABLING ORDINANCE FOR SPECIAL SERVICE AREA NUMBER 11 BY TRANSFERRING SPONSORSHIP OF AREA FROM GREATER ENGLEWOOD LOCAL DEVELOPMENT CORPORATION TO ENGLEWOOD BUSINESSMEN'S ASSOCIATION.

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

April 22, 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 amending the enabling ordinance for Special Service Area Number 11 for the purpose of transferring the sponsorship of the Area from the Greater Englewood Local Development Corporation to the Englewood Businessmen's Association.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred --* AUTHORIZATION FOR APPROPRIATION OF GRANT  
FUNDS FROM ILLINOIS DEPARTMENT OF  
PUBLIC HEALTH.

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

April 22, 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 authorizing appropriation of grant funds from the Illinois Department of Public Health.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

---

*Referred* -- AMENDMENT OF 1993 ANNUAL APPROPRIATION  
ORDINANCE TO REFLECT INCREASE IN GRANTS  
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

April 22, 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 to amend the 1993 Annual Appropriation Ordinance to reflect an increase in grants 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 ACQUISITION OF PROPERTY AT  
3132 WEST NORTH AVENUE FOR USE AS NORTH  
PULASKI-HUMBOLDT PARK BRANCH  
LIBRARY.

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

April 22, 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 authorizing the City of Chicago to acquire the property located at 3132 West North Avenue for public use for the proposed North Pulaski-Humboldt Park Branch Library.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR EXECUTION OF AGREEMENT  
WITH PUBLIC BUILDING COMMISSION OF CHICAGO FOR  
CONVEYANCE OF PROPERTY AT 31ST STREET AND  
MILLARD AVENUE FOR CONSTRUCTION  
OF GRAMMAR SCHOOL.

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

April 22, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the City of Chicago to enter into an agreement with the Public Building Commission whereby the City would convey to the commission property located at 31st Street and Millard Avenue for the purpose of constructing a grammar school.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred -- AUTHORIZATION FOR EXECUTION OF LEASE  
AGREEMENT WITH CHICAGO TRANSIT AUTHORITY  
FOR OPERATION AND MAINTENANCE OF  
PARKING LOT AT 4814 -- 4826  
NORTH KEDZIE AVENUE.*

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the City of Chicago to enter into a lease agreement with the Chicago Transit Authority for the operation and maintenance of a parking lot at 4814 -- 4826 North Kedzie Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

---

*Referred* -- AUTHORIZATION FOR SALE BY COMMUNITY  
DEVELOPMENT COMMISSION OF PROPERTY AT  
4818 -- 4828 WEST MADISON STREET  
TO MOO AND OINK.

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

April 22, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale by the Community Development Commission of a vacant parcel located at 4818 -- 4828 West Madison Street to Moo and Oink, an Illinois general partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR PURCHASE OF PROPERTY AT  
4101 WEST FERDINAND STREET FOR USE AS  
REPLACEMENT SITE FOR DEPARTMENT OF  
FLEET MANAGEMENT VEHICLE  
MAINTENANCE FACILITY.

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

April 22, 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 authorizing the purchase of property located at 4101 West Ferdinand Street as a replacement site for a Department of Fleet Management vehicle maintenance facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

*Referred* -- APPROVAL OF SALE OF EIGHT LOTS AT EAST  
67TH STREET AND SOUTH STONY ISLAND AVENUE  
TO FIRST NATIONAL BANK OF CHICAGO  
FOR CONSTRUCTION OF NEW  
BANKING FACILITY.

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

April 22, 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 approving the sale of eight lots in the vicinity of 67th Street and Stony Island Avenue to the First National Bank of Chicago for the construction of a new banking facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR TRANSFER OF URBAN  
HOMESTEAD PROPERTY AT 542 NORTH  
LEAMINGTON AVENUE TO  
SUCCESSFUL BIDDER.

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

April 22, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the transfer to a successful bidder of Urban Homestead property located at 542 North Leamington Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred--* COOK COUNTY BOARD OF COMMISSIONERS  
REQUESTED TO ENTER NO CASH BIDS ON BEHALF  
OF CITY FOR CERTAIN PROPERTIES WITH  
SUBSEQUENT CONVEYANCE TO  
APPROVED DEVELOPERS UNDER  
TAX REACTIVATION  
PROGRAM.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 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 requesting Cook County to enter no-cash bids on certain parcels of property and to assign its interest in the parcels to the City, and authorizing the subsequent conveyance of the parcels to approved developers under the terms of the Tax Reactivation Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR TRANSFER OF PROPERTIES  
TO NOMINEES SELECTED PURSUANT TO CHICAGO  
ABANDONED PROPERTY PROGRAM.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 1993.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 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 five ordinances accepting bid proposals for various City-owned properties. The attached bid proposals were opened by the Department of General Services at a public meeting held March 29, 1993.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*



*Referred* -- AUTHORIZATION FOR GRANT OF PRIVILEGE TO  
RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER  
TO MAINTAIN AND OPERATE FIBER OPTIC  
TELECOMMUNICATIONS SYSTEM IN  
PORTIONS OF PUBLIC WAY.

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

April 22, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance authorizing Rush-Presbyterian-St. Luke's Medical Center to maintain and operate a fiber optic telecommunications system in portions of the public way.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH CREATED NEW  
HOMES FOR CHICAGO PROGRAM BY INCLUDING  
CONSTRUCTION OF TWO-FLAT RESIDENTIAL  
BUILDINGS AND RESTRUCTURING OF  
CITY'S RECAPTURE OF  
PROFIT PROVISION.

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

April 22, 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 New Homes for Chicago enabling ordinance to include the construction of two-flat residential buildings under the New Homes Program, and the restructuring of the City's recapture of profit provision as a mortgage security interest rather than a deed restriction.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

---

*Referred --* AUTHORIZATION FOR AWARD OF BENEFITS AND  
SALE OF CITY-OWNED PROPERTIES TO PILSEN  
JOINT VENTURE FOR CONSTRUCTION OF  
HOMES UNDER PHASE III OF NEW  
HOMES FOR CHICAGO  
PROGRAM.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 22, 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 award of benefits and the sale of City-owned properties to the Pilsen Joint Venture to build up to twenty-five new homes under Phase III of the New Homes for Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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

Mr. Daniel J. Burke, Deputy City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

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*Placed On File* -- DETERMINATION CERTIFICATE CONCERNING  
ISSUANCE OF WASTEWATER TRANSMISSION REVENUE  
BONDS, REFUNDING SERIES 1993.

A determination certificate from Mr. Walter K. Knorr, City Comptroller, was filed in the Office of the City Clerk concerning the issuance of Wastewater Transmission Revenue Bonds, Refunding Series 1993, which was *Placed on File.*

*Placed On File* -- NOTIFICATION OF SALE OF GENERAL  
OBLIGATION BONDS, REFUNDING SERIES  
OF 1993A.

A communication from Mr. Walter K. Knorr, City Comptroller, concerning the notification of sale of \$92,260,000 General Obligation Bonds, Refunding Series of 1993A, as passed by the City Council on February 10, 1993, which was *Placed on File*.

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*Placed On File* -- CITY COMPTROLLER'S QUARTERLY REPORTS  
FOR PERIOD ENDED MARCH 31, 1993.

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

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended March 31, 1993;

Statement of Funded Debt as of March 31, 1993; and

City of Chicago Corporate Fund: Statement of Floating Debt as of March 31, 1993.

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*Placed On File* -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL  
SERVICES FOR MONTHS OF DECEMBER, 1992,  
JANUARY, 1993 AND FEBRUARY, 1993.

Reports received from Mr. Walter K. Knorr, City Comptroller, listing the personal services paid by voucher for the months of December, 1992, January, 1993 and February, 1993, which were *Placed on File* and ordered published.

[Voucher payments printed on pages 30962  
through 30964 of this Journal.]

PERSONAL SERVICES PAID BY VOUCHER DECEMBER, 1992

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	DEC. 1992
Baniassadi, Reza	300 Ontario	Building	Attorney	100	2,666.67 P/M	2,700.00
Cabrea, Julio	1040 W. 18th St.	Treasurer	Clerk II	100	9.00 P/H	1,183.50
Gladdish, Scott	685 No. Milwaukee	Building	Attorney	100	1,416.67 S/M	3,041.66
Goosby, Lawrence	1400 E. 55th Pl.	Building	Hearing Officer	100	22.00 P/H	3,949.00
Lollino, Laurie	3550 N. Lake Shore Dr.	Building	Hearing Officer	100	22.00 P/H	4,367.00
Lusk, Lawrence	1360 N. Lake Shore	Building	Hearing Officer	100	22.00 P/H	3,146.00
Rosa, Marie	2829 W. Fullerton	Building	Building Insp.	100	1,208.33 S/M	2,411.66
Zelek, Robert	6852 N. Northwest Hwy	Building	Hearing Officer	100	22.00 P/H	187.00
Bradley, Anthony	8033 So. Sangamon	Police	Policeman	100	4,859.82 Settlmnt	4,859.82
Callahan, Kathy	10527 So. Green	Health	Consultant	100	10.50 P/H	1,058.00
Cardoza, Fabiana	3233 W. 62nd Pl.	Health	Aids Prevention	100	10.80 P/H	804.75
Coyne, Michael	3808 W. Myrick	Fire	Fireman	100	3,235.10 Settlmnt	3,235.10
Davis, Daniel	4600 N. Clarendon	Environment	Intern	100	10.00 P/H	1,465.00
Davis, Eileen	800 So. Wells	Health	Consultant	100	38.33 P/H	661.39
Davis, Jerrold	5496 S. Hyde Park	Health	Program Director	100	17.50 P/H	2,030.00
Farrell, Olivia	5044 W. Van Buren	Health	Aids Prevention	100	14.50 P/H	1,015.00
Figueroa, Allen	2209 No. Karlov	Health	Aids Prevention	100	10.80 P/H	1,015.00
Frederick, Becky	400 W. Deming	Sts & Sans.	Labor	100	4,490.09 Settlmnt	4,490.09
Harris, Charles	10628 So. Longwood	Health	Medical M.D.	100	50.40 P/H	604.80
Harris, Kendall	5340 So. Seeley	Health	Clerk II	100	10.80 P/H	237.60
Harrison, Jeffery	11628 So. Bishop	Health	Clerk II	100	10.80 P/H	2,123.00
Johnson, Steven	10253 So. Yates	Health	Clerk II	100	10.80 P/H	626.40
Lahalyeh, Alina	4722 No. Albany	Health	Clerk II	100	14.50 P/H	2,233.00
Lloyd, Lashuen	12357 So. Perry	Health	Clerk II	100	14.50 P/H	1,015.00
May, John	720 W. Gordon Terr.	Health	Consultant	100	37.02 P/H	333.18
McCraven, Xadrian	3750 W. Armitage	Health	Aids Prevention	100	14.50 P/H	986.00
McDonough, James	6324 W. Hyacinth	Fire	Fireman	100	775.95 Settlmnt	775.95
Murray, Joseph	5832 No. Nina	Fire	Fireman	100	958.23 Settlmnt	958.23
Perez, Frank	3033 No. Sheridan	Health	HIV Director	100	543.00 P/W	2,172.00
Sanford, Augustus	7319 So. Rhodes	Health	Aids Prevention	100	10.80 P/H	1,819.75
Scott, Wexler	5805 No. Washtenaw	Fire	Fireman	100	1,786.17 Backpay	1,786.17
Simpson, Shirley	1700 E. 56th St.	Health	Investigator II	100	450.00 Settlmnt	450.00
Stewart, Angella	7746 So. East End	Health	Aids Prevention	100	14.50 P/H	913.50
Sullivan, Thomas	10219 So. Harding	Fire	Fireman	100	2,916.40 Settlmnt	2,916.40
Till, Michele	445 E. Ohio	Health	Consultant	100	38.34 P/H	594.27
Zien, Joel	5918 W. Estes	Fire	Fireman	100	8,532.10 Settlmnt	8,532.10

30962

JOURNAL--CITY COUNCIL--CHICAGO

4/22/93

PERSONAL SERVICES PAID BY VOUCHER JANUARY, 1993

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	JAN. 1993
Baniassadi, Reza	300 Ontario	Building	Attorney	100	1,350.00 S/M	2,700.00
Gladdish, Scott	685 No. Milwaukee	Building	Attorney	100	1,520.83 S/M	3,041.66
Goosby, Lawrence	1400 E. 55th Pl.	Building	Hearing Officer	100	22.00 P/H	3,542.00
Lollino, Laurie	3550 N. Lake Shore Dr.	Building	Hearing Officer	100	22.00 P/H	3,773.00
Lusk, Lawrence	1360 N. Lake Shore . /	Building	Hearing Officer	100	22.00 P/H	2,557.00
Rosa, Marie	2829 W. Fullerton	Building	Building Insp.	100	1,208.33 S/M	2,306.81
Zelek, Robert	6852 N. Northwest Hwy	Building	Hearing Officer	100	22.00 P/H	341.00
Jones, Jacqueline	2470 No. Clark	Comm. on Finance	Clerk	100	35,000.00 Settlmnt	35,000.00
Coyne, Michael	3808 W. Myrick	Fire	Fireman	100	7,447.17 Settlmnt	7,447.17
Delaney, Patrick	9718 So. Leavitt	Fire	Fireman	100	13,208.85 Settlmnt	13,208.85
Donnelly, Patrick	3843 W. 70th St.	Fire	Fireman	100	8,649.28 Settlmnt	8,649.28
Gradley, Mamie	1320 No. Pine Grove	Fire	Fireman	100	8,454.00 Settlmnt	8,454.00
Kravitz, Howard	7854 No. Rutherford	Fire	Fireman	100	613.31 Settlmnt	613.31
Magurie, John	3807 No. Cumberland	Fire	Fireman	100	9,357.13 Settlmnt	9,357.13
Sullivan, Thomas	10219 So. Harding	Fire	Fireman	100	2,473.40 Settlmnt	2,473.40
Adams, Robert	655 Irving Park	Health	Consulting	100	26.00 P/H	3,081.00
Bell, Douglas	3807 No. Broadway	Health	Consulting	100	26.00 P/H	2,600.00
Boyd, Michael	2858 W. Shakespear	Health	Aids Prevention	100	14.50 P/H	812.00
Cardoza, Fabiana	3233 W. 62nd Pl.	Health	Aids Prevention	100	10.80 P/H	2,508.00
Davis, Jerrold	5496 S. Hyde Park	Health	Program Director	100	17.50 P/H	1,102.50
Farrell, Olivia	5044 W. Van Buren	Health	Aids Prevention	100	14.50 P/H	2,760.00
Figueroa, Allen	2209 No. Karlov	Health	Aids Prevention	100	10.80 P/H	1,725.50
Gibson, Orlch	4229 W. 21st Pl.	Health	Prog. Audit III	100	1,112.50 S/M	1,112.50
Gumapas, Edwin	2710 W. Berwyn	Health	Medical M.D.	100	50.40 P/H	705.00
Harrison, Jeffery	11628 So. Bishop	Health	Clerk II	100	10.80 P/H	693.00
Hughes, Cynthia	1653 Congress Parkway	Health	Consulting	100	37.50 P/H	1,050.00
Lahalyeh, Alina	4722 No. Albany	Health	Clerk II	100	14.50 P/H	1,421.00
Lloyd, Lashuen	12357 So. Perry	Health	Aids Prevention	100	14.50 P/H	913.50
Mason, Godfrey	1054 W. Hollywood	Health	Consulting	100	13.15 P/H	769.28
May, John	720 W. Gordon Terr.	Health	Consultant	100	37.02 P/H	37.02
McCraven, Xadrian	3750 W. Armitage	Health	Aids Prevention	100	14.50 P/H	2,718.70
Perez, Frank	3033 No. Sheridan	Health	HIV Director	100	543.00 P/W	2,172.00
Sanford, Augustus	7208 So. Bennett	Health	Aids Prevention	100	10.80 P/H	2,605.00
Stewart, Angelia	7746 So. East End	Health	Aids Prevention	100	14.50 P/H	2,631.75
Tate, Hope	11247 So. Green	Health	Consulting	100	46.50 P/H	2,428.75
Todd, Vicki	9636 So. Wallace	Health	Consulting III	100	2,675.00 Settlmnt	2,675.00
Greco, Sam	2339 No. Karlov	Police	Policeman	100	20,298.98 Settlmnt	20,298.98
Hanser, Nathaniel	8334 So. Rhodes	Police	Policeman	100	37,784.44 Settlmnt	37,784.44
Mitchell, Kenneth	3125 S. Racine	Police	Policeman	100	53,248.58 Settlmnt	53,248.58
Walton, Isom	11448 S. Longwood	Police	Policeman	100	50,920.00 Settlmnt	50,920.00
Beck, Fredrick	400 W. Deming	Sts. & San.	Director of Labor	100	2,458.50 S/M	4,917.00
Cabrea, Julio	1040 W. 18th St.	Treasurer	Clerk II	100	9.00 P/H	1,197.00

4/22/93

COMMUNICATIONS, ETC.

30963

PERSONAL SERVICES PAID BY VOUCHER FEBRUARY, 1993

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	FEB. 1993
Baniassadi, Reza	300 Ontario	Building	Attorney	100	1,350.00 S/M	2,700.00
Gladdish, Scott	685 No. Milwaukee	Building	Attorney	100	1,520.83 S/M	3,041.66
Goosby, Lawrence	1400 E. 55th Pl.	Building	Hearing Officer	100	22.00 P/H	3,366.00
Lollino, Laurie	3550 N. Lake Shore Dr.	Building	Hearing Officer	100	22.00 P/H	2,783.00
Lusk, Lawrence	1360 N. Lake Shore	Building	Hearing Officer	100	22.00 P/H	2,849.00
Rosa, Marie	2829 W. Fullerton	Building	Building Insp.	100	1,208.33 S/M	2,416.66
Zelek, Robert	6852 N. Northwest Hwy	Building	Hearing Officer	100	22.00 P/H	121.00
Duke, William	8415 W. Broadman	Fire	Fireman	100	13,304.88 Settlmnt	13,304.88
Frain, William	3523 W. 75th Pl.	Fire	Fireman	100	266.72 Settlmnt	266.72
Gleason, Leo	2727 W. 111th St.	Fire	Fireman	100	318.44 Settlmnt	318.44
Godsel, Michael	2875 W. 85th Pl.	Fire	Fireman	100	266.72 Settlmnt	266.72
Readon, Daniel	10533 So. Hamilton	Fire	Fireman	100	9,514.79 Settlmnt	9,514.79
Adams, Robert	655 Irving Park	Health	Consulting	100	26.00 P/H	1,846.00
Cardoza, Fabiana	3233 W. 62nd Pl.	Health	Aids Prevention	100	10.80 P/H	768.50
Davis, Jerrold	5496 S. Hyde Park	Health	Program Director	100	17.50 P/H	2,450.00
Farrell, Olivia	5044 W. Van Buren	Health	Aids Prevention	100	14.50 P/H	870.00
Figueroa, Allen	2209 No. Karlov	Health	Aids Prevention	100	10.80 P/H	913.50
Harrison, Jeffery	11628 So. Bishop	Health	Clerk II	100	10.80 P/H	1,232.00
Lloyd, Lashuen	12357 So. Perry	Health	Aids Prevention	100	14.50 P/H	913.50
McCraven, Xadrian	3750 W. Armitage	Health	Aids Prevention	100	14.50 P/H	913.50
Sanford, Augustus	7208 So. Bennett	Health	Aids Prevention	100	10.80 P/H	913.50
Tate, Hope	11247 So. Green	Health	Consulting	100	46.50 P/H	899.00
Paluch, Joseph	7833 So. Hamlin	Police	Policeman	100	1,023.00 Settlmnt	1,023.00
Pluta, Jerome	6348 So. Lacross	Police	Policeman	100	1,078.00 Settlmnt	1,078.00
Rylko, Warren	5512 No. Olcott	Police	Policeman	100	3,689.00 Settlmnt	3,689.00
Anderson, Jane	3737 No. Pine Grove	Personnel	Hearing Officer	100	50.00 P/H	3,550.00
Greco, Sam	2339 No. Karlov	Police	Policeman	100	520.00 Settlmnt	520.00
Hanser, Nathaniel	8334 So. Rhodes	Police	Policeman	100	1,040.00 Settlmnt	1,040.00
Harris, Bennie	443 N. Albany	Police	Policeman	100	12,474.36 Settlmnt	12,474.36
Walker, Garvey	7740 So. Essex	Police	Policeman	100	20,017.26 Settlmnt	20,017.26
Cabrea, Julio	1040 W. 18th St.	Treasurer	Clerk II	100	9.00 P/H	1,161.00

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

Communications from Mr. Duane P. Carlson, P.E., District Engineer, under dates of April 5 and 6, 1993, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on February 10, 1993 (involving expenditures of Motor Fuel Tax funds) as follows:

Allocation of Motor Fuel Tax funds authorized for bridge maintenance on improved streets, county and state highways during Year 1993.

Allocation of Motor Fuel Tax funds authorized for repairs to curbs and gutters in improved streets, county and state highways during Year 1993.

Allocation of Motor Fuel Tax funds authorized for repairs to pavements in improved streets, county and state highways during Year 1993.

Allocation of Motor Fuel Tax funds authorized for sidewalk repair during Year 1993.

Allocation of Motor Fuel Tax funds authorized for snow and ice control maintenance of improved streets, county and state highways during Year 1993.

Allocation of Motor Fuel Tax funds authorized for street cleaning maintenance of improved streets, county and state highways during Year 1993.

Allocation of Motor Fuel Tax funds authorized for streetlight energy costs of improved streets, county and state highways during Year 1993.

Allocation of Motor Fuel Tax funds authorized for street sign maintenance of improved streets, county and state highways during Year 1993.

Allocation of Motor Fuel Tax funds authorized for traffic signal energy costs of improved streets, county and state highways during Year 1993.

Allocation of Motor Fuel Tax funds authorized for maintenance of traffic signals and street lighting systems during Year 1993.

Allocation of Motor Fuel Tax funds authorized for reconstruction of vaulted sidewalks along improved streets, county and state highways during Year 1993.



Allocation of Motor Fuel Tax funds authorized for new alley construction 1993-1 Project Number U-3010-00-PV.

Allocation of Motor Fuel Tax funds authorized for new alley construction 1993-2 Project Number U-3011-00-PV.

Allocation of Motor Fuel Tax funds authorized for new alley construction 1993-3 Project Number U-3012-00-PV.

Allocation of Motor Fuel Tax funds authorized for new alley construction 1993-4 Project Number U-3013-00-PV.

Allocation of Motor Fuel Tax funds authorized for new alley construction 1993-5 Project Number U-3014-00-PV.

Allocation of Motor Fuel Tax funds authorized for new alley construction 1993-6 Project Number U-3015-00-PV.

Allocation of Motor Fuel Tax funds authorized for new alley construction 1993-7 Project Number U-3016-00-PV.

Allocation of Motor Fuel Tax funds authorized for new alley construction 1993-8 Project Number U-3017-00-PV.

Allocation of Motor Fuel Tax funds authorized for new alley construction 1993-9 Project Number U-3018-00-PV.

Authorization for execution of individual project agreements with Illinois Department of Transportation for rehabilitation of transportation infrastructure facilities during Calendar Year 1993.

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

#### **PUBLICATION OF JOURNAL.**

The Deputy City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on March 26, 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 April 20, 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 March 26, 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.

**FILING OF CERTIFIED COPIES OF ORDINANCES  
WITH COUNTY CLERKS OF COOK AND  
DU PAGE COUNTIES.**

The Deputy City Clerk further informed the City Council that he filed with the County Clerks of Cook and DuPage Counties on the dates noted, ordinances passed by the City Council, as follows:

*Passed February 10, 1993.*

**Authorization for Issuance of General Obligation Bonds, Series 1993A.**

The above ordinance was filed with the County Clerks of Cook and DuPage Counties on March 29, 1993.

*Passed March 8, 1993.*

**Amendment of Ordinance authorizing issuance of General Obligation Bonds, Refunding Series of 1993A.**

The above ordinance was filed with the County Clerks of Cook and DuPage Counties on March 29, 1993.

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

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

*Referred* -- ZONING RECLASSIFICATION 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:

Anthony Bertso -- to classify as a B2-2 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 6-J bounded by:

a line 51.40 feet north of West 31st Street; the alley next east of and parallel to South Pulaski Road; and a line 26.40 feet north of West 31st Street and South Pulaski Road.

Bosworth-Altgeld Park Corp. -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by:

a line 231 feet north of West Altgeld Street; the alley next east of North Bosworth Avenue; a line 115 feet north of West Altgeld Street; a line 25 feet west of the alley next east of North Bosworth Avenue; West Altgeld Street; and North Bosworth Avenue;

Also

to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by:

a line 231 feet north of West Altgeld Street; North Bosworth Avenue; West Altgeld Street; and the alley next west of North Bosworth Avenue.

Burger King Corporation -- to classify as a B5-1 General Service District instead of a B4-2 Restricted Service District and an R4 General Residence District the area shown on Map No. 3-G bounded by:

West North Avenue; North Bosworth Avenue; an east/west line 140.5 feet south of and parallel to West North Avenue; and the 16 foot public alley next west of and parallel to North Bosworth Avenue.

Chicago Transit Authority -- to classify as a C1-3 Restricted Commercial District instead of an R5 General Residence District the area shown on Map No. 2-J bounded by:

South Spaulding Avenue; a line 114 feet west of South Kedzie Avenue; a line 138.67 feet south of West Van Buren Street; and West Van Buren Street.

Bernard I. Citron, attorney for applicant -- to classify as an R4 General Residence District instead of a C1-1 Restricted Commercial District and an R3 General Residence District the area shown on Map No. 7-G bounded by:

the alley next north of and parallel to West Fletcher Street; North Lakewood Avenue; West Fletcher Street; a line 175 feet east of the alley next east of and parallel to North Southport Avenue; a line 100.09 feet north of West Fletcher Street; and a line 200 feet east of the alley next east of and parallel to North Southport Avenue.

Deborah's Place, by its attorneys Rudnick & Wolfe (per Theodore J. Novak and David L. Reifman) -- to classify as a B4-3 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

a line 120 feet north of and parallel to West North Avenue; North Hoyne Avenue; West North Avenue; and a line 50.25 feet west of and parallel to North Hoyne Avenue.

F.C. Harris Pavilion Apartments Limited Partnership -- to classify as a B2-3 Restricted Retail District instead of a B2-2 Restricted Retail District and an R4 General Residence District the area shown on Map No. 13-P bounded by:

West Catalpa Avenue; a line 344.34 feet west of North Delphia Avenue; a line 484.01 feet south of West Catalpa Avenue; a line 551.31 feet west of North Delphia Avenue; a line 387.80 feet south of West Catalpa Avenue; and a line 623.80 feet east of North Delphia Avenue to the point of beginning.

Mr. Leo Hollander, c/o Wigoda -- to classify as an M1-2 Restricted Manufacturing District instead of Institutional Planned Development 147 the area shown on Map No. 2-L bounded by:

the alley next north of West Flournoy Street; the alley next west of South Cicero Avenue; West Flournoy Street; a line 660.1 feet west of the alley next west of South Cicero Avenue; and West Flournoy Street.

Home Depot U.S.A., Inc. -- to classify as a C3-1 Commercial Manufacturing District/Business Planned Development instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 7-N 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 1,178.11 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.

Messrs. Thomas A. Slamecka and Gerald Rogers, doing business as Kedzie Pawn -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-I bounded by:

the alley next south of and parallel to West 63rd Street; the alley next east of and parallel to South Kedzie Avenue; a line 150.94 feet south of and parallel to the alley next south of and parallel to West 63rd Street; and South Kedzie Avenue.

Kmart Corporation -- to classify as a B4-1 Restricted Service District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 9-J bounded by:

a north property line located approximately 33 feet south of the center line of the Addison Street right-of-way; a west property line located

approximately 33 feet east of the center line of the Central Park Avenue right-of-way; a south property line located approximately 22 feet north of the center line of the partially vacated Eddy Street right-of-way; and an east property line located approximately 455 feet east of the center line of the Central Park Avenue right-of-way.

The above described area shall be part of a B4-1 Planned Development, the boundaries of which are as follows:

a north property line located approximately 33 feet south of the center line of the Addison Street right-of-way; a west property line located approximately 33 feet east of the center line of the Central Park Avenue right-of-way; a south property line located approximately 22 feet north of the center line of the partially vacated Eddy Street right-of-way for approximately 422 feet; the remaining south property line abuts the adjoining M1-1 zoned property to the south; and an east property line located approximately 350 feet west of the center line of the North Kimball Avenue right-of-way.

LaSalle National Bank, as Trustee, under Trust Agreement dated November 20, 1979, and known as Trust Number 10-24110-08 -- to classify as a C3-7 Restricted Commercial District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 2-G bounded by:

West Gladys Avenue; South Racine Avenue; a line 70 feet north of West Van Buren Street; and the alley next west of South Racine Avenue, or the line thereof if extended where no alley exists.

LaSalle National Bank, as Trustee, under Trust Number 111367 -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-H bounded by:

a line 408.36 feet east of North Wolcott Avenue; a line from a point 408.36 feet east of North Wolcott Avenue and 785.07 feet north of West Diversey Parkway to a point 125.81 feet south of West Oakdale Avenue as measured along the east line of the alley next west of the Chicago and Northwestern Right-of-Way; the east line of the alley next west of the Chicago and Northwestern Right-of-Way; West Oakdale Avenue; a line 25 feet east of the alley next west of the Chicago and Northwestern Right-of-Way; a line from a point 25 feet east of the alley next west of the Chicago and Northwestern Right-of-Way and 110.19 feet south of West Oakdale Avenue to a point 408.36 feet east of North Wolcott Avenue and 786.11 feet north of West Diversey Parkway; a line 408.36

feet east of North Wolcott Avenue; a line from a point 408.36 feet east of North Wolcott Avenue and 848.77 feet north of West Diversey Parkway to a point 524.29 feet east of North Wolcott Avenue and 1030.7 feet north of West Diversey Parkway; a line 524.29 feet east of North Wolcott Avenue; a line 930.29 feet north of West Diversey Parkway; a line 544.78 feet east of North Wolcott Avenue; and West Diversey Parkway;

Also

to classify as a Residential Planned Development instead of an R5 General Residence District the area shown on Map No. 7-H bounded by:

a line 408.36 feet east of North Wolcott Avenue; a line from a point 408.36 feet east of North Wolcott Avenue and 785.07 feet north of West Diversey Parkway to a point 125.81 feet south of West Oakdale Avenue as measured along the east line of the alley next west of the Chicago and Northwestern Right-of-Way; the east line of the alley next west of the Chicago and Northwestern Right-of-Way; West Oakdale Avenue; a line 25 feet east of the alley next west of the Chicago and Northwestern Right-of-Way; a line from a point 25 feet east of the alley next west of the Chicago and Northwestern Right-of-Way and 110.19 feet south of West Oakdale Avenue to a point 408.36 feet east of North Wolcott Avenue and 786.11 feet north of West Diversey Parkway; a line 408.36 feet east of North Wolcott Avenue; a line from a point 408.36 feet east of North Wolcott Avenue and 848.77 feet north of West Diversey Parkway to a point 524.29 feet east of North Wolcott Avenue and 1030.7 feet north of West Diversey Parkway; a line 524.29 feet east of North Wolcott Avenue; a line 930.29 feet north of West Diversey Parkway; a line 544.78 feet east of North Wolcott Avenue; and West Diversey Parkway.

Mr. Larry Mansfield -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-H bounded by:

the alley next south of West Webster Avenue; North Winchester Avenue; a line 333 feet north of West Dickens Avenue; and the alley next west of North Winchester Avenue.

Parkway Bank & Trust Co., under Trust Number 10395 as beneficiaries of Henryk Ryczek and Danuta Borkowska -- to classify as a B4-1 Restricted

Service District instead of an R3 General Residence District the area shown on Map No. 7-M bounded by:

the alley next north of and parallel to West Diversey Avenue; a line 82.30 feet east of North Marmora Avenue; West Diversey Avenue; and a line 57.30 feet east of North Marmora Avenue.

Mr. John J. Pikarski, Jr. -- to classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 7-N bounded by:

West Belmont Avenue; a line 133.10 feet east of and parallel to North Nagle Avenue; the alley next south of West Belmont Avenue; and North Nagle Avenue.

Salvatore Salvato -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

West 32nd Street; a line 57.91 feet east of South Parnell Avenue; a line 108.12 feet south of West 32nd Street; and South Parnell Avenue.

South Holland Trust and Savings Bank, as Trustee, for Trust Number 666 -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 22-C bounded by:

East 87th Street; a line 110 feet west of South Cregier Avenue; the alley next south of and parallel to East 87th Street; and a line 200 feet west of South Cregier Avenue.

Truth Triumphant Ministry -- to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 30-F bounded by:

a line 243.81 feet north of and parallel to West 123rd Street; South Parnell Avenue; West 123rd Street; and the alley next west of and parallel to South Parnell Avenue.



Mr. Lawrence B. Urbanski -- to classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 10-F bounded by:

West Root Street; a line 340 feet east of and parallel to South Wallace Street; the alley next south of and parallel to West Root Street; and a line 240 feet east of and parallel to South Wallace Street.

Mr. Clarence B. Vogt -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-K bounded by:

North Avondale Avenue; a line 104.30 feet south of North Avondale Avenue, as measured from the easterly right-of-way line of the alley next west of and parallel to North Pulaski Road; and the alley next west of and parallel to North Pulaski Road.

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*Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

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

Abruzzini Richard A., Aguinaga (Carter) Kathleen S., Akram Chaudhry, Alcaraz Anita K., Allstate Ins. Co. (6) Doris Ellis, Nancy Ellis, Oke Fredlund, Rufus Griffin, Hong Jen Wang and Herman Yates, American Ambassador Cas. Co. and Herberto Herrada, American Family Ins. Co. and William E. Meyer, American Manufacturers Mutual Ins. Co. and Victoria B. Crawshaw, Andelkovic Nebojsa M., Anderson Carla V., Austin Amy J.;

Bacon Lolita S., Banks Rose M., Barnette Lawrence, Barry Millie, Barton Alex, Battles Rosie L., Becharas Mimi E., Bedalow Eleanor, Betker Janine E., Bistolfo John B., Boldon Barbara A., Bossov Adam, Bradford Annie, Bramson Melvin, Brooks Almore Jr., Broude Irwin N., Bumpers Henry D., Burdin Sigmund W., Bynan Mary C.;

Calderon Cecilia, Caravantes Jose A., Carroll Marvin and Vertis, Chaney Richard M., Charles Reginald A., Chmielewski Jerzy, Chorvath Kenneth F., Chromik Piotr, Cison Marek M., Clark Leslie A., Clifford Eileen T., Cohen Avinoam, Cole Elizabeth A., Coleman Ronald, Crosby William J., Curley Kyla, Currier James A.;

Dantzler Fredrick G., Danys Anthony, DiVito Gino L., Doherty Arthur F., Dreier Kenneth B.;

Elbert Melanie D., Enterprise Leasing Inc. (3), Ewing, Phyllis F.;

Feldman Richard M., Financial Recovery Corp. of America and Agency Rent-A-Car Inc., Flash Cab Co., Flores Ricardo, Foley Linda S., Frazin Joseph, Freeman Vivian M., Friedman Farrel;

General Casualty Co. (3) Patrick S. Glynn, Douglas Helman and Charles A. Stewart, Gibbs Mr. and Mrs. C., Gibson Yevetta, Gierulski Victoria M., Goc JoAnn M., Godek Mary E., Golembo Theodore, Gottfried Alan J., Grant Joan F., Griffey Jack E., Grimes Rosie L., Grove Joice A.;

Hall Christopher D., Hanover Chicago and Joseph E. Hughes, Hardrick Betty A., Hardy Emmae E., Hemmans Douglas D., Hickey Michael G., Hightower John H., Hill Clarence R., Holloway James, Hunsinger Linda M.;

Iglesias Jorge A., Isby Isiah, Isermann Eric E., Israel Edward;

Jackson Linda M., Jentel John, Johnson Kristie L., Johnson Marguerita, Jones Juanita M.;

Kaplan Michael A., Karabatsos Ted, Kardasis James T., Kaukialo Angeline, Kazupski Edward R. Jr. (2), Kelly Harvey, KielBasa Paul S., Kirnbauer John A., Klem Sonia R., Komara Ray, Kowalski Tammy L., Kraft Michael J., Krass John W., Kudukis Kay E.;

Labropoulos Georgios, Langdon Pamela, Ledbetter Susan M., Lee Julie J., Lewis Lisa Ann, Loesberg Noah, Lukasiewicz Belinda C.;

MacDonald Grant P., Mackey William, Maker Narinder, Maldonado Damary (2), Martinez Lori T., Martinez Martha S., Mayfield Linda J., McDonald Corenda K., McElwee Cory L., Meade Laurie A., Merrifield-Brown Ardean, Metropolitan Property and Casualty Insurance Company and Willie Cobb, Mitchem Suzanne C., Mordini David A., Mosley Janice D., Munday Joseph P.;

Nanesta Joyce E., Neely Patrice M., Norwood Lydia I.;

O'Flaherty, Peter;

Pacini Raffaello, Padula Rocco J., Palmer Craig K., Panozzo Kerry P., Papapanos Kosmas, Park Youngil, Peoples Gas Light and Coke Co. (4), Perry Michael J., Phillips Wilma, Pizano Irma, Pledger Patricia A., Pohla Harry O., Popoca Serapio, Proska Thomas J.;

Quirk Michael / DeLaSalle Institute;

Ramos Dolores M., Ramsay Casey G., Reece Bobby C., Republic Insurance Company and Jacqueline L. Gongala, Ribbeck Manuel R., Roback Robert J., Roberson Alicia C., Robinson James T., Robinson Leslie, Rodgers Cleophas Sr., Rogers William J., Ross Barbara M., Rostkowski Stella M., Runtz Mary Beth E.;

Safeco Insurance Company and Dwaine Seymour, Santana Jose A., Schultz Eileen N., Scuefield Linda R., Sessler Michael, Shanklin Veronica, Smith Brian, Smith John L., Spencer Mary K., Staisz-Baczek Maria, State Farm Insurance Company (8) Monica Barrett, Wallace Erickson, Gerald Guerrero, Raul Hernandez, Darren Honda, Donna Smith, Merced Valle and Kathy Waldusky, Stefanowski Lorraine M., Stephens Patricia A., Sterling Claudia J., Stewart Vernita, Stokes Catherine J., Sweeney Thomas F., Szostak Michael F.;

Taylor John F., Thomas Brenda L., Thomas Regina D., Trans America Insurance Group and Emil Ruffalo, Tutson Kimberly E., Tyner Constance A.;

United Services Automobile Association (2) William J. Arends, Jr. and Patrick M. Fisher, United States Fidelity and Guaranty Insurance Company (2) Innovations From Italy, Inc. and Adam Wholesalers;

Villamin Salvador R., Vitek George J., Vorlicky Margaret M.;

Waterloo Jeri I., Weber Mark E., Webster Elbert, Wheeler Kevin M., Williams Felicia A., Williams Katrina E., Williams Regina M., Wirtz Joseph R., Wojnarowski Debora A., Wong Robert;

Yaghoobi Gholam R..

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*Referred* -- ERECTION OF STOP SIGN ON WEST 54TH STREET  
AND SOUTH NEWLAND AVENUE.

A communication from Mr. William O. Lipinski, transmitting a proposed order for the erection of a stop sign on West 54th Street and South Newland Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- ESTABLISHMENT OF PARKING PROHIBITION AT  
ALL TIMES AT 5140 SOUTH KOLIN AVENUE.

A communication from Mr. Joseph Chwastek, transmitting a proposed ordinance for the establishment of a parking prohibition at all times at 5140 South Kolin Avenue (except for handicapped), which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- PROPOSED ORDINANCES RECOMMENDED BY  
BOARD OF LOCAL IMPROVEMENTS FOR  
ALLEY IMPROVEMENTS.

The Deputy City Clerk transmitted the following communications addressed to the Office of the City Clerk under the date of April 5, 1993, signed by Mr. Morgan P. Connolly, Superintendent, Board of Local Improvements, Department of Transportation, which were, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Transportation and Public Way*:

- "As provided in the Local Improvement Act, the Board has held public hearings on said improvements with reference to the extent thereof and recommends passage of said ordinances.
- |        |  |
|--------|--|
| Ward 6 | East 90th Place, East 91st Street, South Calumet Avenue and South Prairie Avenue;    |
| Ward 7 | East 85th Street, East 86th Street, South Muskegon Avenue and South Burnham Avenue;  |
| Ward 7 | East 82nd Street, East 83rd Street, South South Shore Drive and South Coles Avenue;  |
| Ward 7 | East 80th Street, East 81st Street, South Coles Avenue and South Houston Avenue;     |
| Ward 7 | East 86th Street, East 87th Street, South Exchange Avenue and South Escanaba Avenue; |
| Ward 7 | East 91st Street, East 92nd Street, South Luella Avenue and South Paxton Avenue;     |

- Ward 7 East 92nd Street, East 93rd Street, South Kingston Avenue and South Essex Avenue;
- Ward 7 East 92nd Street, East 93rd Street, South Phillips Avenue and South Yates Avenue;
- Ward 8 East 81st Street, East 82nd Street, South Luella Avenue and South Paxton Avenue;
- Ward 8 East 81st Street, East 82nd Street, South Oglesby Avenue and South Crandon Avenue;
- Ward 8 East 83rd Street, East 84th Street, South Yates Boulevard and South Oglesby Avenue;
- Ward 9 East 104th Street, East 104th Place, South Dauphin Avenue and South Rhodes Avenue;
- Ward 9 West 121st Street, West 122nd Street, South Wentworth Avenue and South Yale Avenue;
- Ward 10 East 101st Street, East 102nd Street, South Oglesby Avenue and South Crandon Avenue;
- Ward 13 West 68th Street, West 68th Place, South Central Park Avenue and South Lawndale Avenue;
- Ward 14 West 54th Street, West 55th Street, South Washtenaw Avenue and South Fairfield Avenue;
- Ward 15 West 71st Street, West 72nd Street, South Oakley Avenue and South Claremont Avenue;
- Ward 19 West 106th Street, West 107th Street, South Western Avenue and South Artesian Avenue;
- Ward 19 West 108th Street, West 109th Street, South Artesian Avenue and South Campbell Avenue;
- Ward 19 West 111th Street, West 112th Street, South Albany Avenue and South Troy Street;
- Ward 19 West 111th Street, West 112th Place, South Sawyer Avenue and South Spaulding Avenue;
- Ward 19 West 111th Street, West 112th Street, South Troy Street and South Kedzie Avenue;

Ward 21 West 91st Street, West 92nd Street, South Halsted Street and South Green Street;

Ward 22 West 26th Street, West 27th Street, South Kildare Avenue and South Kolin Avenue;

Ward 22 West 30th Street, West 31st Street, South Homan Avenue and South Trumbull Avenue;

Ward 34 West 108th Street, West 108th Place, South Racine Avenue and South Throop Street;

Ward 34 West 108th Place, West 109th Street, South Racine Avenue and South Throop Street;

Ward 34 West 111th Place, West 112th Street, South Racine Avenue and South Throop Street;

Ward 34 West 111th Place, West 112th Street, Railroad right-of-way and South Aberdeen Street;

Ward 34 West 113th Street, West 114th Street, South Lowe Avenue and South Union Avenue;

Ward 34 West 114th Street, West 115th Street, South Union Avenue and South Emerald Avenue;

Ward 34 West 114th Street, West 115th Street, South Parnell Avenue and South Wallace Street;

Ward 34 West 117th Street, West 118th Street, South Eggleston Avenue and South Normal Avenue;

Ward 34 West 120th Street, West 121st Street, South Laflin Street and South Justine Street;

Ward 39 West Argyle Street, West Ainslie Street, North Monticello Avenue and North Lawndale Avenue;

Ward 41 West Balmoral Avenue, West Summerdale Avenue, North Oriole Avenue and North Overhill Avenue;

Ward 41 West Palatine Avenue, West Clarence Avenue, North Oriole Avenue and North Overhill Avenue;

Ward 43 West Diversey Parkway to north line of Lot 7, North Greenview Avenue and North Bosworth Avenue;

Ward 45

West Lawrence Avenue, West Giddings Street, North Laramie Avenue and North Milwaukee Avenue.”

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*Referred --* RECOMMENDATION BY BOARD OF LOCAL IMPROVEMENTS FOR REPEAL OF CERTAIN IMPROVEMENT ORDINANCE.

A communication signed by Mr. Morgan P. Connolly, Superintendent, Board of Local Improvements, Department of Transportation, transmitting a proposed ordinance to repeal an ordinance passed on October 10, 1991 for grading, paving and otherwise improving the roadway of the alleys between West 27th Street, West 28th Street, South Normal Avenue and South Wallace Street, which was *Referred to the Committee on Transportation and Public Way.*

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

Communications from Mr. Charles Thurow, Deputy Commissioner, Department of Planning and Development, under the dates of April 2 and 13, 1993 transmitting recommendations by the Commission on Chicago Landmarks that certain structures be designated as Chicago landmarks, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

Allan Miller House, located at 7121 South Paxton Avenue;

Eighth Church of Christ, Scientist, located at 4359 South Michigan Avenue;

North Kenwood Multiple Resources District, located in the area generally bounded by East 43rd Street, East 47th Street, South Drexel Boulevard and South Oakenwald Avenue; and

On Leong Merchants Association Building, located at 2216 South Wentworth Avenue.

**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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**AUTHORIZATION FOR EXECUTION OF BASIC TERMS AGREEMENT  
FOR DESIGN, CONSTRUCTION AND IMPLEMENTATION OF  
CITY OF CHICAGO EMERGENCY COMMUNICATIONS  
SYSTEM (PHASE II).**

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the City to enter into a contract for the development and construction of a 9-1-1 Telecommunication System, 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, Preckwinkle, Beavers, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Munoz, Laski, Miller, Medrano, Ocasio, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 42.

*Nays* -- Aldermen Tillman, Bloom, Steele, Shaw, Evans, Watson, Shiller, Moore -- 8.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 1:31 P.M..

The following is said ordinance as passed:

WHEREAS, In compliance with the Illinois Emergency Telephone System Act (the "Act") (50 ILCS 750/0.01 et seq. (1992)), the City Council of the City of Chicago enacted Chapter 3-64 of the Municipal Code of Chicago, thereby establishing the Chicago Emergency Telephone System Board (the "Board") and conferring on the Board the power and duty to plan the city's emergency telephone system (the "9-1-1 System"), to establish equipment specifications for the 9-1-1 System, and to coordinate and supervise the implementation, upgrading and maintenance of the 9-1-1 System; and

WHEREAS, In the exercise of the authority conferred by the City Council, the Board has determined that the interests of the city, its residents and property owners can best be served by the design, construction and implementation of a sophisticated 9-1-1 System, as defined in the Act; and

WHEREAS, The Board by resolution requested the Purchasing Agent to develop and issue a Request for Qualifications for the design and construction of a new 9-1-1 System, including a communications center; and

WHEREAS, Upon review of all the statements submitted in response to the Request for Qualifications, the Board has recommended, and the Purchasing Agent has selected, Fluor Daniel Illinois, Inc., to design, construct and implement the city's new 9-1-1 System; and

WHEREAS, A sophisticated 9-1-1 System, as defined in the Act, will connect a caller to an established public safety answering point through normal telephone lines, will identify the caller's telephone number and location, will provide for holding of an incoming call, line clearance and reconnection, or automatic call routing, or all of these features in combination; and

WHEREAS, The implementation of a sophisticated 9-1-1 System will enhance the effectiveness of Chicago's police, fire and medical personnel in responding to emergencies and will thereby greatly benefit the city, its residents and property owners; and

WHEREAS, Because of the unique nature of the 9-1-1 System, and because of its impact on the daily life of all residents of the city, it is appropriate that the contract for design, construction and implementation of the System be approved by the City Council; now, therefore,

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

SECTION 1. Subject to the approval of the Corporation Counsel as to form and legality, the Mayor, the City Comptroller and the Purchasing Agent are hereby authorized to execute the Basic Terms Agreement for Design, Construction and Implementation of City of Chicago Emergency Communications System (Phase II), in substantially the form shown in the attached Exhibit A. The agreement shall be administered in accordance with the provisions of the Municipal Purchasing Act for Cities of 500,000 or More Population, as amended.

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

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

*Exhibit "A".*

*Basic Terms Agreement For Design, Construction  
And Implementation Of City Of Chicago  
Emergency Communications System  
And Facility (Phase II).*

This Basic Terms Agreement entered into as of \_\_\_\_\_, 1993 by and between Fluor Daniel Illinois, Inc. and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, and acting through the Department of Purchasing ("City").

Whereas, Pursuant to the Emergency Telephone System Act of Illinois, 50 (1992) ILCS 750/0.01 et seq. ("Act") and the findings of the Chicago Emergency Telephone System Board ("Board"), the City seeks to replace its

existing 9-1-1 emergency communications system and facilities with a new, sophisticated 9-1-1 emergency communications system and facility and necessary backup facilities (the "Emergency Communications System" or "E.C.S."); and

Whereas, In accordance with the Act and the Board's resolution, the City issued a Request for Qualifications for the Design and Construction of a new sophisticated 9-1-1 emergency communications center ("R.F.Q.") and subsequently entered into contracts entitled "Functional Requirements, Conceptual and Preliminary Design Documents Agreement for the 9-1-1 Emergency Communications System and Facilities", dated September 13, 1991 (the "Phase I Agreement") with two competitors, Contractor inclusive (the "Competitors"); and

Whereas, After review of the Competitors' submittals, the City has determined that F.D.I. is best suited to meet the City's needs for the E.C.S. pursuant to the R.F.Q. and has selected F.D.I. to design, implement and construct the Emergency Communications System; and

Whereas, The City and the Board desire to retain and contract with F.D.I. to design, construct and implement the E.C.S.; and

Whereas, The City and F.D.I. have substantially agreed to the terms and conditions of a basic terms agreement (the "Basic Terms Agreement") setting forth the essential terms to be incorporated into a final agreement (the "Phase II Agreement") pursuant to which F.D.I. will undertake the detailed and final design, implementation and construction of the E.C.S., together with any other agreed upon services necessary for the E.C.S., including the necessary construction of City facilities in coordination with implementation of all required technical systems (the "Project"); and

Whereas, The City has selected the John Buck Company ("J.B.C.") to assist the City in the administration and implementation of the Project;

Now, Therefore, In consideration of the mutual promises contained herein, the parties hereto agree as follows:

#### Section 1. Incorporation Of Recitals.

The above recitals are expressly incorporated in and made a part of this Agreement as though fully set forth hereinafter.

#### Section 2. Basic Terms.

Sections 3 through 29 set forth the basic terms pursuant to which parties agree that Project will be undertaken ("Basic Terms"). The Basic Terms will be substantially embodied in the Phase II Agreement, together

with such other useful or necessary terms as may be deemed appropriate by the City and F.D.I., including but not limited to the terms and conditions required by applicable law or City ordinance. The term "Contract Document" means all Project implementation documents, this Basic Terms Agreement and the Phase II Agreement, together with exhibits and amendments.

### Section 3. Scope Of Services.

F.D.I. shall design, procure, implement and construct the E.C.S. and necessary back-up facilities, inclusive of cutover of the City's existing 9-1-1 services to the E.C.S.. F.D.I. shall equip, furnish, start-up, install, test, warrant, and provide documentation for the E.C.S.. F.D.I. will train administrative and operational personnel and will system integrate the E.C.S. with City's internal communication system and with facilities of the public telephone network.

### Section 4. Scope Of The Project.

The Project will consist of those facilities and systems necessary to provide a fully functional E.C.S. as more fully specified in the Minimum Functional Requirements Rev. 03 ("M.F.R.") and the Final Statement of Work ("F.S.O.W.") as finally agreed upon by the City and F.D.I.. The Project will involve the construction of the Chicago Emergency Communications Center ("C.E.C.C.") housing the City's public service answering point and its emergency communication services dispatch facilities as well as operations and support facilities, all of which will include adequate capacity to properly receive, manage, and respond to the full volume of calls currently anticipated by the City for the Year 2005, as stated in the M.F.R.. The Project will further include such back-up facilities as are set forth in the Final Statement of Work ("F.S.O.W.") to be produced under the Phase II Contract.

### Section 5. Compensation And Pricing: Basic Terms.

#### 5.01 Basic Terms.

The following subsections set forth the basic terms regarding compensation and pricing for the Project:

- Design, engineering, and project management will be performed on a cost reimbursable basis. Construction, installation and implementation shall be performed on a

Guaranteed Maximum Price ("G.M.P.") basis as further described below.

- As engineering packages are completed, all subcontracts required to provide services or to supply, construct, or install the E.C.S. will be acquired on a fixed price (Lump Sum) basis except as approved by City. F.D.I. shall make every reasonable effort to engineer all packages so that the initial bids will be within the associated budget allowance. F.D.I. will provide a minimum of three competitive bids for each subcontract award except as approved by City.
- These subcontract bid prices will be compared to a budget for each. If the price exceeds the budget, and if so directed by City the package will be re-engineered as required to bring price within the budget, and City will reimburse F.D.I. for this re-engineering. If the price is below budget, the City may use these buy-out savings at its sole discretion.
- As each subcontract is awarded, the price of the subcontract plus a contingency of 5% will be added to a pool which forms a G.M.P. for the aggregate of these designated subcontracts.
- This G.M.P. may be modified for the City's changes, delays, or changes of condition. After completion of all these G.M.P. subcontracts, any savings below G.M.P. will be divided 50% to City and 50% to Contractor, except that the Contractor's share shall not exceed \$1,000,000. Any cost over the G.M.P. will be paid by Contractor subject to the overall Liability Limit.

#### Compensation.

**Personnel Costs:** Base Compensation per hour times the hours worked plus 150% for payroll burdens, overheads, and profit (Base Compensation x 2.5). Project Management Professional ("P.M.P.") personnel at Project Management Professional rates.

**Reimbursable Costs:** All reimbursable costs listed in Attachment 1 at cost to F.D.I. plus 7% for general and administrative overheads. To the extent used by the Project, F.D.I.'s reproduction and computer services will be reimbursed at F.D.I.'s scheduled rates without further addition for F.D.I.'s overhead or Fee.

**Fee:** The following Fees shall be applied only to Reimbursable Costs: For G.M.P. costs a Fee of 4% and for all other reimbursable costs a Fee of 2.5%.

F.C.I.I.: All compensation to Fluor Constructors International, Inc. ("F.C.I.I.") shall be as described in Attachment 1.

#### 5.02 Payment And Invoicing Terms.

F.D.I. will invoice every two weeks and City will pay within 60 days. Retention will be made on construction work as required by City Ordinance. F.D.I. is permitted to invoice for full subcontractor's application including unpaid retention.

#### 5.03 Fund Chargeable.

The City of Chicago fund chargeable under this Agreement shall be Fund Number 353. The maximum amount (including fees) which may be expended or the City is obligated to pay under this agreement is \$213 Million ("Maximum Amount"). All disbursements are subject to the availability of legally available funds. Once the City's liability to F.D.I. for services rendered reaches the Maximum Amount, F.D.I. shall not be obligated to continue performance until the City secures and appropriates additional funding.

#### 5.04 Non-Appropriation.

In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City will notify F.D.I. and this Agreement shall terminate on the earlier of the last day of the fiscal period for which insufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to F.D.I. beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

### Section 6. Warranties.

F.D.I. will warrant the E.C.S. (except the work of Illinois Bell Telephone Company) for a period of one (1) year after Final Acceptance. The cost of all associated extended warranties will be included in the Lump Sum subcontracts awards with an option for the City to omit such requirements (on a case by case basis) from the responsibility of subcontractors and from F.D.I..

The City will waive hidden and latent defects arising after F.D.I.'s warranty except on City Facilities in connection with which F.D.I.'s

liability for defects after the warranty period will be as allowed by applicable law.

F.D.I. will repair, replace or re-perform at no additional cost to City during its warranty period. F.D.I.'s costs are subject to the overall Liability Limit set forth in Section 10.

#### Section 7. Damages.

City agrees to waive all consequential damages except those that may result from F.D.I.'s breach of City's Confidentiality requirements pertaining to software codes and those consequential damages for which F.D.I. has a duty to indemnify City under the Contract Documents.

F.D.I. and its subcontractors shall not be entitled to any damages from the City or be reimbursed for any losses or for expenses on account of any delay, however, F.D.I. can recover incremental direct costs (with mark-up for overhead but without fee or profit) arising from any excusable delay. In addition, without expanding the City's responsibilities under the preceding sentence, F.D.I. agrees to make every reasonable effort to require all subcontractors to waive recovery of incremental costs resulting from excusable delays.

#### Section 8. Rework.

During the performance of the work, F.D.I. shall: 1) perform any field re-work necessary to meet the requirements of the Contract Documents and 2) F.D.I. shall, to the extent that errors or omissions result in field re-work or claims from subcontractor(s), perform any necessary redesign and rework needed to meet the requirements of the Contract Documents, all at no cost to the City.

#### Section 9. Liquidated Damages.

##### 9.01 Liquidated Damages.

The start of Emulation Testing is currently scheduled for June 15, 1995. For every day after that date that F.D.I. has not started this testing, F.D.I. will pay Liquidated Damages of Five Thousand Dollars (\$5,000) per day until testing is started. If after Cutover and before Final Project Acceptance, the E.C.S. suffers a "Major Failure" as defined mutually by F.D.I. and City and caused by F.D.I. or any of its subcontractors, F.D.I. will pay Liquidated Damages of Five Thousand Dollars (\$5,000) per day.

### 9.02 Limitation On Liquidated Damages.

These liquidated damages are contingent on a full start and funding of the Project within sixty (60) days from the date of this document and on no delays by the City. Delays by the City as documented by Change Orders, will adjust the dates on which liquidated damages will commence, but will not waive these requirements. Further, these liquidated damages are subject to the overall Liability Limit.

### Section 10. Limitation Of Liability.

1) The cost to F.D.I. for liquidated damages, insurance deductibles, rework and warranty service (including patent and latent defects), and G.M.P. contract cost overruns shall be limited to the Fees paid to F.D.I. and F.C.I.I. plus any insurance proceeds paid under the Wrap-up Policies described in Section 19.03;

2) In addition to 1) above, in the event the System fails to perform in accordance with the mutually agreed M.F.R., for causes for which F.D.I. is responsible under the Contract Documents, F.D.I.'s cost for rework and warranty service (including patent and latent defects) shall, in addition to the limit set forth in 1) above, not exceed an additional \$5,000,000;

3) If the limit in 2) above, is exceeded, then, at the City's option, F.D.I. shall continue to perform rework and warranty service on a reimbursable basis without fee or profit;

4) If the E.C.S. experiences a continuous and complete system failure because it fails to be of use to the City as a 9-1-1 emergency communication system, for causes for which F.D.I. is responsible under the Contract Documents, F.D.I.'s limit of liability to the City shall increase to an amount not to exceed \$20,000,000;

5) In no event shall the liability of F.D.I. to the City for any reason under the Contract Documents exceed \$20,000,000 plus any insurance proceeds paid pursuant to the Wrap-Up policies;

6) Provided however, these limitations shall not apply to F.D.I.'s duty to indemnify the City from third party claims arising from the wrongful acts or omissions of F.D.I. or its subcontractors in or during the performance of the Project, to the extent that there is liability under law.

### Section 11. Third Party Liability.

In providing the Services, F.D.I. shall be deemed an "agent" of the City solely for purposes of the protections provided in Section 15.1 of the Emergency Telephone System Act (50 ILCS 750/15.1) against liability for



claims by the general public for civil damages in connection with the development and design of the Technical System, but no other purposes; provided, however, that this agency does not extend to any willful or wanton misconduct on the part of F.D.I.. The agency relationship described above is expressly limited as set forth above and there is no other agency relationship between the City and F.D.I., express or implied. Nothing in this subparagraph or in this Agreement shall limit the contractual rights and remedies of the respective parties hereto under the Contract Documents or as otherwise provided by law. Nothing in this Agreement shall be interpreted, construed or regarded as creating any third party beneficiary rights, either express or implied. Moreover, nothing in this subparagraph or in this Agreement shall be interpreted, construed or regarded as rendering the City liable or responsible or creating any duty, obligation or liability whatsoever to any Subcontractors, laborers or materialmen.

## Section 12. Testing, Acceptance And Training.

### 12.01 Testing.

The acceptance testing process shall consist of five phases: 1) Integration Testing; 2) Emulation Testing; 3) System Cutover; 4) Operational Reliability; and 5) Test Results Certification. This process tests all elements and components of the E.C.S. system to establish that each component or subcomponent operates and has the reliability, capabilities and capacities required under the Contract Documents and manufacturers' specifications as applicable.

After satisfaction of all testing to be performed prior to cutover, cutover of the E.C.S. system shall be conducted in accordance with the Cutover Plan developed by F.D.I.. Upon successful completion of the cutover process without any material loss of function, Systems Cutover Complete shall be deemed to have occurred. City shall assume operational control of the E.C.S. system as the cutover is performed. After cutover, City and F.D.I. shall perform Operational Reliability Testing in accordance with the requirements of the Operational Reliability Test Plan developed by F.D.I.. Successful completion of this test is a necessary precedent to Final System Acceptance.

### 12.02 Final Project Acceptance.

Provided the Project is complete as required by the Contract Documents, that all titles and waivers of lien have been provided and that F.D.I. has performed all other obligations required of it to be performed by the Contract Documents, the City shall notify F.D.I. in

writing of final project acceptance. The City shall accept ownership and full responsibility for the care and custody of the E.C.S. and all components and elements thereof upon final project acceptance.

#### 12.03 Training.

F.D.I. shall provide training and associated operational and training manuals for all administrative and operational personnel in the manner and times and in compliance with the requirements and schedule set forth in the Contract Documents.

#### Section 13. Most Favorable Customer.

F.D.I. shall grant the City "Most Favorable Customer" status for a period of ten (10) years beginning on the date of final project acceptance. F.D.I. shall offer new hardware or software at its then current prices, as available from its manufacturers and vendors, to upgrade or otherwise enhance the capacity of the C.E.C.C. System for a period of ten (10) years from final project acceptance. F.D.I. shall and shall cause its subcontractors to maintain or shall make every effort to maintain availability of replacement parts for all C.E.C.C. system hardware for ten (10) years after final project acceptance or obsolescence, whichever is sooner.

#### Section 14. Licenses, Technical Documentation And Source Code.

##### 14.01 Licenses.

F.D.I. shall provide or cause to be provided licenses and sublicenses which are fully-paid, perpetual, irrevocable subject to no restrictions or limitations preventing use of the E.C.S. subject to the terms of the Contract Documents. Provided, however, if City commits a breach of any such license terms, the sole remedy to the license provider is damages recoverable in law or at equity. For a period of one (1) year after final project acceptance, F.D.I. will provide or cause to be provided any updates, enhancements or modification to licensed software. As a precondition of the final project acceptance by the City, F.D.I. warrants that such licenses do not violate any third parties' copyright, patent, trade secret or other intellectual property right and shall indemnify and hold harmless the City in such event.

#### 14.02 Technical Documentations And Source Code.

Prior to final acceptance of the C.E.C.C., F.D.I. shall deliver or cause to be delivered into escrow the source codes for custom, application and customized software purchased by the City. Such source codes shall be escrowed with an escrow agent satisfactory to the City and F.D.I. under one or more acceptable escrow agreements. For a period of one year after final project acceptance, F.D.I. shall cause its subcontractor(s) to promptly provide any updates or enhancements to such software and the source code to which the City is entitled to be delivered to said escrow agent promptly upon such first becoming available. Such escrow agreement shall include provisions reasonably acceptable to the City to allow access to the source codes for the purpose of performing system modifications.

### Section 15. Maintenance.

#### 15.01 Preventative Maintenance Plan.

Prior to final acceptance of the E.C.S., F.D.I. will provide the City with a preventive maintenance plan (the "Plan"). The Plan will describe the required periodic preventive maintenance for all elements and components of the E.C.S., including but not limited to system hardware, system software, and equipment. Submission of a Plan that is reasonably acceptable to the City shall be a precondition for final project acceptance.

#### 15.02 Ten-Year C.E.C.C. System Maintenance Option.

F.D.I. will submit, or cause a qualified subcontractor to submit, to the City a written proposal to enter into a separate agreement to provide, subject to "Most Favorable Customer" status as to fees and charges, E.C.S. maintenance services starting on expiration of F.D.I.'s warranties. F.D.I. agrees to maintain an office in the United States for as long as the E.C.S. is in use by the City and make available services of qualified engineers at then current prices.

### Section 16. Subcontracting.

Generally, all subcontracts and purchase orders will be awarded in compliance with procedures specified in a procurement procedure to be developed by F.D.I., and subject to City approval. Each subcontract not deemed minor will be submitted to the City for approval prior to execution

by F.D.I. and F.D.I. shall require the services to be performed in conformance and in accordance with the Phase II Agreement.

#### Section 17. Remedies, Disputes, Termination.

##### 17.01 Remedies.

The City shall notify F.D.I. in writing when the City considers that (i) F.D.I. is not in compliance with the Contract Documents, or (ii) any part of the system fails to meet the requirements of the Contract Documents. F.D.I. and its subcontractors and vendors shall have reasonable access consistent with the needs of the City to the affected areas to enable them to repair, replace or otherwise remedy the noncompliance or failure.

If F.D.I. does not commence and diligently continue to carry out such remedy then the City shall be entitled to enforce any other remedies it may have at law or in equity. However, so long as F.D.I. and its subcontractors and vendors are promptly and diligently continuing to carry out such remedy, the City shall not undertake to enforce such remedies.

##### 17.02 Disputes.

In the event of any dispute between F.D.I. and City regarding the Project, the aggrieved party shall utilize the multi-level dispute process to be set forth in the Phase II Agreement. Both F.D.I. and City shall have the right to seek judicial review in a court of competent jurisdiction but F.D.I. shall not seek specific performance nor reinstatement through such judicial review, and all such actions must be initiated within six months or they are automatically waived.

#### Section 18. Bonds, Letters Of Credit And Insurance.

##### 18.01 Bonds.

F.D.I. shall provide concurrent with the execution of this Agreement such payment and performance bonds in such amounts as are required by the City, in a form satisfactory to the City.

#### 18.02 Letters Of Credit.

In the event F.D.I. fails to or is unable to provide bonds as required in Subsection 20.01, F.D.I. will provide a Letter of Credit for the full value of its services for that portion of its service for which it cannot obtain a bond.

#### 18.03 Insurance.

F.D.I. shall maintain at all times through the warranty period insurance Wrap-up policies procured by F.D.I. and subject to approval by the City's Risk Manager.

#### Section 19. Indemnification.

F.D.I. shall indemnify and save harmless City, its officials, agents and employees against all claims by third parties which result from wrongful acts or omissions of F.D.I., its employees and Subcontractors and satisfy or discharge any judgments resulting therefrom.

#### Section 20. Records And Audits.

F.D.I. shall maintain detailed records showing actual time expended by its employees, costs incurred, descriptions of services provided on the project and maintain such records for seven (7) years. All books and accounts in connection with the Project shall be subject to inspection by authorized representatives of the City.

#### Section 21. Guarantee By Fluor Corporation.

Fluor Corporation, F.D.I.'s parent corporation, will guarantee F.D.I.'s performance upon execution of the Phase II Agreement.

#### Section 22. Confidentiality.

F.D.I. will protect and cause its Subcontractors to protect confidential information about safety and security of the existing City system and facilities and the Project with the degree of care it would use for its own highly confidential and proprietary information. Breach of any duties in this area would be an event of default and entitle the City to all legal remedies, including injunctive relief. For breaches of City confidentiality requirements pertaining to software codes, the City shall be entitled to consequential damages. F.D.I. will not issue publicity without City approval and will give the City immediate notice upon

issuance of a subpoena duces tecum related to confidential information in order for the City to contest it.

Section 23. Non-Liability Of Public Officials And Agents.

In no circumstances shall the City's officials, employees, agents and consultants and employees thereof incur any possible liability resulting from or in connection with this Agreement.

Section 24. Minority/Women-Owned Business.

F.D.I. shall comply and shall cause its M.B.E./W.B.E. subcontractors to comply with the requirements of the Minority-Owned and Women-Owned Business Procurement Program as set forth in Chapter 2-40 of the Chicago Municipal Code. Further, in performing under this Agreement F.D.I. shall comply with the applicable M.B.E./W.B.E. Special Conditions.

Section 25. Risk Of Loss.

Risk of loss remains with F.D.I. until final project acceptance except for deliberate acts of theft or sabotage by the City or its agents.

Section 26. Compliance With Laws.

F.D.I. shall comply with all applicable laws, including City ordinances. F.D.I. agrees that the Phase II Agreement shall contain all provisions required by law, including, but not limited to (i) provisions dealing with non-discrimination and anti-apartheid, Chicago residency, veterans preference, conflict of interest, steel products, parking violations and accessibility standards for disabled and environmentally limited persons and (ii) such other provisions of applicable law which the parties agree reasonably ensure enforceability of the Phase II Agreement.

Section 27. Consent To Process And Choice Of Law.

F.D.I. will consent to service and jurisdiction in Illinois and F.D.I. agrees that this Agreement and Phase II Agreement will be governed by Illinois law.

**Section 28. F.D.I. Responsible For Compliance.**

No review or approval by the City shall operate to relieve F.D.I. of any obligations under this Agreement or constitute an undertaking by the City to determine compliance with the Contract Documents.

**Section 29. Role Of Purchasing Agent.**

The Purchasing Agent (or any person or entity employed or contracted by the City to the extent that the Purchasing Agent delegates this authority) shall act as the contracting agent of the City and take any steps necessary to administer the Basic Terms Agreement and the Phase II Agreement with the consent of the Board as may be necessary.

In Witness Whereof, The parties hereto have caused this Basic Terms Agreement to be executed as of the day and year first above written by their respective officers duly authorized thereunto.

City Of Chicago

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Purchasing Agent

Recommended by:

\_\_\_\_\_  
Chairman,  
Chicago Emergency Communications Board

Approved As To Form And Legality:

Assistant Corporation Counsel

Fluor Daniel Illinois, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

Attachment I to this Agreement reads as follows:

*Attachment 1.*

*Compensation.*

1.1 Contract Price.

City shall pay, and F.D.I. shall accept in full consideration for the Project, the sum of all Personnel Costs, Reimbursable Costs, and Fees as described in this Attachment.

1.2 Personnel Costs.

(a) Home or Branch Office Personnel. The cost to F.D.I. of the Base Compensation of all personnel permanently assigned to the Home or Branch office, for such time as is devoted by them to the Project (including travel time away from normally assigned work locations), whether such time is



performed in the office or in the field, plus an amount equal to one hundred fifty percent (150%) of the total of such cost as compensation for payroll insurances and taxes, holidays, group medical and life insurances, salary continuation, other employee benefits, facilities, overheads, and profit. Personnel classified as Non-Exempt are paid time-and-a-half premium for all time worked over 40 hours per week; Exempt personnel are paid straight time for scheduled time worked over 40 hours per week.

- (b) **Key Personnel.** The cost of certain Key Personnel designated in this Agreement and others that may be designated as Project Management Principals at the fixed hourly billing rates stated in this Attachment without any additional mark-up.
- (c) **Compensation Policies.** Base Compensation and job classifications used shall be in accordance with the ranges and classifications contained in this Attachment. These ranges and classifications may be adjusted annually and will be administered in accordance with F.D.I.'s compensation policies.

### 1.3 Reimbursable Costs.

The following costs shall be reimbursed to F.D.I. at actual plus an amount equal to seven percent (7%) of such cost as compensation for general and administrative overhead costs.

- (a) **Subcontracts.** The cost of or arising from any engineering or construction subcontracts;
- (b) **Materials and Equipment.** The cost of all materials, machinery, equipment, supplies, parts, and miscellaneous services, including all transportation expenses, loading and unloading, storage and insurance;
- (c) **Construction Tools and Equipment.** The cost to purchase or lease, transport, fuel, and maintain all construction tools and equipment required;
- (d) **Travel and Relocation Expenses.** The cost of all travel, relocation, and other related expenses incurred directly for this Agreement, all in accordance with F.D.I.'s established travel and relocation policies;

- (e) **Insurance and Bonds.** The cost of all insurance premiums and the cost of all deductibles (except those caused by F.D.I.'s negligence) and losses not covered by insurance maintained to protect the City and F.D.I. as mutually agreed; and the cost of all performance and payment bonds and letters of credit;
- (f) **Owner's Office Space.** Rental for office space, equipment, and any office services required by City in F.D.I.'s office facility;
- (g) **Communication Expense.** Postage, long distance telephone, telegraph, and teletype expense incurred in the direct service of this Agreement;
- (h) **Miscellaneous Office Expense.** Miscellaneous expense, including but not limited to custom printed forms, special book bindings, drafting room and office materials and supplies, freight, express, and any other direct costs incurred in connection with the Agreement;
- (i) **Taxes.** The cost of any duties, taxes or licenses arising directly out of or that are applicable to the Agreement, other than franchise taxes or taxes on net income;
- (j) **Permits and Inspection.** The costs of permits required by any governmental body specifically related to the Agreement, and the cost of inspection required by law or ordinance of any governmental body;
- (k) **Audits, Monitoring and Accounting.** The cost of periodic project audits and similar programs monitoring any financial or other aspects of the project, and any project-specific accounting functions;
- (l) **Litigation and Related Costs.** The cost of attorneys' fees, costs, settlements and/or judgments incurred in connection with any labor or commercial matters, litigation, claims, or disputes (except if solely between City and F.D.I.) arising out of or in connection with the performance of this Agreement;
- (m) **General Expense.** The cost of providing temporary construction facilities at jobsites; the cost of all expendable construction supplies; the cost of establishing, operating and maintaining a jobsite office, necessary field shops and fabricating facilities, including the cost of office furnishings, equipment, and supplies; the cost of communication and utilities; all other field office services and expenses; and all other direct costs.

The following costs shall be reimbursed to F.D.I. at actual or scheduled cost without any additional compensation for general and administrative overhead costs.

- (n) Fluor Constructors International, Inc.. All amounts paid to Fluor Constructors International, Inc. in accordance with its approved subcontract;
- (o) Prints and Reproductions. Scheduled cost of prints and reproductions in accordance with this Attachment and subsequent revisions;
- (p) Computer Services. Scheduled cost of computer services in accordance with this Attachment and subsequent revisions.

#### 1.4 Non-Reimbursable Costs.

Certain costs and expenses are not reimbursable directly to F.D.I., but are included in overhead, general and administrative overhead cost rates. Included in these costs and expenses are the following:

- (a) Fluor Corporation and its subsidiaries' Executive Officers, including the Chairman of the Board, President, Vice Presidents, Secretary, Treasurer and Controller;
- (b) Fluor Corporation and subsidiary general management departments, including Sales, Public Relations, Personnel, Law, Medical, and Advertising personnel, when not directly engaged in the Services, as well as general office personnel, consisting of telephone and teletype operators, guards, receptionists, mail room, and janitorial and maintenance employees;
- (c) Home office general expenses, consisting of local telephone, depreciation, rent and maintenance of home office facilities, rearrangements of facilities, furniture, office equipment, light, heat, cafeteria service and parking space;
- (d) General overhead expenses, consisting of the development of engineering and construction standards and programs not specific to this Agreement, entertainment, and charity contributions; and
- (e) Property taxes on Fluor Daniel's real and personal property at the home office.

## 1.5 Project Fee.

F.D.I. shall be paid a Fee equal to the sum of the following:

- (a) Two and one-half percent (2.5%) of the total of all Reimbursable Costs (including general and administrative overhead costs) described in 1.3 above, except those subcontracts included in the Guaranteed Maximum Price described in Section 5.01 of the Basic Terms Agreement; and
- (b) Four percent (4%) of the sum of the cost of those subcontracts included in the Guaranteed Maximum Price (G.M.P.) described in Section 5.01 of the Basic Terms Agreement and the general and administrative overhead costs associated with those subcontracts as described in 1.3 above.

No Fee shall be paid on those costs described in 1.3(n), 1.3(o) and 1.3(p) above.

Any share in the savings from the G.M.P. as described in Section 5.01 of the Basic Terms Agreement due to F.D.I. shall be paid to F.D.I. at final project acceptance.

*Chicago 9-1-1 Project Agreement To Renegotiate  
The Subcontract With Fluor Constructors  
International, Inc. -- April 18, 1993.*

Contingent upon final agreement on the terms of the Phase II 9-1-1 Emergency Communications System and Facility Design, Implementation and Construction Agreement between the City of Chicago and Fluor Daniel Illinois, Inc., Fluor Daniel agrees to renegotiate the terms of its subcontract with Fluor Constructors International, Inc. (F.C.I.I.) consistent with the following statements:

- (a) F.C.I.I. shall be reimbursed for Home or Branch office personnel at the cost of Base Compensation plus an amount equal to one hundred fifty percent (150%) of the total of such cost.
- (b) F.C.I.I. shall be reimbursed for Field office personnel at the cost of Base Compensation plus an amount equal to one hundred twenty percent (120%) of the total of such cost.

- (c) F.C.I.I. shall be reimbursed for all costs in accordance with those Reimbursable Costs defined in the Fluor Daniel compensation terms stated elsewhere in this Attachment 1.
- (d) F.C.I.I. shall be reimbursed for its general and administrative overhead costs an amount equal to two and one-half percent (2.5%) of the total of all Reimbursable Costs.
- (e) F.C.I.I. shall be paid a Fee equal to four percent (4%) of the total of all Reimbursable and general and administrative overhead costs.
- (f) F.C.I.I. will not seek reimbursement for any expenses from Fluor Corporation nor from Fluor Daniel Illinois, Inc. except as a mark-up of actual, approved subcontracted costs as specified above.

[Attachments appended hereto are on file and available for public inspection in the Office of the City Clerk.]

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**Rules Suspended -- ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION BONDS (EMERGENCY TELEPHONE SYSTEM) SERIES 1993.**

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to take up for consideration the report of the Committee on Finance, deferred and published in the Journal of Proceedings of March 8, 1993, pages 29315 through 29353, recommending that the City Council pass a proposed ordinance authorizing the issuance of City of Chicago General Obligation Bonds (Emergency Telephone System) Series 1993. The motion *Prevailed*.

Alderman Burke then presented the following amendment:

"I move to amend the proposed ordinance by:

- (a) striking the amount of \$230,000,000 and inserting the amount of \$224,600,000 in the fifth Whereas clause of the preamble to the ordinance;

- (b) striking the amount of \$230,000,000 and inserting the amount of 224,600,000 in Section 2 of the ordinance; and
- (c) inserting the italicized language as follows in Section 24 of the ordinance:

Nothing contained in this Ordinance shall restrict or limit the application of the proceeds of the Bonds to or for the purpose of paying the costs of capital facilities and improvements of the City other than the System, provided that *such Bond proceeds are reappropriated for such purpose by this City Council and such application is approved by the Budget Director of the City.*"

The motion to amend *Prevailed*.

Thereupon, on motion of Alderman Burke, the said proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Rush, Preckwinkle, Beavers, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Munoz, Laski, Miller, Medrano, Ocasio, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 42.

*Nays* -- Aldermen Tillman, Bloom, Steele, Shaw, Evans, Watson, Shiller, Moore -- 8.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 1:33 P.M..

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, In order to develop and improve emergency communication procedures in such a manner as to be able to respond quickly to any person calling the telephone number "9-1-1" seeking police, fire, medical, rescue and other emergency services and further to carry out the purposes of the Emergency Telephone System Act of the State of Illinois, as amended (the "Act"), the City has, pursuant to the Act, created the Chicago Emergency

Telephone System Board (the "Board") and has imposed, effective January 1, 1990, a surcharge upon all billed subscribers of network connections (as defined in the Act) within the City provided by telecommunications carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of the City, at a monthly rate of 95¢ per network connection (the "Emergency Telephone System Surcharge"); and

WHEREAS, The proceeds of the Emergency Telephone System Surcharge are to be paid over to the Board and deposited in the Emergency Telephone System Fund to be held by the City Treasurer (the "Emergency Telephone System Fund") and applied at the direction of the Board to the purposes set forth in Chapter 3-64 of the Municipal Code of Chicago, as amended, which purposes include the payment of the costs associated with (i) the design of a telephone service which automatically connects a person dialing the digits 9-1-1 to an established public safety answering point through normal telephone service facilities and containing additional features which further carry out the purposes of the Act, (ii) the installation of the service, (iii) the construction, leasing or maintenance of buildings, improvements, facilities and equipment needed for the operation of the service and (iv) any other expenditure authorized under the Act (which service and related buildings, improvements, facilities, equipment and expenditures are referred to herein as the "System"); and

WHEREAS, It is deemed to be necessary, essential and in the best interest of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to provide for the design, acquisition, construction and equipping of the System; and

WHEREAS, The cost of the design, acquisition, construction and equipping of the System is estimated to be not less than \$224,600,000 and the City expects to pay a portion of such cost by borrowing such money and issuing its Bonds in evidence thereof as hereinafter provided; and

WHEREAS, The City has determined that it is necessary and advisable at this time to authorize the borrowing of the sum necessary for the purposes of (i) paying, or reimbursing the City for the payment of, the costs of the System; (ii) capitalizing certain interest on the Bonds (as hereinafter defined); and (iii) paying the expenses of issuance of the Bonds herein authorized, and in evidence thereof to issue the City's General Obligation Bonds (Emergency Telephone System), Series 1993 (the "Bonds"), such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Bonds; now, therefore,

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

SECTION 1. The City Council, after a public meeting heretofore held on this ordinance by the Committee on Finance of the City Council, pursuant to

proper notice having been given thereof, and in accordance with the findings and recommendations of such committee, hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

**SECTION 2.** There shall be borrowed on the credit of and for and on behalf of the City and there is hereby appropriated the sum of not to exceed \$224,600,000 for the purposes aforesaid; that Bonds of the City shall be issued in said amount, or such lesser amount, as may be determined by the City Comptroller.

**SECTION 3.** All or any portion of the Bonds may be issued as Bonds payable as to principal and interest in one payment on a fixed date ("Capital Appreciation Bonds") or as Bonds payable as to principal on a fixed date or dates with interest payable semiannually on January 1 and July 1 of each year ("Current Interest Bonds").

Any Bonds issued as Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the bank or trust company designated by the City Comptroller, or its successor as bond registrar and paying agent (the "Bond Registrar"), and shall be in denominations equal to the Original Principal Amount of such Capital Appreciation Bonds ("Original Principal Amount") or any integral multiple thereof, each such Original Principal Amount representing Compound Accreted Value at maturity of \$5,000 or any integral multiple thereof (but no single Bond shall represent Compound Accreted Value maturing on more than one date). As used herein, the "Compound Accreted Value" of a Bond on any date of determination shall be an amount equal to the Original Principal Amount (or integral multiple thereof) plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond (the "Yield to Maturity").

Any Bonds issued as Current Interest Bonds shall be dated such date as shall be agreed upon between the City Comptroller and the purchasers of the Bonds, shall be in fully registered form, shall be in denominations of \$5,000 each or any integral multiple thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward.

The Current Interest Bonds shall bear interest at a rate or rates, and the Capital Appreciation Bonds shall have Yields to Maturity, not in excess of 10% per annum.

The Bonds shall become due and payable on or before January 1, 2023 as determined by the City Comptroller as herein provided. The aggregate of (a) the principal amount of the Current Interest Bonds payable, whether at maturity or by virtue of mandatory redemption, on any January 1 (after



taking into account prior required mandatory redemptions of such Current Interest Bonds) and the interest to be payable thereon and (b) the Compound Accreted Value of any Capital Appreciation Bonds payable on any such January 1 (after taking into account prior required mandatory redemptions of such Capital Appreciation Bonds), shall not exceed for any period the applicable amount levied therefor in Section 8 hereof.

Each Capital Appreciation Bond shall bear interest from its date at the rate per annum compounded semiannually on each January 1 and July 1, commencing on such January 1 or July 1 as determined by the City Comptroller at the time of sale of such Capital Appreciation Bonds, which will produce the Yield to Maturity until the maturity date thereof. Interest on the Capital Appreciation Bonds shall be payable only at the respective maturity or redemption dates thereof.

Each Current Interest Bond shall bear interest from the later of its date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first day of January and July of each year, commencing on such January 1 or July 1, as determined by the City Comptroller at the time of the sale of any of the Current Interest Bonds. Interest on each Current Interest Bond shall be paid to the person in whose name such Bond is registered at the close of business on the fifteenth day of the month next preceding the interest payment date, by check or draft of the Bond Registrar, or, at the option of any registered owner of \$1,000,000 or more in aggregate principal amount of Current Interest Bonds, by wire transfer of immediately available funds to such bank in the continental United States as the registered owner of such Bonds shall request in writing to the Bond Registrar.

The Compound Accreted Value of the Capital Appreciation Bonds and the principal of and redemption premium, if any, on the Current Interest Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the principal trust office of the Bond Registrar.

Each of the Bonds shall be designated "General Obligation Bond (Emergency Telephone System), Series 1993", with such additions or modifications as shall be determined to be necessary by the City Comptroller at the time of the sale of such Bonds to reflect whether the Bonds are Capital Appreciation Bonds or Current Interest Bonds and any other authorized features of the Bonds determined by the City Comptroller as desirable to be reflected in the title of the Bonds being issued and sold.

The seal of the City or a facsimile thereof shall be affixed to each of the Bonds, and the Bonds shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller and attested by the manual or facsimile signature of the City Clerk, and in case any officer

whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

**SECTION 4. (a) Registration and Transfer.** The City shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the principal corporate trust office of the Bond Registrar, as the registrar for the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in a form satisfactory to the Bond Registrar and duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees (a) in the case of any Capital Appreciation Bond, a new fully registered Capital Appreciation Bond or Bonds of the same maturity of authorized denominations, for a like aggregate Original Principal Amount of Capital Appreciation Bond or Bonds of the same maturity of other authorized denominations, or (b) in the case of any Current Interest Bond, a new fully registered Current Interest Bond or Bonds of the same interest rate and maturity of authorized denominations, for a like aggregate principal amount. Any Capital Appreciation Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate Original Principal Amount of Capital Appreciation Bond or Bonds of the same maturity of other authorized denominations. Any Current Interest Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Current Interest Bond or Bonds of the same interest rate and maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, that (a) the aggregate

Original Principal Amount of outstanding Capital Appreciation Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized aggregate Original Principal Amount of Capital Appreciation Bonds of such maturity less previous retirements and (b) the principal amount of outstanding Current Interest Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Current Interest Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Current Interest Bond or Capital Appreciation Bond (a) during the period beginning at the close of business on the fifteenth day of the calendar month next preceding any interest payment date on such Current Interest Bond and ending on such interest payment date, (b) after notice calling such Bond for redemption has been mailed, or (c) during a period of 15 days next preceding mailing of a notice of redemption of such Bond.

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 Compound Accreted Value of, principal of, premium, if any, or interest on, any Bond shall be made only to or upon the order of the registered owner thereof or their legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. In the event any of the Bonds are registered in the name of a securities depository that uses a book-entry system, the standing of the registered owner to enforce any of the covenants herein may be established through the books and records of such securities depository or a participant therein.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of such Bonds except that no such payment may be required in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) Book-Entry Only System. If so determined and directed by the City Comptroller for any maturity or maturities of the Bonds, such Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of such Bonds determined by the City Comptroller as provided in Section 3 hereof. Upon initial issuance, the ownership of each such Bond (the "Book-Entry Bonds") shall be registered in the Bond Register in the name of such securities depository company as shall be determined by the City Comptroller, or in the name of its nominee, or its successors and assigns (the "Securities Depository"). In the event that the City Comptroller determines to use the book-entry system of the Securities Depository as provided in this Section 4(b) with respect to the Bonds, all of the outstanding Book-Entry Bonds shall be registered in the name of such Securities Depository, or its nominee, except as hereinafter provided. The City

Comptroller is hereby authorized to determine whether or not the book-entry services of the Securities Depository will be used and if used, the City Comptroller is authorized to execute and deliver on behalf of the City such letters to or agreements with the Securities Depository and the Bond Registrar as shall be necessary to effectuate such book-entry (any such letter or agreement being referred to herein as the "Representation Letter").

With respect to Book-Entry Bonds, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Participant") or to any person on behalf of whom such a Participant holds an interest in the Book-Entry Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Securities Depository, its nominee or any Participant with respect to any ownership interest in the Book-Entry Bonds, (ii) the delivery to any Participant or any other person, other than a registered owner of a Book-Entry Bond as shown in the Bond Register, of any notice with respect to the Book-Entry Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of a Book-Entry Bond as shown in the Bond Register, of any amount with respect to Compound Accreted Value of, principal of, premium, if any, or interest on, the Book-Entry Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Book-Entry Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of Compound Accreted Value of, principal of, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Bond Registrar shall pay the Compound Accreted Value of, principal of, premium, if any, and interest on the Book-Entry Bonds only to or upon the order of the respective registered owners of the Book-Entry Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the City's obligations with respect to payment of Compound Accreted Value of, principal of, premium, if any, and interest on, the Book-Entry Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Book-Entry Bond as shown in the Bond Register, shall receive a certificate evidencing the obligation of the City to make payments of Compound Accreted Value of, principal of, premium, if any, and interest with respect to any Bond. Upon delivery by the Securities Depository to the Bond Registrar of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of the existing nominee of the Securities Depository and subject to the provisions in Section 3 hereof with respect to the payment of interest by the mailing of checks or drafts or by wire transfer to the registered owners of Current Interest Bonds at the

close of business on the fifteenth day of the month next preceding the applicable interest payment date, the nominee of such Securities Depository shall refer to such new nominee of the Securities Depository.

In the event that (i) the City Comptroller determines that the Securities Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement evidenced by the Representation Letter shall be terminated for any reason, or (iii) the City Comptroller determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify the Securities Depository of the availability through the Securities Depository of Bond certificates, and in such event the Book-Entry Bonds shall no longer be restricted to being registered in the Bond Register in the name of the nominee of such Securities Depository. At that time, the City Comptroller may determine that the Book-Entry Bonds shall be registered in the name of and deposited with such other depository operating a book-entry system, as may be acceptable to the City Comptroller, or such depository's agent or designee, and if the City Comptroller does not select such alternate book-entry system, then the Book-Entry Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provision of this ordinance to the contrary, all payments with respect to Compound Accreted Value of, principal of, premium, if any, and interest on any Book-Entry Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

(c) Bonds Lost, Destroyed or Improperly Cancelled. If any Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Bond Registrar may authenticate a new Bond of like date, maturity, denomination and Original Principal Amount (in the case of Capital Appreciation Bonds) or principal amount (in the case of Current Interest Bonds) and bearing a number not contemporaneously outstanding; provided that (i) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Registrar and (ii) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the Bond Registrar evidence of such loss or destruction, together with indemnification of the City and the Bond Registrar, satisfactory to such Bond Registrar. In the event any lost, destroyed or improperly cancelled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Bond, the Bond Registrar shall pay the same without surrender thereof if there shall be first furnished to the Bond Registrar evidence of such loss, destruction or cancellation, together with indemnity satisfactory to it. Upon the issuance of any substitute Bond, the Bond Registrar may require the

payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

(d) Redemption. Current Interest Bonds may be redeemable prior to maturity at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of such Bonds being redeemed not to exceed 103% of the principal amount thereof, plus accrued interest to the date of redemption) as determined by the City Comptroller at the time of the sale thereof. Capital Appreciation Bonds may be redeemable prior to maturity at the option of the City as determined by the City Comptroller at the time of the sale thereof (at prices not to exceed 103% of the Compound Accreted Value thereof at the date of redemption). If less than all of the outstanding Bonds are to be optionally redeemed, the Bonds to be called shall be called from such maturities as may be determined by the City and if less than all of a single maturity is so redeemed then by lot within a maturity in the manner hereinafter provided unless otherwise determined by the City Comptroller at the time of the sale thereof. Certain of the Current Interest Bonds may be made subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, and certain of the Capital Appreciation Bonds may be made subject to mandatory redemption at the Compound Accreted Value thereof at the date fixed for redemption, as determined by the City Comptroller at the time of the sale thereof; provided, that the Bonds shall have a final maturity not later than the date set forth in Section 3 hereof.

The Bonds shall be redeemed only in the amount of \$5,000 each at maturity and integral multiples thereof. In the event of the redemption of less than all the Bonds of like maturity the aggregate amount thereof to be redeemed shall be \$5,000 at maturity or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each \$5,000 amount at maturity of such Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the amount at maturity of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds or portions thereof whose assigned numbers were so selected; provided that only so much of the amount at maturity of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. The City shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount or Compound Accreted Value of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions thereof to be redeemed shall be selected not more than 60 days prior to the redemption date by the Bond Registrar.

The Bond Registrar shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount or Compound Accreted Value thereof to be redeemed.

(e) Mandatory Tender and Purchase Provisions for Bonds.

(i) In General. The Bonds that are subject to optional redemption pursuant to Section 4(d) above (the "Callable Bonds") also shall be subject to mandatory tender by the registered owner for purchase by the City at the option of City, in whole or in part, at such purchase prices (not to exceed 103% of the principal amount or Compound Accreted Value thereof, plus accrued interest to the purchase date in the case of Current Interest Bonds) as determined by the City Comptroller at the time the Bonds are sold. The right of the City to require the mandatory tender of all or any portion of the Callable Bonds as herein provided is herein referred to as an "Option Right".

(ii) Mandatory Tender and Purchase not a Discharge of Debt. To the extent permitted by law, the mandatory tender and purchase of Callable Bonds will not operate to extinguish or discharge the indebtedness evidenced by the Callable Bonds.

(iii) Sale of Option Rights. The City Comptroller is hereby authorized, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Vice Chairman of the Committee on Finance of the City Council or the Chairman of the Committee on the Budget of the City Council, to sell all or any part of its Option Rights to another party (the "Option Rights Owner"), provided that the City first obtains an opinion of nationally recognized municipal bond counsel to the effect that (1) such sale is authorized under this ordinance, (2) such sale will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes, (3) such sale will or, if applicable, will not result in the deemed reissuance of the Callable Bonds for federal income tax purposes, and, if it will, setting forth the date of such reissuance, and (4) such sale does not require the registration of any security under the Securities Act of 1993, or that such registration, if required, has been effected. Such sale shall transfer to the Option Rights Owner the right of the City to require the mandatory tender of specified Callable Bonds during an identified period of time (the "Option Period"). If Option Rights for certain Callable Bonds are sold by the City, the City will no longer have the right optionally to redeem or to require the mandatory tender of those Bonds (unless it reacquires the Option Rights from the Option Rights Owner).

(iv) Notice of Proposed Sale of Option Rights. Prior to any sale of Option Rights by the City (other than in connection with the initial sale of the Bonds), the City shall cause the Bond Registrar to give notice of the proposed sale to the registered owners of the Callable Bonds to be affected by the sale. Such notice shall be given no earlier than 180 days and no later than 30 days prior to the execution of a sale contract by the City. The notice shall state the following:

1. that it is a notice of proposed sale of Option Rights with respect to specified Callable Bonds;
2. that the opinion of bond counsel described in paragraph (iii) above shall be delivered prior to the proposed sale;
3. a description of the Callable Bonds affected (including the maturities, C.U.S.I.P. numbers and principal amounts or Compound Accreted Values); and
4. the name and address of a representative of the City from whom additional information regarding the proposed sale may be obtained.

Such notice is for informational purposes only. Any error in or failure to receive such notice shall not affect the ability of the City to proceed with the sale of its Option Rights.

(v) **Right Certificates.** Any Option Rights sold by the City shall be evidenced by certificates (the "Right Certificates") executed by the City Comptroller and authenticated by the Bond Registrar. Each Right Certificate shall identify the maturity and principal amount or Compound Accreted Value at maturity of Bonds to which it applies and the Option Period during which the Option Right evidenced by the certificate may be exercised. No single Right Certificate shall be issued for more than one maturity of Bonds. In connection with the sale of any Option Rights, the City Comptroller is hereby authorized to execute and deliver such instruments, agreements and certificates as may be necessary or desirable, including, but not limited to, a rights offering disclosure statement and appropriate documents providing for the registration, transfer and exchange of Right Certificates, and if deemed appropriate by the City Comptroller, arrangements for the deposit of such Right Certificates with a book-entry depository.

(vi) **Exercise of Right Certificates.** An Option Rights Owner may exercise its option to require the mandatory tender of specified Callable Bonds at the same times and for the same purchase prices applicable to the City under paragraph (i) above. In order to exercise its option, an Option Rights Owner must deliver the following to the Bond Registrar not more than 90 days and not less than 45 days before the mandatory tender date:

1. the Right Certificate;
2. the purchase price (or, if so determined by the City Comptroller at the time the Option Rights are sold, a certificate in which the Option Rights Owner agrees to pay the purchase price on the purchase date and



agrees that, if it fails to do so, the Option Rights Owner will be liable to the owner of the underlying Callable Bond that was to be tendered for any damages arising from such failure to pay the purchase price on the purchase date, including consequential damages); and

3. irrevocable instructions designating the purchase date and the principal amount or Compound Accreted Value to be purchased.

The designated purchase date must be within the Option Period. In the case of Current Interest Bonds, the purchase date may not be a date after the record date for the Bonds and before the corresponding interest payment date. The Bond Registrar shall hold the purchase price uninvested, unless otherwise agreed to in writing by the Bond Registrar and the Option Rights Owner, in which case any investment income on the purchase price (less any fee of the Bond Registrar relating to the investment) shall be remitted to the Option Rights Owner. The City shall have no liability whatsoever for the payment of such investment income to the Option Rights Owner.

If the City Comptroller determines pursuant to this paragraph (vi) to allow the exercise of a Right Certificate by means of a certificate undertaking to pay the purchase price on the purchase date as described under 2 above, and if the Option Rights Owner fails to deliver the purchase price on or before the purchase date, the underlying Callable Bond will not be purchased but the registered owner shall remain the owner thereof and the Callable Bond will continue to bear interest at its stated interest rate. The City will bear no responsibility for the payment of such purchase price. As shall be stated in such certificate, the Option Rights Owner shall be liable to the registered owner of the Callable Bond for any damages arising from such failure to pay the purchase price, including consequential damages.

(vii) Mandatory Tender Pursuant to a Right Certificate. Upon receipt of the items described in paragraph (vi) above, the Bond Registrar shall require the mandatory tender of the specified Callable Bonds on the purchase date (including the giving of notice pursuant to Section 5(b) hereof). In the event of a partial purchase, the Bond Registrar shall select the Bonds to be purchased in the same manner as in the case of a partial redemption.

(viii) Delivery of Callable Bonds Required to be Mandatorily Tendered. Any Callable Bond required to be mandatorily tendered for purchase must be delivered by the registered owner thereof to the Bond Registrar on the mandatory tender date, and upon such delivery the purchase price will be paid to the registered owner thereof as provided in Section 5(b) hereof. Bonds not so tendered on the applicable mandatory tender date shall be deemed tendered by the registered owner thereof as of such date. The Bond Registrar shall cancel any Bonds or portions thereof tendered or

deemed tendered and issue a new Bond to such Option Rights Owner in the same aggregate principal amount and with the same interest rate (in the case of Current Interest Bonds) or having the same Compound Accreted Value at maturity (in the case of Capital Appreciation Bonds) and with the same maturity date, form and tenor. Such new Bond shall also state that it is a Bond that is not subject to mandatory tender for purchase or optional redemption during the applicable Option Period. The Bond Registrar shall note such on the Bond Register.

(ix) Registered Owners Who Are Also Option Rights Owners. If a registered owner of a Callable Bond is also the owner of a Right Certificate pertaining to that Bond, the registered owner may deliver the Bond and the Right Certificate to the Bond Registrar and request that the Bond Registrar cancel the Right Certificate and designate the Bond as a Bond that is not subject to mandatory tender for purchase or optional redemption during the applicable Option Period. Conversely, the registered owner of a Callable Bond that is not subject to mandatory tender for purchase or optional redemption may, by delivering the Bond and a written request to the Bond Registrar, obtain in lieu thereof a Callable Bond and a Right Certificate for the applicable Option Period.

(x) Amendment. The provisions herein dealing with Option Rights may be amended by the City without the consent of the registered owners of the Bonds, provided that no such amendment shall adversely affect the security for or payment of the Bonds or permit the Bonds to be called for mandatory tender prior to the dates or at purchase prices less than those established pursuant to paragraph (i) above.

(xi) Book-Entry Only System. If the Bonds are held under a Book-Entry Only System, then notwithstanding the other provisions of this Section 4(e) the Bonds shall be registered in the name of the nominee of the Securities Depository, and the Securities Depository shall perform certain of the functions of the Bond Registrar, as described under Section 4(b) hereof.

SECTION 5. (a) Notice of Redemption. Unless waived by any holder of Current Interest Bonds or Capital Appreciation Bonds to be redeemed, notice of the call for any redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first-class mail at least 30 days and not more than 45 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar, but the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond.

All notices of redemption shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts or Compound Accreted Value) of the Bonds to be redeemed;
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest shall cease to accrue from and after said date;
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar; and
- (6) such other information as shall be deemed necessary by the Bond Registrar at the time such notice is given to comply with any law, regulation or industry standard.

On or prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified plus accrued interest, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal or Compound Accreted Value at maturity.

If any Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear or accrete interest from the redemption date at the rate or Yield to Maturity borne by the Bond, or portion thereof, so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

(b) Notice of Mandatory Tender for Purchase. Unless waived by any holder of Bonds to be purchased, notice of the call for any tender shall be given by the Bond Registrar on behalf of the City by mailing the notice of mandatory tender by registered or certified mail at least 30 days and not more than 45 days prior to the date fixed for purchase to the registered owner of the Bond or Bonds to be purchased at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar, but the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the mandatory tender of any other Bond.

All notices of purchase shall state:

- (1) the purchase date;
- (2) the purchase price;
- (3) if less than all outstanding Bonds are to be purchased, the identification (and, in the case of partial tenders for purchase, the respective principal amounts or Compound Accreted Value) of the Bonds to be purchased;
- (4) that on the purchase date the purchase price will become due and payable upon each such Bond or portion thereof called for mandatory tender, and that interest shall cease to accrue from and after said date;
- (5) the place where such Bonds are to be surrendered for payment of the purchase price, which place of payment shall be the principal corporate trust office of the Bond Registrar; and
- (6) such other information as shall be deemed necessary by the Bond Registrar at the time such notice is given to comply with any law, regulation or industry standard.

Prior to any purchase date, as provided herein, the City or Option Rights Owner shall deposit with the Bond Registrar an amount of money sufficient to pay the purchase price of all the Bonds or portions thereof which are to be purchased on that date.

Notice of purchase having been given as aforesaid, the Bonds, or portions thereof, so to be purchased shall, on the purchase date, become due and payable at the purchase price therein specified plus accrued interest, and from and after such date upon payment of the purchase price thereof such Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Bonds for purchase in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the purchase price. In the case of Current

Interest Bonds, installments of interest due on or prior to the purchase date shall be payable as herein provided for payment of interest.

If any Bond, or portion thereof, called for purchase shall not be so paid upon surrender thereof for purchase, the principal shall, until paid, bear or accrete interest from the purchase date at the rate or Yield to Maturity borne by the Bond, or portion thereof, so called for purchase.

SECTION 6. The Bonds shall be prepared in substantially the following forms with such insertions and revisions as shall be necessary to reflect the terms and provisions of the sale of the Current Interest Bonds or Capital Appreciation Bonds pursuant to Section 13 hereof; provided, however, that if the text of any Bond is to be printed in its entirety on the front side of such Bond, then the text shown or appearing on the reverse side of such Bond shall replace paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted.

[Form Of Capital Appreciation Bond -- Front Side]

Registered  
No. \_\_\_\_\_

\$ \_\_\_\_\_  
Compound Accreted  
Value At Maturity  
("Maturity Amount")

United States Of America

State Of Illinois

City Of Chicago

General Obligation Bond

(Emergency Telephone System), Series 1993.

See Reverse Side  
For Additional  
Provisions

Maturity Date	Yield To Maturity	Original Principal Amount Per \$5,000 Maturity Amount	Dated Date	C.U.S.I.P. No.
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Registered Owner:

(1) The City of Chicago (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Maturity Amount identified above. The amount of interest payable on this Bond on the Maturity Date hereof is the amount of interest accrued from the Dated Date hereof at a semiannual compounding rate necessary to produce the Yield to Maturity set forth above, compounded semiannually on each January 1 and July 1, commencing \_\_\_\_\_ 1, 199\_\_. The Compound Accreted Value of this Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of \_\_\_\_\_, Chicago, Illinois, or its successor, as bond registrar and paying agent (the "Bond Registrar"). The Compound Accreted Value of this Bond per \$5,000 Maturity Amount on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 199\_\_, determined by the semiannual compounding described in this paragraph shall be as set forth in the Table of Compound Accreted Value per \$5,000 of Compound Accreted Value at Maturity on the reverse side hereof.

(2) 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.

(3) It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the Maturity Amount hereof at maturity.

(4) This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

(5) In Witness Whereof, The City of Chicago, by its City Council, has caused its corporate seal to be impressed or imprinted by facsimile hereon and this Bond to be signed by the duly authorized manual or facsimile signatures of the Mayor and City Comptroller and attested by the manual

or facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Manual or Facsimile Signature)

Mayor,  
City of Chicago

[Seal]

Attest:

(Manual or Facsimile Signature)

City Clerk,  
City of Chicago

(Manual or Facsimile Signature)

City Comptroller,  
City of Chicago

**Certification Of Authentication.**

**This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds (Emergency Telephone System), Series 1993, of the City of Chicago.**

\_\_\_\_\_, as  
Bond Registrar

By: (Manual Signature)  
Authorized Officer

Date Of Authentication: \_\_\_\_\_.

## [Form Of Capital Appreciation Bond -- Reverse Side]

City Of Chicago

General Obligation Bond

(Emergency Telephone System), Series 1993.

(6) For the prompt payment of the Compound Accreted Value of this Bond as the same becomes due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

(7) This Bond is one of a series of Bonds aggregating the principal amount of \$\_\_\_\_\_ issued pursuant to the constitutional home rule powers of the City for the primary purposes of (i) paying the cost of designing, constructing and installing an emergency telephone service system in the City; (ii) capitalizing certain interest on the Bonds; and (iii) paying expenses incidental to the issuance of the Bonds, and was authorized by an ordinance adopted by the City Council on \_\_\_\_\_, 1993 (the "Bond Ordinance").

(8) The Bonds maturing on or after January 1, 19\_\_ (the "Callable Bonds") are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after \_\_\_\_\_ 1, 199\_\_, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City and if less than all of a single maturity is so redeemed then by lot within a maturity in the manner hereinafter provided, the Bonds to be redeemed at the redemption prices set forth below (being expressed as a percentage of the Compound Accreted Value as of the date fixed for redemption):

Dates Of Redemption

Redemption Price

[The Callable Bonds are subject to mandatory tender for purchase at the option of the City on or after \_\_\_\_\_ 1, 199\_\_, in whole or in part, and if less than all of the outstanding Bonds are required to be tendered for purchase, the Bonds to be purchased shall be called from such maturities as shall be determined by the City, and if less than all of a single maturity is so purchased then by lot within a maturity in the manner hereinafter provided, such Bonds to be purchased at the purchase prices set forth below (being expressed as a percentage of the Compound Accreted Value as of the date fixed for purchase):



Dates Of Purchase

Purchase Price

Mandatory tender for purchase shall be required upon not less than 30 days prior written notice in the manner and upon the conditions provided in the Bond Ordinance. If this Bond is required to be tendered for purchase, and payment is duly provided for as specified in the Bond Ordinance, this Bond shall be deemed to be tendered by the registered owner hereof as of such date.

Upon obtaining an opinion of Bond Counsel, the City may sell all or any part of its rights to require the mandatory tender for purchase of the Callable Bonds (an "Option Right") in the manner and upon the conditions provided in the Bond Ordinance.

To the extent permitted by law, purchase of the Bonds by the City shall not be deemed to be a payment or redemption of the Bonds or any portion thereof and such purchase will not operate to extinguish or discharge the indebtedness evidenced by the Bonds.]

(9) The Bonds maturing on January 1, \_\_\_\_\_, are subject to mandatory redemption prior to maturity on January 1 of the years \_\_\_\_\_ to \_\_\_\_\_, inclusive, and the Bonds maturing on January 1, \_\_\_\_\_, are subject to mandatory redemption prior to maturity on January 1 of the years \_\_\_\_\_ to \_\_\_\_\_, inclusive, in each case at an amount equal to 100% of the Compound Accreted Value of such Bonds as of the date fixed for redemption.

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

(10) In the event of the redemption [or purchase] of less than all the Bonds of like maturity the aggregate amount thereof to be redeemed [or purchased] shall be \$5,000 at maturity or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each \$5,000 at maturity of such Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the amount of such Bonds at maturity to be redeemed [or purchased].

The Bonds to be redeemed [or purchased] in part shall be the Bonds whose assigned numbers were so selected; provided that only so much of

the amount of each Bond shall be redeemed [or purchased] as shall equal \$5,000 for each number assigned to it and so selected.

(11) Notice of any such redemption [or purchase] shall be sent by first-class mail not less than 30 days nor more than 45 days prior to the date fixed for redemption [or purchase] to the Registered Owner of each Bond to be redeemed [or purchased] at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided, that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption [or purchase] of any other Bonds. When so called for redemption [or purchase], this Bond will cease to accrete interest on the specified redemption [or purchase] date, provided funds for redemption [or purchase] are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

(12) This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same maturity and for the same aggregate Original Principal Amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Bond after the close of business on the fifteenth day of the calendar month next preceding the Maturity Date of this Bond.

(13) The Bonds are issued in fully registered form in Original Principal Amounts representing \$5,000 Maturity Amount or any integral multiple thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate Original Principal Amount of Bonds of the same maturity, upon the terms set forth in the Bond Ordinance.

(14) The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the Compound Accreted Value hereof and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

\* \* \* \* \*

[Table Of Compound Accreted Value Per \$5,000 Of  
Compound Accreted Value At Maturity]

\* \* \* \* \*

(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 of the Registered Owner as it appears upon the face of the  
within Bond in every particular, without alteration or  
enlargement or any change whatever.

[Form Of Current Interest Bond -- Front Side]

Registered  
No. \_\_\_\_\_

United States Of America

State Of Illinois

City Of Chicago

General Obligation Bond

(Emergency Telephone System), Series 1993.

See Reverse Side  
For Additional  
Provisions

Interest            Maturity            Dated            C.U.S.I.P.  
Rate: \_\_\_\_\_%    Date: January 1, \_\_\_\_\_    Date: \_\_\_\_\_, 199\_\_    No.: \_\_\_\_\_

Registered Owner:

Principal Amount:

(1) The City of Chicago (the "City"), hereby acknowledges itself to owe and for value received promises to pay 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 interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the date of this Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on January 1 and July 1 of each year commencing \_\_\_\_\_ 1, 199\_\_, until said Principal Amount is paid. Principal of this Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the principal corporate trust office of \_\_\_\_\_, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the fifteenth day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds, by wire transfer of immediately available funds to such bank in the continental United

States as the Registered Owner hereof shall request in writing to the Bond Registrar.

(2) 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.

(3) It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

(4) This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

(5) In Witness Whereof, The City of Chicago, by its City Council, has caused its corporate seal to be impressed or imprinted by facsimile hereon and this Bond to be signed by the duly authorized manual or facsimile signatures of the Mayor and City Comptroller and attested by the manual or facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Manual or Facsimile Signature)

Mayor,  
City of Chicago

[Seal]

Attest:

(Manual or Facsimile Signature)

City Clerk,  
City of Chicago

(Manual or Facsimile Signature)

City Comptroller,  
City of Chicago

Certification Of Authentication.

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds (Emergency Telephone System), Series 1993, of the City of Chicago.

\_\_\_\_\_, as  
Bond Registrar

By: \_\_\_\_\_  
(Manual Signature)  
Authorized Officer

Date Of Authentication: \_\_\_\_\_

[Form Of Current Interest Bond -- Reverse Side]

City Of Chicago

General Obligation Bond

(Emergency Telephone System), Series 1993.

(6) For the prompt payment of this Bond, both principal and interest, as aforesaid, as the same becomes due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

(7) This Bond is one of a series of Bonds aggregating the principal amount of \$\_\_\_\_\_ issued pursuant to the constitutional home rule powers of the City for the primary purposes of (i) paying the costs of designing, constructing and installing an emergency telephone service system in the City; (ii) capitalizing certain interest on the Bonds; and (iii) paying expenses incidental to the issuance of the Bonds, and was authorized by an ordinance adopted by the City Council on \_\_\_\_\_, 1993 (the "Bond Ordinance").

(8) The Bonds maturing on or after January 1, 19\_\_ (the "Callable Bonds") are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after \_\_\_\_\_ 1, 199\_\_, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City and if less than all of a single maturity is so redeemed then by lot within a maturity in the manner hereinafter provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

Dates Of Redemption	Redemption Price
---------------------	------------------

[The Callable Bonds are subject to mandatory tender for purchase at the option of the City on or after \_\_\_\_\_ 1, 199\_\_, in whole or in part, and if less than all of the outstanding Bonds are required to be tendered for purchase, the Bonds to be purchased shall be called from such maturities as shall be determined by the City, and if less than all of a single maturity is so purchased then by lot within a maturity in the manner hereinafter provided, such Bonds to be purchased at the purchase prices set forth below (being expressed as a percentage of the principal amount as of the date fixed for purchase):

Dates Of Purchase	Purchase Price
-------------------	----------------

Mandatory tender for purchase shall be required upon not less than 30 days prior written notice in the manner and upon the conditions provided in the Bond Ordinance. If this Bond is required to be tendered for purchase, and payment is duly provided for as specified in the Bond Ordinance, this Bond shall be deemed to be tendered by the registered owner hereof as of such date.

Upon obtaining an opinion of Bond Counsel, the City may sell all or any part of its rights to require the mandatory tender for purchase of the Callable Bonds (an "Option Right") in the manner and upon the conditions provided in the Bond Ordinance.

To the extent permitted by law, purchase of the Bonds by the City shall not be deemed to be a payment or redemption of the Bonds or any portion

thereof and such purchase will not operate to extinguish or discharge the indebtedness evidenced by the Bonds.]

(9) The Bonds maturing on January 1, \_\_\_\_\_, are subject to mandatory redemption prior to maturity on January 1 of the years \_\_\_\_\_ to \_\_\_\_\_, inclusive, and the Bonds maturing on January 1, \_\_\_\_\_, are subject to mandatory redemption prior to maturity on January 1 of the years \_\_\_\_\_ to \_\_\_\_\_, inclusive, in each case at par and accrued interest to the date fixed for redemption.

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

(10) In the event of the redemption [or purchase] of less than all the Bonds of like maturity the aggregate principal amount thereof to be redeemed [or purchased] shall be \$5,000 or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each \$5,000 principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed [or purchased]. The Bonds to be redeemed [or purchased] in part shall be the Bonds whose assigned numbers were so selected; provided that only so much of the principal amount of each Bond shall be redeemed [or purchased] as shall equal \$5,000 for each number assigned to it and so selected.

(11) Notice of any such redemption [or purchase] shall be sent by first class mail not less than 30 days nor more than 45 days prior to the date fixed for redemption [or purchase] to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided, that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption [or purchase] of any other Bonds. When so called for redemption [or purchase], this Bond will cease to bear interest on the specified redemption [or purchase] date, provided funds for redemption [or purchase] are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

(12) This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges



provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same interest rate and maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange any Bond (a) during the period beginning at the close of business on the fifteenth day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, (b) after notice calling such Bond for redemption has been mailed, or (c) during a period of fifteen (15) days next preceding mailing of a notice of redemption of such Bond.

(13) The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same interest rate and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

(14) The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(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 of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SECTION 7. Each Bond shall be a direct and general obligation of the City for the payment of which (as to Compound Accreted Value, principal, interest, purchase price and redemption premium, if any, as appropriate) the City pledges its full faith and credit. Each Bond shall be payable (as to Compound Accreted Value, principal, interest, purchase price and redemption premium, if any, as appropriate) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Pledged Taxes (as defined in Section 8 hereof).

SECTION 8. For the purpose of providing funds required to pay the principal of and interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds) promptly as the same become due, there is hereby levied and there shall be collected the following direct annual tax upon all taxable property in the City:

For The Year	A Tax Sufficient To Produce The Sum Of:
1993	\$14,950,000 for interest and principal up to and including January 1, 1995
1994	\$14,950,000 for interest and principal
1995	\$14,950,000 for interest and principal
1996	\$18,560,000 for interest and principal
1997	\$18,560,350 for interest and principal
1998	\$18,560,425 for interest and principal
1999	\$18,559,250 for interest and principal
2000	\$18,560,850 for interest and principal
2001	\$18,558,925 for interest and principal
2002	\$18,557,500 for interest and principal
2003	\$18,560,275 for interest and principal

For The Year	A Tax Sufficient To Produce The Sum Of:
2004	\$18,560,625 for interest and principal
2005	\$18,562,250 for interest and principal
2006	\$18,558,525 for interest and principal
2007	\$18,558,150 for interest and principal
2008	\$18,559,175 for interest and principal
2009	\$18,559,650 for interest and principal
2010	\$18,557,625 for interest and principal
2011	\$18,561,150 for interest and principal
2012	\$18,562,625 for interest and principal
2013	\$18,559,775 for interest and principal
2014	\$18,560,325 for interest and principal
2015	\$18,561,350 for interest and principal
2016	\$18,559,925 for interest and principal
2017	\$18,558,125 for interest and principal
2018	\$18,557,700 for interest and principal
2019	\$18,560,075 for interest and principal
2020	\$18,561,350 for interest and principal
2021	\$18,557,625 for interest and principal

The term "Pledged Taxes" shall mean the taxes hereinabove levied for collection for the purpose of providing the funds required for the purpose described above, and shall include a sum deposited with the hereinafter described Escrow Agent by the City Comptroller for the purpose of paying principal of and interest on the Bonds, which, together with the accrued interest received, will be deposited in the Escrow Account, if established pursuant to Section 10 hereof.

The City reserves the right to abate all or a portion of the Pledged Taxes required to be levied in any year if and to the extent on or before March 31 of the next succeeding calendar year (or such earlier date as may be required by law), the City has on hand amounts dedicated to the payment of principal of and interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds) due during the one-year period commencing on January 2 of such next succeeding calendar year whether derived from the Emergency Telephone System Surcharge or otherwise.

**SECTION 9.** The City shall appropriate amounts sufficient to pay the principal of and interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds), and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

**SECTION 10.** The City Comptroller is authorized to establish one or more special accounts, if determined by the City Comptroller to be necessary in connection with the sale of any Bonds separate and segregated from all other funds and accounts of the City (the "Escrow Account"), which is to be maintained with a bank or trust company to be designated by the City Comptroller pursuant to an escrow agreement (the "Escrow Agreement"), between the City and the Escrow Agent named therein (the "Escrow Agent"), and the Mayor, the Treasurer, the City Comptroller and the City Clerk, or any of them, are hereby authorized to execute and deliver the Escrow Agreement in connection with the sale of the Bonds in such form as the officers so executing may deem appropriate in accordance with the provisions of this Ordinance.

In lieu of the proceeds of such taxes being deposited with the Treasurer, the Escrow Agreement may authorize the County Collectors of Cook and DuPage Counties to deposit the proceeds of the Pledged Taxes directly into the Escrow Account, if such Account has been created.

**SECTION 11.** In the event that amounts to be deposited in the Escrow Account are not available in time to make any payments of Compound Accreted Value or principal of or interest on the Bonds when due, then the fiscal officers of the City are hereby directed to make such payments in accordance with the Escrow Agreement, if any, from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of such taxes and when the proceeds of the taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the Compound Accreted Value or principal of and interest on the Bonds as the same become due.

**SECTION 12.** A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each year beginning in 1993, to and including 2021, to extend the Pledged Taxes levied pursuant to Section 8 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

A copy of this Ordinance, duly certified by the City Clerk, shall also be filed with the Escrow Agent, if any, the Bond Registrar, and if the County Collectors of Cook and DuPage Counties are authorized to deposit the proceeds of the Pledged Taxes directly with the Escrow Agent pursuant to Section 10 hereof, with such County Collectors.

**SECTION 13.** Subject to the limitations set forth in this Section 13, the City Comptroller is hereby authorized to sell all or any portion of the Bonds from time to time, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Vice Chairman of the Committee on Finance of the City Council or the Chairman of the Committee on the Budget of the City Council, on such terms as the City Comptroller may deem to be in the best interests of the City.

In connection with the sale of each series of Bonds, the City Comptroller shall make the following determinations: (a) the original principal amount of such series (which, together with all Bonds previously issued by the City pursuant to this Ordinance, shall not exceed the applicable amount set forth in Section 2 hereof), (b) whether the Bonds of such series will be issued as Current Interest Bonds or Capital Appreciation Bonds, (c) the aggregate principal amount of Bonds of each series maturing or subject to mandatory redemption in each year (subject to the limitations set forth in Section 3 hereof), (d) the interest rate or rates per annum payable on the Bonds if issued as Current Interest Bonds, the Yield to Maturity and Original Principal Amount if issued as Capital Appreciation Bonds (subject to the applicable maximum interest rate or Yield to Maturity set forth in Section 3 hereof), (e) whether the Bonds of such series will be issued in book-entry or certificated form and the name of the book-entry depository, (f) the redemption provisions applicable to the Bonds of such series (subject to the provisions of Section 4(d) hereof), (g) the mandatory tender provisions applicable to the Bonds (subject to the provisions of Section 4(e) hereof), (h) the sale price of the Bonds of such series (not less than 98% of the original principal amount thereof less any original issue discount), (i) whether the Bonds of such series will be insured and the name of the bond insurer providing such insurance, (j) the commercial banks or other firms underwriting the Bonds of such series, and (k) the name of the Bond Registrar (which shall be a banking institution having its principal corporate trust office in the City of Chicago).

Subsequent to each such sale, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth each of the determinations made by the City Comptroller pursuant to this Section 13, and thereafter the Bonds so sold shall be duly prepared and executed in the form and manner provided herein.

The City Comptroller is hereby authorized to execute and deliver a contract of purchase with respect to each sale of all or a portion of the Bonds. Each contract of purchase shall be in substantially the form previously used for general obligation financings of the City with appropriate revisions to reflect the terms and provisions of the Bonds. Kemper Securities, Inc. is hereby appointed as the senior managing underwriter with respect to the initial series of Bonds issued pursuant to this Ordinance.

In connection with any sale of the Bonds, the City Comptroller is hereby authorized to obtain a policy of bond insurance from such recognized bond insurer as the City Comptroller shall determine, if the City Comptroller determines such bond insurance to be desirable in connection with such sale of the Bonds.

In the event that a portion of the Bonds are sold so as to require the levy of taxes in such year less than the amount specified therefor in Section 8 hereof, then the City Comptroller shall, on or prior to December 31 of such year, notify the City Council of the amount of reduction in the amount levied in Section 8 hereof for such year resulting from such sale with lesser maturities (after taking into account mandatory redemptions) or at a lower rate or rates of interest, and, in addition, the City Comptroller shall file in the respective offices of the County Clerks certificates of tax abatement for the year. In the event that upon the final sale of the Bonds, such Bonds have been sold (after taking into account mandatory redemptions) so as to require the levy of taxes in that year or any succeeding year less than the amount specified therefor in Section 8 hereof, then the City Comptroller shall include, in the final notification of sale to the City Council described in the third paragraph of this Section 13, the amount of reduction in the amount levied in Section 8 hereof for that year and any succeeding year resulting from such sale with lesser maturities (after taking into account mandatory redemptions) or lesser payments of interest, and, in addition, the City Comptroller shall file in the respective offices of the County Clerks certificates of tax abatement for such year or years. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of taxes levied pursuant to Section 8 hereof, shall indicate the amount of reduction in the amount of taxes levied by the City resulting from the then-current sale of the Bonds, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by said County Clerks.

The preparation, use and distribution of a preliminary official statement and an official statement relating to each sale and issuance of the Bonds are hereby approved. The Mayor and City Comptroller are each hereby

authorized to execute and deliver an official statement relating to each sale and issuance of the Bonds on behalf of the City. The preliminary official statement and official statement herein authorized shall be in substantially the forms previously used for general obligation financings of the City with appropriate revisions to reflect the terms and provisions of the Bonds and to describe accurately the current financial condition of the City and the parties to the financing.

The Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the purchasers in accordance with the terms of sale.

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

**SECTION 14.** The proceeds from the sale of any of the Bonds shall be used as follows:

(a) The sum representing the accrued interest received from any such sale shall be used to pay the first interest becoming due on the Bonds sold, and to that end, shall be deposited in the Escrow Account, if established.

(b) From the sale proceeds derived from time to time of the Bonds, (i) such sum as may be determined by the City Comptroller to be necessary to pay not more than one year of interest on the Bonds sold to produce said proceeds may be used to pay such interest, and to that end, may be deposited in the Escrow Account, if established, and (ii) the sum determined by the City Comptroller to be necessary to pay, or reimburse the City for the payment of, the costs of the System shall be deposited to the credit of the Bond Project Fund if created and established pursuant to Section 15 hereof or otherwise shall be held by the City.

(c) From the sale proceeds of the Bonds not applied as provided in paragraphs (a) and (b) above, the amount deemed necessary by the City Comptroller shall be applied to the payment of the costs of issuance of the Bonds and related administrative costs, including the premium for bond insurance, if any, and any unexpended portion of the sale proceeds shall be paid to the City.

**SECTION 15.** (a) The City may establish a special depository account, separate and segregated from all other funds and accounts of the City (the

"Project Fund"), to be maintained with a bank or trust company to be designated by the City Comptroller into which there shall be deposited the proceeds of the Bonds described in clause (ii) of paragraph (b) of Section 14 hereof. Moneys on deposit in the Project Fund shall be withdrawn upon requisition of the City Comptroller specifying the purpose for which such requisition is being made. Pending the use of moneys held in the Project Fund, such moneys shall be invested at the direction of the City Comptroller. Income from such investments shall be credited to the Project Fund unless otherwise directed by the City Comptroller.

SECTION 16. The City covenants that it will take no action in the investment of the proceeds of the Bonds that would result in making the interest payable on any of the Bonds subject to federal income taxes by reason of the Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as heretofore or hereafter amended (the "Code").

The City further covenants that it will act with respect to the proceeds of the Bonds, the earnings on the proceeds of the Bonds and any other moneys on deposit in any fund or account maintained in respect of the Bonds, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on the Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code, or any successor Internal Revenue Code of the United States of America. The City Comptroller is hereby authorized to execute such agreements as shall be necessary, in the opinion of nationally recognized municipal bond counsel, to evidence the City's compliance with the covenants contained in this paragraph.

SECTION 17. If payment or provision for payment is made, to or for the holders and owners of the Bonds, of the Compound Accreted Value or principal, premium, if any, of and interest due and to become due thereon at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Bond Registrar, or the applicable Escrow Agent as provided in Section 10 hereof, all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted as to such Bonds shall cease, determine and be void, except for purposes of registration, transfer and exchange of such Bonds and any such payment from such moneys or obligations. Any Bond shall be deemed to be paid within the meaning of this Section when payment of the Compound Accreted Value of any such Capital Appreciation Bond or the principal, premium, if any, of any such Current Interest Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Ordinance or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Bond Registrar, or the applicable Escrow Agent as provided in Section 10 hereof, in trust and exclusively for such payment (1) moneys sufficient to make such payment or (2) (A) direct obligations of the United States of



America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America; or (C) instruments evidencing an ownership interest in obligations described in the preceding clauses (A) and (B), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purposes of registration, transfer and exchange of such Bonds and any such payment from such moneys or obligations.

No such deposit under this section shall be made or accepted hereunder and no use made of any such deposit unless the Bond Registrar or the applicable Escrow Agent, as the case may be, shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any of such Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code or any successor provision thereto.

SECTION 18. This Ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance and the Bonds.

SECTION 19. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of such registered owners except as herein expressly provided. All of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Ordinance.

SECTION 20. The Mayor, the City Clerk and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor, the City Clerk or the City Comptroller pursuant to this ordinance and any instrument, certificate or document required thereby. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such

person shall be authorized to sign as proxy for the Mayor, the City Clerk and the City Comptroller, respectively. A written signature of the Mayor, the City Clerk or the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signature attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor, the City Clerk or the City Comptroller is placed on an instrument, certificate or document at the direction of the Mayor, the City Clerk or the City Comptroller, as the case may be, in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor, the City Clerk or the City Comptroller in person, as the case may be.

SECTION 21. If requested by the Bond Registrar, the Mayor, the City Comptroller and the City Clerk are authorized to execute the customary form of agreement between the City and the Bond Registrar with respect to the obligations and duties thereof.

SECTION 22. The Mayor or the City Comptroller is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by the City Comptroller, the purpose of which is to reduce the City's interest cost with respect to the Bonds or other general obligation notes or bonds of the City or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements at any one time shall not exceed \$250,000,000 (net of offsetting transactions entered into by the City). Any such agreement to the extent practicable shall be in substantially the form of the Local Currency -- Single Jurisdiction version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association, and in appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications. Amounts payable by the City under any such agreement shall constitute operating expenses of the City payable from any moneys, revenues, receipts, income, assets or funds of the City available for such purpose. Such amounts shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 22 shall limit or restrict the authority of the Mayor or the City Comptroller to enter into similar agreements pursuant to prior authorization of this City Council.

**SECTION 23.** The City Comptroller is hereby authorized to execute and deliver on behalf of the City an intergovernmental agreement with the Board (the "Intergovernmental Agreement") providing for the transfer of amounts on deposit in the Emergency Telephone System Fund to pay principal of and interest on the Bonds as the same shall become due at maturity or upon mandatory redemption. Any such Intergovernmental Agreement may contain such covenants and provisions regarding (i) the use of moneys on deposit in the Emergency Telephone System Fund, (ii) the management, operation and maintenance of the System, and (iii) the issuance of additional bonds payable from proceeds of the Emergency Telephone System Surcharge or from amounts on deposit in the Emergency Telephone System Fund, as shall be determined to be necessary or advisable by the City Comptroller and the Board.

**SECTION 24.** Nothing contained in this Ordinance shall restrict or limit the application of the proceeds of the Bonds to or for the purpose of paying the costs of capital facilities and improvements of the City other than the System, provided that such Bond proceeds are reappropriated for such purpose by this City Council and such application is approved by the Budget Director of the City.

**SECTION 25.** That certain ordinance authorizing the issuance of not to exceed \$95,000,000 aggregate principal amount of Emergency Telephone System Revenue Bonds, Series 1990 (9-1-1 Project), duly adopted by the City Council of the City on December 6, 1989, is hereby repealed in all respects.

**SECTION 26.** 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.

This Ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 25 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance, and this ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication.

## REGULAR ORDER OF BUSINESS RESUMED.

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PROPERTY AT 636 WEST ROOT STREET APPROVED FOR CLASS  
6(b) TAX INCENTIVES PURSUANT TO COOK COUNTY  
REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, having had under consideration a resolution authorizing the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for property located at 636 West Root Street, 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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property located within Cook County and 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, RHSCO (pronounced risco) Enterprises, Inc., is the owner of the property commonly known as 636 West Root Street, Chicago, Illinois (hereinafter referred to as the "subject property"), and intends to construct a 7,000 square foot addition on the subject property 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 RHSCO Enterprises, Inc., and used for baking and processing food items; and

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

WHEREAS, The execution of this new construction and the future use of the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the improvements to and utilization thereof will generate significant new revenue to the City in the form of real estate and other tax revenues; and

WHEREAS, The Permanent Real Estate Index Numbers for the subject property are: 20-04-114-056-0000; 20-04-114-005-0000; 20-04-114-019-0000; 20-04-114-020-0000; 20-04-114-021-0000; 20-04-114-022-0000; and 20-04-114-023-0000; 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, Illinois, has determined that the incentives provided by the Class 6(b) tax incentive are both necessary and appropriate for 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: 20-04-114-056-0000; 20-04-114-005-0000; 20-04-114-019-0000; 20-04-114-020-0000; 20-04-114-021-0000; 20-04-114-022-0000; and 20-04-114-023-0000; 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 adoption or as otherwise provide by law.

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AMENDMENT OF TITLE 7, CHAPTER 28, SECTION 250  
OF MUNICIPAL CODE OF CHICAGO TO PERMIT  
REIMBURSEMENT OF REFUSE COLLECTION  
COSTS FOR BUSINESSES ENGAGED IN  
RESOURCE RECOVERY  
OF RECYCLABLE  
MATERIALS.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, having had under consideration an ordinance amending Chapter 7-28 of the Municipal Code of the City of Chicago concerning the cooperative and condominium refuse rebate ordinance, 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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The following language shall be added to Section 7-28-250 of the Chicago Municipal Code:

*For purposes of this section, refuse shall include recyclable materials and the rebate authorized herein shall apply to collections made by business entities engaged in resource recovery. Provided, however, that nothing in this paragraph shall be construed to increase the total amount of rebate authorized in this section.*

SECTION 2. This ordinance shall take effect immediately upon its passage and shall apply to any application for rebate covering collections made during 1992 and subsequent years.

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO  
MOTOR FUEL TAX REVENUE BONDS,  
REFUNDING SERIES 1993.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Motor Fuel Tax Revenue Bonds, Refunding Series 1993, in an amount not to exceed \$100,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, 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.

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



Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 1:35 P.M..

The following is said ordinance as passed:

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

*Article I.*

*Authority, Definitions, Findings And Determinations.*

SECTION 101. Authority.

This Series Ordinance is adopted in accordance with the provisions of the City's Motor Fuel Tax Revenue Bonds General Ordinance, adopted November 28, 1990.

SECTION 102. Definitions.

(a) All terms that are defined in Article I of the General Ordinance have the same meanings, respectively, in this Series Ordinance, unless the context clearly indicates otherwise.

(b) For purposes of this Series Ordinance, the following words, terms and phrases shall have the following meanings, unless the context indicates a different meaning:

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement entered into with respect to the Series 1993 Bonds by the City and the Initial Purchasers.

"Determination Certificate" means the certificate of the Comptroller filed with the Office of the City Clerk addressed to the City Council, as provided in Section 209(e) of this Series Ordinance.

"Escrow Account" shall mean the account by that name established pursuant to the Escrow Deposit Agreement.

"Escrow Deposit Agreement" shall have the meaning set forth in Section 209(f) of this Series Ordinance.

"General Ordinance" shall mean the City's Motor Fuel Tax Revenue Bonds General Ordinance, adopted November 28, 1990.

"Initial Purchasers" shall mean a group of underwriters managed by Lazard Freres & Co..

"1990 Series Ordinance" shall mean the City's Series Ordinance with respect to the Series 1990 Bonds, adopted November 28, 1990 in accordance with the provisions of the General Ordinance.

"Series 1990 Bonds" shall mean the City's Motor Fuel Tax Revenue Bonds, Series 1990, authorized by Article II of the 1990 Series Ordinance.

"Series 1990 Bonds Project Account" shall mean the account of that name established pursuant to Section 301 of the 1990 Series Ordinance.

"Series 1993 Bonds" shall mean the City's Motor Fuel Tax Revenue Bonds, Refunding Series 1993, authorized by Article II of this Series Ordinance.

"Use of Motor Fuel Tax Funds Act" shall mean 605 ILCS 5/7-202, et seq. (1992) (formerly Division 2 of Article 7 of the Illinois Highway Code, Ill. Rev. Stat., Ch. 121, para. 7-202, et seq. (1991)), as amended.

### **SECTION 103. Findings And Determinations.**

It is found and declared by the City Council of the City as follows:

(a) The City Council of the City, by the General Ordinance, has provided for the issuance from time to time of Bonds for any lawful purpose under the Use of Motor Fuel Tax Funds Act.

(b) The City may, by the General Ordinance, issue Additional Bonds to pay, purchase, redeem or refund Outstanding Bonds if the total amount of required deposits in the Debt Service Fund with respect to all Outstanding Bonds after the issuance of the Additional Bonds will not be in excess of such required deposits for all Outstanding Bonds prior to the issuance of those Additional Bonds in each Fiscal Year in which any of those Outstanding Bonds prior to the issuance of the Additional Bonds remain Outstanding.

(c) It is necessary and in the best interest of the City to borrow money for the purpose of (i) providing funds to advance refund the Series 1990 Bonds, (ii) paying for the Credit Support Instrument, if any, pertaining to the Series 1993 Bonds, (iii) paying certain expenses incurred in connection with the issuance of the Series 1993 Bonds and the advance refunding of

the Series 1990 Bonds, (iv) providing the required deposit to the Debt Service Reserve Fund Account created under this Series Ordinance, in the case of clauses (i) through (iv) of this Section 103(c) to the extent that monies held under the 1990 Series Ordinance are not so applied, and (v) replenishing the Series 1990 Bonds Project Account to the extent of monies withdrawn from that Account and deposited in the Escrow Account.

(d) The City is authorized by its home rule powers to issue the Series 1993 Bonds to evidence these obligations.

(e) The City has determined and does hereby determine that it is necessary and desirable to issue the Series 1993 Bonds as provided in this Series Ordinance to evidence the borrowing.

## *Article II.*

### *Authorization Of The Series 1993 Bonds.*

#### **SECTION 201. Principal Amount And Designation.**

The City shall borrow money for the purposes specified in Section 202 of this Series Ordinance and in evidence of its obligation to repay the borrower shall issue the Series 1993 Bonds in an aggregate principal amount not to exceed \$100,000,000 plus the amount of original issue discount as provided by the Comptroller as authorized under this Article II (or shall borrow and issue such lesser amount as is provided by Section 209 of this Series Ordinance). The Series 1993 Bonds shall be designated "City of Chicago Motor Fuel Tax Revenue Bonds, Refunding Series 1993". The Series 1993 Bonds shall be limited obligations of the City having a claim for payment of principal, redemption, premium and interest solely from Motor Fuel Tax Revenues which lawfully may be used for the payment of Municipal Indebtedness on an equal and ratable basis with any other Additional Bonds that may be issued. The Series 1993 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation of indebtedness. Each Series 1993 Bond shall contain a statement to that effect.

#### **SECTION 202. Purposes.**

The borrowing and issuance of the Series 1993 Bonds authorized in Section 201 of this Ordinance shall be (i) to provide funds to advance refund the outstanding Series 1990 Bonds, (ii) to pay the premium or fee for a Credit Support Instrument, if any, pertaining to the Series 1993 Bonds, (iii) to pay

certain expenses incurred in connection with the issuance of the Series 1993 Bonds and the advance refunding of the Series 1990 Bonds, (iv) to provide funds to deposit in the Debt Service Reserve Account as provided in Section 303 of this Ordinance, in the case of clauses (i) through (iv) of this Section 202, to the extent that monies held under the 1990 Series Ordinance are not so applied, and (v) to replenish the Series 1990 Bonds Project Account to the extent of monies withdrawn from that Account and deposited in the Escrow Account.

#### SECTION 203. Date, Denominations, Numbers.

The Series 1993 Bonds shall be issued as fully registered bonds in denominations of \$5,000 or any integral multiple of that amount. Series 1993 Bonds issued prior to the first interest payment date shall be dated as of the first day of the month in which the Bond Purchase Agreement with respect to the Series 1993 Bonds is executed by the City and delivered to the Initial Purchasers. Series 1993 Bonds issued on or subsequent to the first interest payment date shall be dated as provided in Section 301(3) of the General Ordinance. Series 1993 Bonds shall be numbered as provided in the Determination Certificate. Neither the City nor the Trustee shall be obligated to make any exchange or transfer of the Series 1993 Bonds during the period from any record date to the next interest payment date on the Series 1993 Bonds or to make any such transfer or exchange in the case of any Series 1993 Bond proposed to be redeemed after the selection by the Trustee of such Series 1993 Bond for redemption.

#### SECTION 204. Maturity.

The principal of the Series 1993 Bonds shall be payable (either at maturity or pursuant to mandatory sinking fund redemption) on January 1 of each year beginning with the first principal payment date, which shall not be later than January 1, 1995, and ending with final maturity, which shall not be later than January 1, 2023. The Series 1993 Bonds shall be issued as Serial Bonds, as Term Bonds or any combination of Serial Bonds or Term Bonds. The maturities for the Series 1993 Bonds and any designation of Series 1993 Bonds shall be provided in the Determination Certificate, which shall be consistent with terms of sale of the Series 1993 Bonds in the Bond Purchase Agreement.

#### SECTION 205. Redemption, Notice Of Redemption, Terms.

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

Determination Certificate, each and all of which the Comptroller is authorized and directed to determine and approve on behalf of and in the name of the City. Any such Series 1993 Bonds first shall be subject to optional redemption at any time after the first optional redemption date established in the Determination Certificate, as to those Series 1993 Bonds with a maturity later than the date upon which an optional redemption is first authorized, at an initial Redemption Price not greater than 103% of the principal amount of the Series 1993 Bonds to be so redeemed.

(b) **Mandatory Sinking Fund Redemption.** Any term Series 1993 Bonds subject to mandatory sinking fund redemption shall be selected for redemption by lot by the Trustee, as provided below, and shall be so redeemed at a Redemption Price of 100% of the principal amount of the Series 1993 Bonds to be redeemed plus accrued interest to the date fixed for redemption if not an interest payment date. To the extent that term Series 1993 Bonds subject to mandatory sinking fund redemption have previously been called for redemption in part otherwise than from a sinking fund payment, one or more annual sinking fund payments for such term Series 1993 Bonds shall be reduced by the amount determined by the City in its sole discretion, which determination shall be made by the Comptroller, provided that any reduction of any annual sinking fund payment shall be in an amount of \$5,000 or any integral multiple of that amount. Written notice of that determination shall be sent promptly by the Comptroller to the Trustee.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the term Series 1993 Bonds through purchase in the open market. Series 1993 Bonds shall not be purchased in the open market at a price in excess of the principal amount of the Series 1993 Bonds plus the redemption premium, if any, applicable to the redemption of such Series 1993 Bonds on the next date on which they may be optionally redeemed plus accrued and unpaid interest on the principal of the purchased Series 1993 Bonds to the date of purchase. The total principal amount of Series 1993 Bonds of any maturity which shall be redeemed pursuant to purchase on the open market shall be a credit against and a reduction of any one or more applicable annual sinking fund installments determined by the City in its sole discretion, which determination shall be made by the Comptroller, provided that any reduction of any annual sinking fund payment shall be in an amount of \$5,000 or any integral multiple of that amount. Written notice of that determination shall be sent promptly by the Comptroller to the Trustee.

(c) **Special Mandatory Redemption.** The Series 1993 Bonds may also be subject to special mandatory redemption at a Redemption Price equal to 100% of the principal amount of the Series 1993 Bonds to be redeemed, plus accrued interest to the date fixed for redemption if not an interest payment date, when the amount on deposit in the Series 1993 Bonds Special Mandatory Redemption Account established pursuant to Section 302(a) of this Series Ordinance equals or exceeds \$10,000 on the 45th day next

preceding the redemption date. The amounts so deposited and applied to such special mandatory redemption shall consist of certain Motor Fuel Tax Revenues received by the City in excess of a base amount as established in the Determination Certificate (the "Designated Excess Amount") and/or from such other amounts as the City may in its sole discretion deposit directly in the Series 1993 Bonds Special Mandatory Redemption Account.

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

(e) **Notice of Redemption.** In addition to the requirements set forth in Section 405 of the General Ordinance, any notice of redemption shall be given by the Trustee on behalf of the City by mailing a copy of the notice by certified mail, return receipt requested, to any securities depositories that are Registered Owners of the Series 1993 Bonds, to two national information services such as Kenny Information Systems Notification Service, 65 Broadway, 16th Floor, New York, New York 10006, or Standard & Poor's Called Bond Record, 25 Broadway, New York, New York, 10004, and to the Registered Owners of \$1,000,000 or more in aggregate principal amount of the Outstanding Series 1993 Bonds. Notice of redemption to the securities depositories shall be given by certified mail in sufficient time so that such notice is received at least two days before the giving of the general notice of redemption. Failure of any such national information service or Registered Owner to receive any such notice shall not affect the validity of the proceedings for the redemption of Series 1993 Bonds.

Each notice of redemption shall state as a minimum, the complete official name of the issue, including series designation, C.U.S.I.P. number, Series 1993 Bond numbers, amounts called of each Series 1993 Bond for partial redemption, the date notice is given, the date of the issue, the interest rate and maturity date of the Series 1993 Bonds being redeemed, the redemption date, the Redemption Price and the place or places of payment of the Redemption Price, including the name of the Trustee and appropriate address or addresses with name of the contact person and telephone number at the Trustee where payment will be made.

If any of the Series 1993 Bonds are redeemed pursuant to an advance refunding, notice of such advance refunding and redemption shall be given in the same manner as provided in this Series Ordinance and the General Ordinance and within the same time period with respect to the actual redemption date.

Notwithstanding any contrary provision in Section 1201(3) of the General Ordinance, any monies held by the Trustee in trust for the payment of the Redemption Price of any of the Series 1993 Bonds which remain unclaimed, shall be retained by the Trustee for at least one year after the final maturity date of the Series 1993 Bonds or advance refunding date, if applicable, and, after such date, upon the City's written request, shall be repaid by the Trustee to the City as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect to such amounts and the Registered Owners of such Series 1993 Bonds shall look only to the City for the payment of such Series 1993 Bonds.

#### SECTION 206. Interest.

The Series 1993 Bonds shall bear interest from their date until principal is paid at a rate or rates per year determined by the Comptroller and provided in the Determination Certificate, which shall be in the judgment of the Comptroller the best interest rates for which the Series 1993 Bonds can be sold in the market and which, in the aggregate, result in a true interest cost (expressed as a percentage) not in excess of seven percent computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 1993 Bonds shall be payable semiannually on January 1 and July 1 in each year, with the first interest payment date being fixed by the Comptroller in the Determination Certificate.

#### SECTION 207. Places And Medium Of Payment.

The principal and Redemption Price of all Series 1993 Bonds (and the interest payable on any date of redemption other than on an interest payment date) shall be payable at the principal corporate trust office of the Trustee, which is appointed Paying Agent for the Series 1993 Bonds. Interest on the Series 1993 Bonds payable on any interest payment date shall be payable by check mailed by the Trustee to the Registered Owners of the Series 1993 Bonds at their addresses as shown on the registration books of the City maintained by the Trustee. The interest payable on the Series 1993 Bonds on each interest payment date will be paid to the persons in whose names the Series 1993 Bonds are registered at the close of business on the 15th day of the month next preceding that interest payment date. Upon request of a Registered Owner of at least \$1,000,000 principal amount of the Series 1993 Bonds Outstanding, all payments of principal of, Redemption Price and interest on the Series 1993 Bonds shall be paid by wire transfer in

immediately available funds to an account designated by such Registered Owner. The Trustee shall ensure that C.U.S.I.P. number identification with appropriate dollar amounts for each C.U.S.I.P. number accompany all payments of principal, Redemption Price and interest, whether payment is made by presentation, by check or by wire transfer.

#### SECTION 208. Global Book-Entry System.

The Series 1993 Bonds initially shall be issued in the form of a separate single fully registered Series 1993 Bond for each of the maturities of the Series 1993 Bonds as provided in Section 204 of this Series Ordinance. Upon initial issuance, the ownership of each such Series 1993 Bond shall be registered upon the books of the City in the name of Kray & Co., or any successor thereto ("Kray"), as nominee of Midwest Securities Trust Company, Chicago, Illinois, and its successors and assigns ("Midwest"). All of the Outstanding Series 1993 Bonds shall be registered upon the books of the City in the name of Kray, as nominee of Midwest, except as provided below. The Comptroller is authorized to execute and deliver on behalf of the City such letters to or agreements with Midwest and the Trustee as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to in this Series Ordinance as the "Representation Letter").

With respect to Series 1993 Bonds registered upon the books of the City in the name of Kray, as nominee of Midwest, the City and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which Midwest holds Series 1993 Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to in this Series Ordinance as a "Midwest Participant") or to any person on behalf of whom such a Midwest Participant holds an interest in the Series 1993 Bonds. Without limiting the immediately preceding sentence, the City and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of Midwest, Kray or any Midwest Participant with respect to any ownership interest in the Series 1993 Bonds, (ii) the delivery to any Midwest Participant or any other person, other than a Registered Owner of a Series 1993 Bond as shown upon the books of the City, of any notice with respect to the Series 1993 Bonds, including any notice of redemption, or (iii) the payment to any Midwest Participant or any other person, other than a Registered Owner of a Series 1993 Bond as shown upon the books of the City, of any amount with respect to principal of, Redemption Price or interest on the Series 1993 Bonds. The City and the Trustee may treat and consider the person in whose name each Series 1993 Bond is registered upon the books of the City as the holder and absolute owner of such Bond for the purpose of payment of principal of, Redemption Price and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to



such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, Redemption Price and interest on the Series 1993 Bonds only to or upon the order of the respective Registered Owners of the Series 1993 Bonds, as shown upon the books of the City, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective fully to satisfy and discharge the City's obligations with respect to payment of principal of, Redemption Price and interest on the Series 1993 Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner of a Series 1993 Bond as shown upon the books of the City shall receive a Series 1993 Bond certificate evidencing the obligation of the City to make payment of principal, Redemption Price and interest with respect to any Series 1993 Bond. Upon delivery by Midwest to the Trustee of written notice to the effect that Midwest has determined to substitute a new nominee in place of Kray, and subject to the provisions in Section 207 of this Series Ordinance with respect to the payment of interest by the mailing of checks or by wire transfer to the Registered Owners of Series 1993 Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Kray" in this Series Ordinance shall refer to such new nominee of Midwest.

In the event that (i) the Comptroller determines that Midwest is incapable of discharging its responsibilities described in this Series Ordinance and in the Representation Letter, (ii) the agreement among the City, the Trustee and Midwest evidenced by the Representation Letter shall be terminated for any reason or (iii) the Comptroller determines that it is in the best interests of the beneficial owners of the Series 1993 Bonds that they be able to obtain certificated Series 1993 Bonds, the City shall notify Midwest and Midwest Participants of the availability through Midwest of Series 1993 Bond certificates and the Series 1993 Bonds shall no longer be restricted to being registered upon the books of the City in the name of Kray, as nominee of Midwest. At that time, the Comptroller may determine that the Series 1993 Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Comptroller, or such depository's agent or designee, and if the Comptroller does not select such alternate universal book-entry system, then the Series 1993 Bonds may be registered in whatever name or names Registered Owners of Series 1993 Bonds transferring or exchanging such Bonds shall designate, in accordance with the provisions of Section 302 of the General Ordinance.

Notwithstanding any other provision of this Series Ordinance or the General Ordinance to the contrary, so long as any Series 1993 Bond is registered in the name of Kray, as nominee of Midwest, all payments with respect to principal of, Redemption Price and interest on such Series 1993 Bond and all notices with respect to such Series 1993 Bond shall be made and given, respectively, in the manner provided in the Representation Letter. To the extent any provision of the Representation Letter is in conflict with this Series Ordinance, the provision of the Representation Letter shall be controlling.

## SECTION 209. Sale Of Series 1993 Bonds.

(a) The Comptroller is authorized to execute on behalf of the City a contract for the sale by the City of the Series 1993 Bonds pursuant to a negotiated sale. Except as otherwise provided in this Section 209, the purchase price shall not be less than 98% of the original principal amount of the Series 1993 Bonds, plus accrued interest, less the amount of original issue discount, if any, on the Series 1993 Bonds from their date to the date of their delivery, and on such terms as he or she may deem to be in the best interests of the City as provided in this Series Ordinance. Such terms include, without limitation, (i) the aggregate principal amount of the Series 1993 Bonds, (ii) the amount of any original issue discount, (iii) the maturities of the Series 1993 Bonds, (iv) the issuance of the Series 1993 Bonds as Serial Bonds, Term Bonds subject to mandatory sinking fund redemption, Series 1993 Bonds subject to optional redemption and special mandatory redemption or any combination of Serial Bonds or Term Bonds, (v) the numbering of the Series 1993 Bonds, (vi) the amount of proceeds of the Series 1993 Bonds to be deposited in the Escrow Account and the amount of proceeds of the Series 1993 Bonds to be deposited in the Series 1990 Bonds Project Account to replenish monies withdrawn from that Account and deposited in the Escrow Account, (vii) the interest rate or rates for the Series 1993 Bonds and the first interest payment date on the Series 1993 Bonds, (viii) the Designated Excess Amount to be applied in the special mandatory redemption of the Series 1993 Bonds and (ix) the prices and other terms upon which the Series 1993 Bonds are subject to redemption, all as provided in and subject to the limitations expressed in this Article II, including the limitation specified in Section 206 of this Article II. Any Series 1993 Bonds sold at an original issue discount shall have a principal amount (net of original issue discount) not to exceed \$100,000,000 and shall be sold in aggregate at an original issue discount of not to exceed 20% of their principal amount. The terms of the Series 1993 Bonds shall provide for the Debt Service Requirement of the Series 1993 Bonds at a level structured to optimize the savings to the City resulting from the advance refunding of the Series 1990 Bonds. Such a structure may contemplate variations in the Debt Service Requirement of the Series 1993 Bonds from Fiscal Year to Fiscal Year caused by special mandatory redemption provisions with respect to the Series 1993 Bonds and such other factors as the Comptroller shall determine. The Comptroller may in the Determination Certificate make such changes to the terms of the Series 1993 Bonds and the form of the Series 1993 Bonds from those provided in this Series Ordinance as he or she shall determine but which shall result in the Series 1993 Bonds having substantially the terms and being in substantially the form provided by this Series Ordinance. The Series 1993 Bonds shall be then duly prepared and executed in the form and manner provided in this Series Ordinance and delivered to the Comptroller for delivery to the Initial Purchasers in accordance with the terms of sale. The Comptroller is further authorized to take the actions and execute and deliver the documents and instruments

specified in this Series Ordinance and to execute and deliver such other documents and take such other actions as may be necessary or desirable in connection with the Series 1993 Bonds, including, but not limited to, the exercise following the delivery date of the Series 1993 Bonds of any power or authority delegated to the Comptroller under this Series Ordinance upon original issuance, but subject to any limitations on or restrictions of such power or authority set forth in this Series Ordinance.

(b) The City shall enter into the Bond Purchase Agreement with the Initial Purchasers in substantially the form previously used for similar revenue bond financings of the City, with appropriate revisions to reflect the terms and provisions of the Series 1993 Bonds and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Series 1993 Bonds. The Comptroller is authorized and directed to execute the Bond Purchase Agreement on behalf of and in the name of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council (to be filed in the Office of the City Clerk and addressed to the City Council).

(c) The City shall cause there to be prepared and delivered to prospective purchasers of the Series 1993 Bonds a Preliminary Official Statement substantially in the form previously used for similar revenue bond financings of the City, with appropriate revisions to reflect the terms and provisions of the Series 1993 Bonds and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Series 1993 Bonds, including without limitation the specification of all amounts or sums in the Preliminary Official Statement, as shall be approved by the Comptroller. Upon sale of the Series 1993 Bonds, the Comptroller is authorized and directed to cause the final Official Statement to be prepared, executed and (i) delivered to the Initial Purchasers and (ii) filed with the Office of the City Clerk and addressed to the City Council. The circulation by the Initial Purchasers of the Preliminary Official Statement and the Official Statement is approved.

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

(e) Subsequent to such sale, the Comptroller shall file in the Office of the City Clerk, addressed to the City Council, (i) a Determination Certificate setting forth the terms of sale of the Series 1993 Bonds, the interest rate or

rates on the Series 1993 Bonds, the numbering of the Series 1993 Bonds, the redemption terms for the Series 1993 Bonds and such other terms identified in Section 209(a) of this Series Ordinance, (ii) an executed copy of the Bond Purchase Agreement, reflecting concurrence of the Chairman of the Committee on Finance of the City Council in the determinations made by the Comptroller as to the terms of sale of the Series 1993 Bonds, (iii) the final Official Statement of the City as provided in Section 209(c) of this Series Ordinance and (iv) the final Escrow Deposit Agreement as provided in Section 209(f) of this Series Ordinance.

(f) The City shall enter into an Escrow Deposit Agreement (the "Escrow Deposit Agreement") with an escrow agent to be designated by the Comptroller substantially in the form previously used for similar advance refunding financings of the City, with appropriate revisions to reflect the terms and provisions of the advance refunding of the Series 1990 Bonds and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the advance refunding of the Series 1990 Bonds. The Comptroller is also authorized to execute on behalf of the City one or more contracts by which amounts coming due on investments of the Escrow Account may be reinvested until required, all as provided in the Escrow Agreement.

#### SECTION 210. Interest Rate Agreement.

The Mayor or the Comptroller is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by the Comptroller, the purpose of which is to reduce the City's interest cost with respect to the Series 1993 Bonds, or to reduce the City's exposure to fluctuations in the interest rate or rates payable on the Series 1993 Bonds or any other obligations secured by Motor Fuel Tax Revenues or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or securities). Amounts payable by the City under any such agreement shall constitute operating expenses of the City payable from any moneys, revenues, receipts, income, assets or funds of the City available for such purpose. Such amounts shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 210 shall limit or restrict the authority of the Mayor or the Comptroller to enter into similar agreements pursuant to prior authorization of this City Council.

*Article III.*

*Disposition Of The Proceeds Of The Series 1993 Bonds; Accounts;  
Debt Service Reserve Fund And Debt Service Fund Deposits;  
Deposit To Series 1990 Bonds Project Account;  
Computation Of Motor Fuel Tax Revenues  
Deposited Into Debt Service Fund.*

**SECTION 301. Disposition Of Proceeds Of The Series 1993 Bonds.**

All amounts received upon the issuance of the Series 1993 Bonds, other than amounts to be deposited in the Debt Service Fund as provided in Section 302 of this Series Ordinance, costs of issuance of the Series 1993 Bonds to be paid in connection with the issuance and delivery of the Series 1993 Bonds and amounts to be deposited in the Debt Service Reserve Fund as provided in Section 303 of this Series Ordinance, in the Series 1993 Bonds Project Account as provided in Section 305 of this Series Ordinance or in the Series 1990 Bonds Project Account as provided in Section 306 of this Series Ordinance, shall be deposited in a separate account with the Trustee for the Series 1990 Bonds to accomplish the advance refunding of the Series 1990 Bonds. The proceeds so deposited with the Trustee shall be held in a segregated account established pursuant to the terms of the Escrow Deposit Agreement. Proceeds received upon the sale of the Series 1993 Bonds are appropriated for the purposes specified in this Article III.

**SECTION 302. Debt Service Fund Accounts; Deposit Requirements.**

(a) There are established as two separate accounts in the Debt Service Fund, a Series 1993 Bonds Account (the "Series 1993 Bonds Account") and a Series 1993 Bonds Special Mandatory Redemption Account (the "Series 1993 Bonds Special Mandatory Redemption Account"), each to relate solely to the Series 1993 Bonds. The Series 1993 Bonds Account shall be used to pay the principal of, the Redemption Price of (other than pursuant to a special mandatory redemption) and the interest on the Series 1993 Bonds, all pursuant to the General Ordinance. The Series 1993 Bonds Special Mandatory Redemption Account shall be used to pay the Redemption Price of the Series 1993 Bonds upon the special mandatory redemption of such Series 1993 Bonds.

(b) All accrued interest received upon the issuance of the Series 1993 Bonds shall be deposited in the Debt Service Fund to the credit of the Series 1993 Bonds Account and applied to the payment of the first interest due on the Series 1993 Bonds.

(c) The following monthly deposit requirements for interest with respect to the Series 1993 Bonds Account are hereby established:

(i) For each month prior to the first interest payment date, the City shall deposit into the Series 1993 Bonds Account an amount equal to the amount of interest coming due on the first interest payment date (minus the amount of accrued interest deposited in the Debt Service Fund upon the issuance and delivery of the Series 1993 Bonds) multiplied by a fraction, the numerator of which shall be one (1) and the denominator of which shall equal the number of full calendar months between the date of delivery of the Series 1993 Bonds and the first interest payment date minus one (1), until the full amount of the interest payment is on hand.

(ii) For each month beginning with the month in which the first interest payment occurs, the City shall deposit into the Series 1993 Bonds Account an amount equal to one-fifth of the interest coming due on the next interest payment date until the full amount of the interest payment is on hand.

(d) The following monthly deposit requirements for principal with respect to the Series 1993 Bonds Account are hereby established:

(i) For each month prior to the first principal payment date, the City shall deposit into the Series 1993 Bonds Account an amount equal to the amount of principal or mandatory redemption amount coming due on the first principal payment date multiplied by a fraction, the numerator of which shall be one (1) and the denominator of which shall equal the number of full calendar months between the date of delivery of the Series 1993 Bonds and the first principal payment date minus one (1), until the full amount of the principal payment or mandatory redemption amount is on hand.

(ii) For each month beginning with the month in which the first principal payment date occurs, the City shall deposit into the Series 1993 Bonds Account an amount equal to one-eleventh of the principal or mandatory redemption amount coming due on the next principal payment or mandatory redemption date until the full amount of the principal payment or mandatory redemption amount is on hand.

(e) The following monthly deposit requirements for any Series 1993 Bonds subject to special mandatory redemption are hereby established: the Designated Excess Amount (as designated by the Comptroller in the Determination Certificate) shall be deposited in the Series 1993 Bonds Special Mandatory Redemption Account for purposes of redeeming such Series 1993 Bonds pursuant to their special mandatory redemption provisions.

**SECTION 303. Debt Service Reserve Fund Deposit.**

There is established as a separate account in the Debt Service Reserve Fund a Series 1993 Debt Service Reserve Account (the "Series 1993 Debt Service Reserve Account") to relate solely to the Series 1993 Bonds. From the amount received upon the issuance of the Series 1993 Bonds a sufficient sum shall be deposited in the Series 1993 Debt Service Reserve Account to establish a balance in the Debt Service Reserve Fund at least equal to the Reserve Requirement, to be held and disbursed as provided in the General Ordinance. All or any part of the Reserve Requirement may be met by deposit in the Series 1993 Debt Service Reserve Account of a Reserve Fund Credit Instrument, to be valued at the Reserve Fund Credit Instrument Amount in accordance with the General Ordinance.

**SECTION 304. Rebate Account.**

There is established as a separate account in the Debt Service Fund a Series 1993 Rebate Account (the "1993 Rebate Account") to relate solely to the Series 1993 Bonds. Deposits to, investments of and disbursements from the 1993 Rebate Account shall be made in accordance with the General Ordinance and the general tax certificate to be delivered by the City in connection with the issuance of the Series 1993 Bonds.

**SECTION 305. Series 1993 Bonds Project Account.**

There is established as a separate account in the Project Fund a Series 1993 Bonds Project Account (the "Series 1993 Bonds Project Account") to relate solely to the Series 1993 Bonds. From the amount received upon the issuance of the Series 1993 Bonds monies shall be deposited in the Series 1993 Bonds Project Account for the purpose of paying costs of issuance of the Series 1993 Bonds. Amounts, if any, remaining in the Series 1993 Bonds Project Account not needed for paying those costs shall be transferred to the Series 1993 Bonds Account and used for paying interest on the Series 1993 Bonds in accordance with the provisions of the general tax certificate to be delivered by the City in connection with the issuance of the Series 1993 Bonds.

**SECTION 306. Series 1990 Bonds Project Account.**

From the amount received upon the the issuance of the Series 1993 Bonds there shall be deposited in the Series 1990 Bonds Project Account a sum sufficient to replenish such Account to the extent of monies withdrawn from such Account and deposited in the Escrow Account. Proceeds of the Series 1993 Bonds deposited in the Series 1990 Bonds Project Account pursuant to

this Section 306 shall be applied for Project Purposes in a manner consistent with the 1990 Series Ordinance.

**SECTION 307. Computation Of Motor Fuel Tax Revenues Deposited Into Debt Service Fund.**

To enable the City to establish a formula with respect to the Designated Excess Amount, the Trustee shall maintain a record of the gross amount of Motor Fuel Tax Revenues deposited in the Debt Service Fund for any 12-month period, the first and last day of which shall be designated by the Comptroller in the Determination Certificate. The Trustee shall notify the City on the first business day of each month in such 12-month period of the gross amount so received during the immediately preceding month and the aggregate gross amount received during the applicable computation period.

*Article IV.*

*Form And Execution Of The Series 1993 Bonds.*

**SECTION 401. Form Of Series 1993 Bonds.**

The Series 1993 Bonds shall be in substantially the following form; provided, however, that if the text of the Series 1993 Bonds is to be printed in its entirety on the front side side of the Bonds, then paragraph [3] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [7] through [18] shall be inserted immediately after paragraph [1]:

[Form Of Series 1993 Bond -- Front Side]

Registered  
No. \_\_\_\_\_

Registered  
\$ \_\_\_\_\_



United States Of America

State Of Illinois

City Of Chicago

Motor Fuel Tax Revenue Bonds,

Refunding Series 1993.

See Reverse Side  
For Additional  
Provisions

Interest            Maturity            Dated  
Rate: \_\_\_\_\_%    Date: \_\_\_\_\_ 1, \_\_\_\_\_    Date: \_\_\_\_\_ 1, \_\_\_\_\_    C.U.S.I.P.: \_\_\_\_\_

Registered Owner:

Principal Amount:

[1] The City of Chicago (the "City"), for value received, promises to pay to the Registered Owner identified above, or to registered assigns as provided below, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 199\_\_ until said Principal Amount is paid (except as the provisions for redemption as described in the General Ordinance and the 1993 Series Ordinance may be and become applicable to this Bond). No interest shall accrue on this Bond after its maturity unless this Bond shall have been presented for payment at maturity and shall have not then been paid.

[2] The principal of, Redemption Price, if any, and interest on this Bond are payable in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts. The interest payable on this Bond on each interest payment date will be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the month next preceding the interest payment

date. The principal of and Redemption Price, if any, of this Bond (and the interest payable on any redemption of this Bond other than on an interest payment date) are payable at the principal corporate trust office of Continental Bank, National Association, Chicago, Illinois, as trustee and paying agent (the "Trustee"). Interest on this Bond on any interest payment date is payable by check mailed by the Trustee to the Registered Owner of this Bond at the owner's address as shown on the registration books of the City maintained by the Trustee.

[3] Reference is hereby made to the further provisions of this Bond set forth on the reverse of this Bond and such further provisions shall for all purposes have the same effect as if set forth at this place.

[4] It is hereby certified, recited and declared that all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the issuance of this Series 1993 Bond, did exist, have happened and have been performed in due time, form and manner as required by law.

[5] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication on this Bond shall have been executed by the Trustee.

[6] In Witness Whereof, The City of Chicago by its City Council has caused this Bond to be executed in its name by the manual or facsimile signatures of the Mayor of the City and the City Clerk of the City and its corporate seal (or a facsimile of that seal) to be affixed, imprinted, engraved, or otherwise reproduced on this Bond, all as of the Dated Date identified above.

City of Chicago

By: \_\_\_\_\_  
Mayor

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

Certificate Of Authentication.

Trustee and Paying Agent:  
Continental Bank, National  
Association, Chicago, Illinois

This Bond is one of the Series 1993 Bonds described in the Ordinances mentioned in this Bond and is one of the Motor Fuel Tax Revenue Bonds, Refunding Series 1993, of the City of Chicago.

Continental Bank, National  
Association, as Trustee

By: \_\_\_\_\_  
Authorized Officer

[Form Of Series 1993 Bond -- Reverse Side]

City Of Chicago

Motor Fuel Tax Revenue Bonds, Refunding Series 1993.

[7] This Bond is one of a duly authorized Series of Bonds of the City designated "Motor Fuel Tax Revenue Bonds, Refunding Series 1993" (the "Series 1993 Bonds"), in the aggregate principal amount of \$ \_\_\_\_\_ issued pursuant to the home rule powers of the City and under and pursuant to the Motor Fuel Tax Revenue Bonds General Ordinance of the City duly adopted on November 28, 1990 (the "General Ordinance") and a 1993 Series Ordinance for the Series 1993 Bonds, adopted on \_\_\_\_\_, 1993 (the "1993 Series Ordinance"). As provided in the General Ordinance, bonds of the City may be issued from time to time pursuant to series ordinances in one or more Series, in various principal amounts, may mature at different times, may bear interest at different rates, and, subject to the provisions of the General Ordinance, may otherwise vary. Proceeds derived from the issuance of the Series 1993 Bonds will be used to provide funds to advance refund of the Motor Fuel Tax Revenue Bonds, Series 1990 (the "Series 1990

Bonds") of the City, [to pay the premium or fee for a Credit Support Instrument,] to pay certain expenses incurred in connection with the issuance of the Series 1993 Bonds and the advance refunding of the Series 1990 Bonds, to fund a Debt Service Reserve Fund with respect to the Series 1993 Bonds and to replenish the Series 1990 Bonds Project Account to the extent of monies withdrawn from that Account and deposited in the Escrow Account.

[8] The General Ordinance and the 1993 Series Ordinance are referred to together as the "Ordinances". Capitalized terms used but not defined in this Series 1993 Bond shall have the meanings set forth in the Ordinances. Copies of the Ordinances are on file at the Office of the City Clerk and at the principal corporate trust office of the Trustee, and reference to the Ordinances is made for a description of the pledges, assignments, liens, security interests and covenants securing the Series 1993 Bonds, the nature, extent and manner or enforcement of those pledges, assignments, liens, security interests and covenants, the rights and remedies of the Registered Owners of the Series 1993 Bonds, and the terms and conditions upon which Bonds are and may be issued. Except for certain modifications and amendments that are not permitted by the terms of the Ordinances, the provisions of the Ordinances may be modified or amended by the City with the written consent of the holders of at least two-thirds in principal amount (compound accreted value for certain obligations) of the obligations then outstanding under the General Ordinance, and, in the event fewer than all of the several Series of Bonds issued under the General Ordinance would be affected by the modification or amendment, with such consent of the holders of at least two-thirds in principal amount (compound accreted value for certain obligations) of such affected Series of Bonds then Outstanding. The City may adopt Supplemental Ordinances for certain purposes without the consent of holders of Bonds.

[9] This Bond is a legal, valid and binding limited obligation of the City payable solely from Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness or from certain other moneys and securities held by the Trustee under the Ordinances. Neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal or Redemption Price of, or interest on the Bonds.

[10] The Series 1993 Bonds, together with other Bonds that may be issued in the future on a parity with the Series 1993 Bonds, are payable as to principal, Redemption Price, and interest from Motor Fuel Tax Revenues of the City which lawfully may be used for the purpose of payment of Municipal Indebtedness.

[11] By the General Ordinance the City has established a Debt Service Fund with respect to Bonds issued under the General Ordinance. The City has established a Series 1993 Bonds Account in that Fund, which is to be used for paying the principal of and interest on the Series 1993 Bonds. The City has also established a Series 1993 Bonds Special Mandatory Redemption Account in that Fund, which is to be used for paying the principal of the Series 1993 Bonds subject to special mandatory redemption. By the General Ordinance the City has also established a Debt Service Reserve Fund. The City has established a Series 1993 Debt Service Reserve Account in the Debt Service Reserve Fund for the sole benefit of the Registered Owners of the Series 1993 Bonds.

[12] For the benefit of the Registered Owners of Bonds issued under the General Ordinance, the City has pledged, assigned and granted to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues received by the City that are to be collected by the Illinois Department of Revenue and that may lawfully be used for the payment of Municipal Indebtedness for payment in full of principal and Redemption Price of, and interest on all such Bonds, as such amounts become due and payable, whether by the terms of such Bonds as provided in the General Ordinance or the Series Ordinance applicable to such obligations. By the 1993 Series Ordinance, the City has provided for deposit requirements in the Series 1993 Bonds Account and the Series 1993 Bonds Special Mandatory Redemption Account of the Debt Service Fund. The pledge and grant of lien and security interest are subject to the right of the City to apply any amounts not required to be deposited in the Debt Service Fund, or which are paid to the City or at the City's direction pursuant to the General Ordinance, for its other lawful purposes.

[13] This Bond is transferable, as provided in the Ordinances, only upon the books of the City kept for that purpose at the principal corporate trust office of the Trustee, by the Registered Owner of this Bond in person, or by the owner's agent duly authorized in writing. Upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or the owner's agent authorized in writing, and upon the payment of any charges prescribed in the Ordinances, a new registered Series 1993 Bond, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee as provided in the Ordinances. The City and the Trustee may deem and treat the Registered Owner as the absolute owner of this Bond (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal of this Bond and the Redemption Price, if any, and interest due on this Bond and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. Neither the City nor the Trustee shall be obligated to make any exchange or transfer of this Bond during the period from any record date to the next interest payment date on the Series 1993 Bonds or to make any such transfer or exchange of

this Bond if this Bond is proposed to be redeemed after its selection by the Trustee for redemption.

[14] The Series 1993 Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple of \$5,000. Subject to the limitations and upon payment of the charges provided in the Ordinances, Series 1993 Bonds in fully registered form may be exchanged for a like aggregate principal amount of Series 1993 Bonds in fully registered form of other authorized denominations.

[15] The Series 1993 Bonds due on and after January 1, \_\_\_\_, are subject to redemption prior to maturity at the option of the City, in whole or in part at any time on or after January 1, \_\_\_\_, and if in part, from such maturity or maturities as the City may determine, and if less than an entire maturity, in integral multiples of \$5,000 selected by the Trustee as provided in the Ordinances, at the Redemption Prices (expressed as a percentage of the principal amount to be redeemed) set forth below plus accrued interest to the date fixed for redemption if other than an interest payment date:

Redemption Dates  
(dates inclusive)

Redemption Prices

[16] The Series 1993 Bonds maturing on January 1, 20\_\_\_\_, are subject to mandatory redemption, in integral multiples of \$5,000 selected by the Trustee as provided in the Ordinances, through the application of Sinking Fund Installments, at a Redemption Price equal to the principal amount to be redeemed plus accrued interest to the redemption date, on January 1 of each of the years and in the principal amounts as follows:

Year

Principal Amount

[17] The Series 1993 Bonds maturing on January 1, 20\_\_, are subject to special mandatory redemption in whole or in part at a Redemption Price equal to 100% of the principal amount to be redeemed plus accrued interest to the redemption date on any [January 1], in integral multiples of \$5,000 selected by the Trustee as provided in the Ordinances, when the amount on deposit in the Series 1993 Bonds Special Mandatory Redemption Account representing moneys deposited in such Account pursuant to Section 302(e) of the 1993 Series Ordinance equals \$10,000 or more on the 45th day next preceding such [January 1].

[18] Notice of redemption of any Series 1993 Bonds shall be given by mailing a copy of the notice prepaid to the Registered Owners of the Series 1993 Bonds that are to be redeemed at their last addresses appearing on the registration books. The notice shall be mailed not less than 30 days nor more than 60 days prior to the date fixed for redemption. Such mailing shall not be a condition precedent to such redemption and the failure of any person to receive any such notice shall not affect the validity of the proceedings for the redemption of the Series 1993 Bonds. When any of the Series 1993 Bonds, including this Bond, shall have been called for redemption, and payment made or provided for, interest on that Bond shall cease to accrue from and after the date so specified.

**Assignment.**

For value received \_\_\_\_\_ sells, assigns, and transfers unto \_\_\_\_\_  
 (Please insert Social Security or other identifying number of Assignee)

\_\_\_\_\_  
 (Please print or typewrite name and address of Assignee)

this Bond of the City of Chicago, and irrevocably constitutes and appoints \_\_\_\_\_ agent to register the transfer of that Bond on the books kept for its registration.

Dated: \_\_\_\_\_

Signature Guaranteed:

Signature:

\_\_\_\_\_  
 Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

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

**SECTION 402. Execution Of Series 1993 Bonds.**

The Series 1993 Bonds shall be executed by the manual or facsimile signatures of the Mayor of the City and the City Clerk of the City and shall

have the corporate seal of the City affixed to them (or a facsimile of that seal printed on them). The Mayor and City Clerk are each authorized and directed to file or to retain on file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of their facsimile signatures to execute the Series 1993 Bonds is authorized upon such filing. Each Series 1993 Bond so executed by the facsimile signatures of the Mayor and City Clerk shall be as effective as if executed by the hand of such officer. The validity of any Series 1993 Bond shall remain unimpaired although one or more of the officers executing such Series 1993 Bond shall have ceased to be such officer or officers before delivery of any Series 1993 Bond to its Registered Owner.

No Series 1993 Bond shall be valid for any purpose unless and until a certificate of authentication of that Series 1993 Bond substantially in the form set forth in the form of Series 1993 Bond in Section 401 of this Series Ordinance shall have been duly executed by the Trustee with respect to that Series 1993 Bond. That certificate upon any Series 1993 Bond shall be conclusive evidence that such Series 1993 Bond has been authenticated and delivered under the General Ordinance and this Series Ordinance. The Trustee's certificate of authentication on any Series 1993 Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Series 1993 Bonds. The Trustee is authorized and directed to cause all Series 1993 Bonds executed by the City to be authenticated in accordance with the provisions of the General Ordinance and this Series Ordinance.

#### *Article V.*

#### *Miscellaneous.*

#### **SECTION 501. Arbitrage.**

The City Council of the City represents and certifies that so long as any of the Series 1993 Bonds remain Outstanding, moneys on deposit in any fund or account in connection with the Series 1993 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 1993 Bonds or from any other sources, will not be used in a manner which will cause the Series 1993 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 and any lawful regulations promulgated or proposed under that Section, as the same may from time to time be amended, supplemented or revised. The City Council of the City reserves the right, however, to make any investment of such moneys



permitted by Illinois law if, when and to the extent that said Section 148 or regulations promulgated under that Section shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, adversely affect the tax-exempt status of the interest on the Series 1993 Bonds.

The City Council of the City also agrees and covenants with the Registered Owners of the Series 1993 Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Series 1993 Bonds and affects the tax-exempt status of the Series 1993 Bonds.

The City Council of the City hereby authorizes the Mayor or the Comptroller to make such further covenants and certifications as may be necessary to assure that the use of the Series 1993 Bond proceeds will not cause the Series 1993 Bonds to be arbitrage bonds and to assure that the interest on the Series 1993 Bonds will be exempt from federal income taxation. In that connection, the City Council of the City further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Series 1993 Bonds and to comply with such advice as may be given; (c) to establish a Rebate Account for the Series 1993 Bonds in the Debt Service Fund and to deposit in it for payment to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Series 1993 Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

**SECTION 502. Targeted Principal Amount Of Series 1993 Bonds To Be Redeemed Pursuant To Special Mandatory Redemption Treated As Sinking Fund Installments For Certain Purposes.**

The City Council of the City agrees and covenants with the Registered Owners of the Series 1993 Bonds from time to time Outstanding that the targeted principal amount of those certain Series 1993 Bonds designated by the Comptroller in the Determination Certificate to be subject to special mandatory redemption (the "Target Supersinker Redemption Amount") shall be treated by the City for purposes of the defeasance provisions, and any other provisions of the Ordinances which may be identified by the Comptroller in the Determination Certificate, as Sinking Fund

Installments, payable on a schedule consistent with the schedule of Target Supersinker Redemption Amounts established for such Series 1993 Bonds in the Determination Certificate. Notwithstanding any agreement and covenant established in the Determination Certificate, however, the failure to redeem the Target Supersinker Redemption Amount in any year (as such amount may be adjusted from year to year in accordance with a formula set forth in the Determination Certificate) due solely to the fact there is an insufficient Designated Excess Amount to provide for redemptions of the Target Supersinker Redemption Amounts, shall not constitute an event of default to this Series Ordinance.

#### SECTION 503. Savings Provisions.

To the extent that any ordinance, resolution, provision of the Municipal Code of Chicago, rule or order, or part thereof, is in conflict with the provisions of this Series Ordinance, the provisions of this Series Ordinance shall be controlling. If any section, paragraph, clause or provision of this Series Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Series Ordinance. Nothing in this Section 503 is intended to invalidate or supersede any provision of the General Ordinance or the 1990 Series Ordinance.

#### SECTION 504. Appropriation.

This Series Ordinance constitutes an appropriation by the City of all Motor Fuel Tax Revenues to be applied as provided in the General Ordinance and this Series Ordinance for the payment of all installments of principal and Redemption Price of, and interest on, the Series 1993 Bonds, as such amounts come due.

#### SECTION 505. Publication; Effectiveness.

This Series Ordinance shall be published in special pamphlet form by the City Clerk, by causing to be printed at least 25 copies of this Series Ordinance, which copies are to be made available in his or her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Series Ordinance. This Series Ordinance shall be in full force and effect 10 days after its adoption, approval by the Mayor and publication as provided in this Section 505.

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

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Chicago-O'Hare International Airport General Airport Revenue Refunding Bonds and/or Chicago-O'Hare International Airport General Airport Second Lien Revenue Refunding Bonds, in an amount not to exceed \$165,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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

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

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

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

WHEREAS, The City has determined to authorize the issuance of its Chicago-O'Hare International Airport General Airport Revenue Refunding Bonds (hereinafter referred to as the "1993 Senior Lien Bonds") or its Chicago-O'Hare International Airport General Airport Second Lien Revenue Refunding Bonds (hereinafter referred to as the "1993 Second Lien Bonds"), or a combination thereof, in one or more series for the purpose of refunding prior to maturity all or a portion of the City's outstanding Chicago-O'Hare International Airport General Airport Revenue Bonds, 1984 Series A and B, 1988 Series A and 1990 Series A and B (collectively, the "Prior Bonds"); and

WHEREAS, The City proposes to issue and sell 1993 Senior Lien Bonds and 1993 Second Lien Bonds (collectively, the "1993 Bonds") in the manner hereinafter authorized in one or more series in an aggregate amount not to exceed \$165,000,000; now, therefore,

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

*Part "A".*

This Ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution of 1970 of the State of Illinois. This Ordinance authorizes the issuance of the 1993 Bonds as follows: (i) Part B hereof authorizes the

issuance, from time to time, of 1993 Senior Lien Bonds in one or more series, in such principal amounts and with such terms and provisions as set forth therein; (ii) Part C hereof authorizes the issuance, from time to time, of 1993 Second Lien Bonds in one or more series, in such principal amounts and with such terms and provisions as set forth therein and in the Master Indenture and the related Supplemental Indentures therein approved; and (iii) Part D hereof sets forth provisions applicable to both the 1993 Senior Lien Bonds and the 1993 Junior Lien Bonds.

The City hereby finds and determines as follows:

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

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

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

*Part "B".*

*Article I.*

*Definitions And Authority.*

**SECTION 1.1.** Authority for Eighth Supplemental Ordinance. This Eighth Supplemental Ordinance is a Supplemental Ordinance within the meaning of, and is adopted pursuant to, and in accordance with, the

provision of Section 1001(e) of the General Airport Revenue Bond Ordinance.

#### SECTION 1.2. Definitions.

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

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

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

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

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

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

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

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

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

SECTION 1.3. Interpretation. The interpretation of this Eighth Supplemental Ordinance, unless the context otherwise requires, shall be governed by the provisions of Section 103 of the General Airport Revenue Bond Ordinance except that in this Eighth Supplemental Ordinance (a) the terms "hereby", "hereof", "hereunder", "herein" and any similar terms used herein refer to this Eighth Supplemental Ordinance, (b) the term "hereafter" shall mean after, and the term "heretofore" shall mean before the date of adoption of this Eighth Supplemental Ordinance, and (c) Articles and Sections mentioned herein by number only are the respective Articles and Sections of this Eighth Supplemental Ordinance.

SECTION 1.4. References to Code. The term "Code" as herein and in the General Airport Bond Ordinance in reference to the 1993 Senior Lien Bonds shall mean the Internal Revenue Code of 1986, as amended, to the extent applicable to the 1993 Senior Lien Bonds and otherwise shall mean the Internal Revenue Code of 1954, as amended.

## *Article II.*

### *Authorization And Details Of 1993 Senior Lien Bonds.*

#### SECTION 2.1. Authorization Of 1993 Senior Lien Bonds.

(a) The 1993 Senior Lien Bonds are hereby authorized to be issued in an aggregate principal amount of not to exceed \$165,000,000 pursuant to and in accordance with, and subject to the terms, conditions and limitations established in the General Airport Revenue Bond Ordinance and this Eighth Supplemental Ordinance for the purpose of refunding prior to maturity all or a portion of the Prior Bonds. The maximum aggregate principal amount of 1993 Senior Lien Bonds and 1993 Second Lien Bonds that may be issued under or pursuant to this Ordinance is limited to \$165,000,000.

(b) The 1993 Senior Lien Bonds shall mature not later than January 1, 2018, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable on January 1 and July 1 in each year at a rate or rates not in excess of 8% per annum, computed on the basis of a 360 day year consisting of twelve 30 day months.

(c) Interest on each 1993 Senior Lien Bond shall be payable by check or draft mailed to the registered owner thereof at the address of such registered owner, appearing at the close of business on the 15th day of the calendar month next preceding such interest payment date (the "Record Date"), on the registration books maintained by the Trustee (as identified hereinafter,

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

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

**SECTION 2.2. Purposes.** Pursuant to Section 203 of the General Airport Revenue Bond Ordinance, the 1993 Senior Lien Bonds are to be issued for the following purposes, as determined by the City Comptroller at the time of the sale of the 1993 Senior Lien Bonds:

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

**SECTION 2.3. Form, Denominations and Numbers.** Each 1993 Senior Lien Bond shall be issued in fully registered form without coupons in the denomination of \$5,000, or any integral multiple thereof. The 1993 Senior Lien Bonds shall be numbered consecutively from one upwards in order of their issuance and may bear such additional letter or number designations



as may be determined by an Authorized Officer of the City prior to the authentication and delivery of the 1993 Senior Lien Bonds. Pursuant to Section 2.4 of this Part B, one certificate for each maturity of 1993 Senior Lien Bonds shall be issued and registered in the name of Kray & Co., as a nominee of M.S.T.C..

**SECTION 2.4. Book-Entry Provisions.** The Mayor or the City Comptroller is hereby authorized to designate M.S.T.C. as the Securities Depository with respect to the 1993 Senior Lien Bonds. The provisions of this Section shall apply so long as the 1993 Senior Lien Bonds are maintained in book-entry form with M.S.T.C. or another Securities Depository, any provisions of this Ordinance to the contrary notwithstanding.

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

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

investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) **Discontinuance of Book-Entry or Change of Securities Depository.** If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the 1993 Senior Lien Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the 1993 Senior Lien Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the 1993 Senior Lien Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in \$5,000 denominations or any integral multiple thereof, be payable as to interest on the interest payment dates of the 1993 Senior Lien Bonds by check or draft mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at the option of any registered owner of not less than \$1,000,000 principal amount of 1993 Senior Lien Bonds, by wire transfer to any address in the continental United States of America on such interest payment date to such registered owner as of such Record Date, if such registered owner provides the Trustee with written notice of such wire transfer address at least fifteen (15) days prior to such Record Date (which notice may provide that it will remain in effect with respect to subsequent interest payment dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

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

**SECTION 2.5. Form of 1993 Senior Lien Bonds and Certificate of Authentication.** Subject to the provisions of the General Airport Revenue Bond Ordinance, each 1993 Senior Lien Bond, the form of assignment thereof and the Certificate of Authentication thereon shall be, respectively, in substantially the following forms, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted by the General Airport Revenue Bond Ordinance:

[Form Of Face Of Bond]

City Of Chicago

Chicago-O'Hare International Airport

General Airport Revenue Refunding Bond, 1993 Series \_\_.

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

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

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

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

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

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

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

City of Chicago

By: \_\_\_\_\_  
Mayor

[Seal]

Attest:

By: \_\_\_\_\_  
City Clerk

[Form Of Certificate Of Authentication]

Certificate Of Authentication.

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

Harris Trust and Savings Bank,  
Trustee

By: \_\_\_\_\_  
Authorized Signature

[Form Of Reverse Of Bond]

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

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

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

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

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

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

This Bond is transferable as provided in the Ordinances, only upon the books of the City kept for that purpose at the principal corporate trust office

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

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

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

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The 1993 Series \_\_ Bonds maturing on or after January 1, \_\_\_\_, are subject to redemption otherwise than from such mandatory Sinking Fund Payments, at the option of the City, on or after \_\_\_\_\_, as a whole at any time, or in part on any interest payment date, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each 1993 Series \_\_ Bond to be redeemed, plus if such 1993 Series \_\_ Bond is to be

redeemed in any period shown below, the redemption premium, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date of the redemption:

Period (both dates inclusive)	Redemption Premium (expressed as a percentage)
_____	_____
_____	_____
_____	_____
_____	_____

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

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



## [Form Of Assignment]

## Assignment.

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

Dated: \_\_\_\_\_

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

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

**SECTION 3.1. Application of Proceeds of 1993 Senior Lien Bonds.** The proceeds of the 1993 Senior Lien Bonds shall be applied for the purposes set forth in Section 2.2 of this Part B in the manner provided in this Article.

**SECTION 3.2. Debt Service Reserve Fund.** Upon receipt of the proceeds of the sale of the 1993 Senior Lien Bonds, there shall be deposited from such proceeds in the Debt Service Reserve Fund any amount stated in the Certificate delivered in connection with the issuance of the 1993 Senior Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

**SECTION 3.3. Establishment of 1993 Capitalized Interest Account.** There is hereby established in accordance with Section 401 of the General Airport Revenue Bond Ordinance an Account to be designated as the "1993 Capitalized Interest Account". There shall be deposited from the proceeds of

the sale the 1993 Senior Lien Bonds into the 1993 Series A Capitalized Interest Account any amount stated in the Certificate delivered in connection with the issuance of the 1993 Senior Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

SECTION 3.4. Other Purposes. Upon receipt of the proceeds of the 1993 Senior Lien Bonds, there shall be applied from such proceeds the amount, if any, to be so applied as specified in the Certificate delivered in connection with the issuance of such Series pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

*Part "C".*

*Article I.*

*Definitions And Authority.*

SECTION 1.1. Authority for Part C. This Part C is authorized pursuant to Section 705 of the General Airport Revenue Bond Ordinance and the Master Indenture (as hereinafter defined).

SECTION 1.2. Definitions.

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

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

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

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

supplemented by Supplemental Indentures executed and delivered in accordance with the provisions thereof.

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

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

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

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

## *Article II.*

### *Authorization And Details Of 1993 Second Lien Bonds.*

#### SECTION 2.1. Authorization Of 1993 Second Lien Bonds.

(a) The 1993 Second Lien Bonds are hereby authorized to be issued in an aggregate principal amount of not to exceed \$165,000,000 pursuant to the Master Indenture and one or more Supplemental Indentures for the purpose of refunding prior to maturity all or a portion of the Prior Bonds. The maximum aggregate principal amount of 1993 Second Lien Bonds and 1993 Senior Lien Bonds that may be issued under or pursuant to this Ordinance is limited to \$165,000,000.

(b) The 1993 Second Lien Obligations shall mature not later than January 1, 2018, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable on January 1 and July 1 in each year at a rate or rates not in excess of 8% per annum, computed on the basis of a 360 day year consisting of twelve 30 day months.

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

forth in the related Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Master Indenture and the related Supplemental Indenture.

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

(e) Subject to the limitations set forth in this Section, authority is hereby delegated to either the Mayor or the City Comptroller to determine the aggregate principal amount of 1993 Second Lien Bonds to be issued, the date thereof, the maturities thereof, the provisions for optional redemption thereof (which optional redemption shall be at Redemption Prices not exceeding 105% of the principal amount of the 1993 Second Lien Bonds to be so redeemed), the schedule of Sinking Fund Payments to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a redemption price equal to the principal amount of each 1993 Second Lien Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon and the first interest payment date thereof.

**SECTION 2.2. Purposes.** Pursuant to Section 203 of the Master Indenture, the 1993 Second Lien Bonds are to be issued for the following purposes, as determined by the City Comptroller at the time of the sale of the 1993 Second Lien Bonds:

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

The proceeds of each series of 1993 Second Lien Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a certificate of an Authorized Officer delivered in connection with the issuance

of such series pursuant to the Master Indenture and the related Supplemental Indenture.

**SECTION 2.3. Pledge of Second Lien Revenues.** The 1993 Second Lien Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Second Lien Revenues and by other specified sources pledged under the Master Indenture and the related Supplemental Indenture, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the Master Trustee with respect thereto and against such Second Lien Revenues. The 1993 Second Lien Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois.

**SECTION 2.4. Approval of Supplemental Indentures.** The form of Fifth Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized, with respect to each series of 1993 Second Lien Bonds, to execute and deliver a Supplemental Indenture in substantially the form of the Fifth Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. Each such Supplemental Indenture shall be substantially in the form of the Fifth Supplemental Indenture presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

**SECTION 2.5. Debt Service Reserve Fund Surety Bond.** The City Comptroller is hereby authorized to arrange for the provision of a Debt Service Reserve Fund Surety Bond as security for all or a portion of the 1993 Second Lien Bonds if the City Comptroller determines that it would be in the best financial interest of the Airport.

*Part "D".*

*Miscellaneous.*

**SECTION 1.1. Application and Definitions.** The provisions of this Part D are applicable to obligations issued pursuant to Part B and Part C of this Ordinance and shall be applied in conjunction therewith. Defined terms contained in Parts A, B and C shall have the same meanings when used in this Part D.

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

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

“(d) Notwithstanding anything to the contrary contained in the provisions of Section 1102 or the foregoing provisions of Section 1103, each holder of one or more 1993 Senior Lien Bonds (as defined in the Eighth Supplemental Ordinance adopted by the City Council of the City on April \_\_, 1993) shall be deemed by virtue of such holder’s acceptance thereof automatically and irrevocably to have consented to and approved any Supplemental Ordinance proposed by the City to effect amendments and modifications in substantially the following form, and such amendments and modifications may take effect without further action on the part, or for the benefit, of any present or future holder of such 1993 Senior Lien Bonds:

**Section 1107. Additional Permitted Amendments.**

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

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

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

(3) take any action or make any provision the City may from time to time determine to be necessary or appropriate to implement the terms of the Memorandum of Understanding dated February 20, 1992, between the Mayor of the City and the Governor of the State of Illinois, as the same may be amended, supplemented, succeeded or otherwise modified.

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

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

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

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

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

benefit of Outstanding Bonds and any funded indebtedness incurred to pay the costs of capital projects for such airport and (B) "Bonds" shall mean any parity funded indebtedness incurred in connection with capital projects at the Airport, as defined in (a)(1)(A) above."

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

**SECTION 1.3. Amendments Relating Solely to the 1993 Second Lien Bonds.** (a) Pursuant to Section 802(b) of the Master Indenture, effective at the times and under the terms otherwise provided in this Part D, but solely with respect to the 1993 Second Lien Bonds, Section 803 of the Master Indenture is hereby amended to read as follows:

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

**Section 807. Additional Permitted Amendments.**

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

(1) to authorize the issuance under Article II of this Indenture of Second Lien Obligations from time to time in one or more Series for any one or more of the following purposes: (A) the payment, or the reimbursement for the payment, of the costs of one or more capital projects, (the "Airport System Capital Projects") at or related to such airports within such geographic area within or surrounding the City



as the City may determine appropriate (the "Airport System"), (B) the refunding of any Second Lien Obligations or other obligations issued to finance or refinance one or more Airport System Capital Projects or (C) the funding of the Debt Service Reserve Fund and any other Fund or Account specified in such Supplemental Indenture under which such Second Lien Obligations are issued; including, in each case, payment of Costs of Issuance; or

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

(3) take any action or make any provision the City may from time to time determine to be necessary or appropriate to implement the terms of the Memorandum of Understanding dated February 20, 1992, between the Mayor of the City and the Governor of the State of Illinois, as the same may be amended, supplemented, succeeded or otherwise modified.

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

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

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

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

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

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

#### SECTION 1.4. Sale Of 1993 Bonds.

(a) Subject to the limitations contained in this Ordinance, authority is hereby delegated to the Mayor or the City Comptroller to sell, with the concurrence of the Chairman of the Committee on Finance of the City Council, the 1993 Bonds, to J.P. Morgan Securities, Inc. and Lehman Brothers, as representatives of a group of underwriters pursuant to a Contract of Purchase with respect to the 1993 Bonds between the City and such underwriters; provided that the aggregate purchase price of the 1993 Bonds shall not be less than ninety-seven percent (97%) of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment thereof. The 1993 Bonds of each series authorized hereunder may be sold on either a current or a forward delivery basis, all as set forth in the Contract of Purchase as executed and delivered.

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

(c) To evidence the exercise of the authority delegated to the Mayor or the City Comptroller by this Ordinance, the Mayor or the City Comptroller, as the case may be, is hereby directed to execute and file with the City Clerk in connection with the sale of the 1993 Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Contemporaneously with the filing of such certificate, the Mayor or City Comptroller shall also file with the City Clerk one copy of the Official Statement and the executed Contract of Purchase in connection with the 1993 Bonds. Each filing shall be made as soon as practicable subsequent to the execution of the Contract of Purchase. The City Clerk shall direct copies of such filings to the City Council.

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

SECTION 1.5. Execution and Delivery of 1993 Bonds. Pursuant to the General Airport Revenue Bond Ordinance or the Master Indenture, as applicable, the Mayor shall execute the 1993 Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise

reproduced on the 1993 Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The 1993 Bonds shall, upon such execution on behalf of the City, be delivered to the Trustee or the Master Trustee, as applicable, for authentication and thereupon shall be authenticated by the Trustee or the Master Trustee, as applicable, and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the 1993 Bonds to or upon the order of the underwriters pursuant to the Contract of Purchase.

**SECTION 1.6. Refunding Escrow Agreement.** The form of Refunding Escrow Agreement presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized to execute and deliver the Refunding Escrow Agreement in substantially the form of the Refunding Escrow Agreement presented to this meeting for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The Refunding Escrow Agreement may contain such changes consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

**SECTION 1.7. Debt Service Reserve Fund Excess.** If, as a result of the issuance of the 1993 Bonds, the amount held to the credit of the Debt Service Reserve Fund under the General Airport Revenue Bond Ordinance exceeds the Debt Service Reserve Fund Requirement thereunder, such excess may be transferred to the Revenue Fund pursuant to Section 503(f) of the General Airport Revenue Bond Ordinance for application in accordance with the provisions of the General Airport Revenue Bond Ordinance, including but not limited to the making of deposits into the Special Capital Projects Fund under the General Airport Revenue Bond Ordinance.

**SECTION 1.8. Paying Agents.** Pursuant to Section 1302 of the General Airport Revenue Bond Ordinance, the Trustee is hereby appointed as a Paying Agent for the 1993 Senior Lien Bonds and the Mayor or the City Comptroller is hereby authorized to appoint one or more banks, trust companies or national banking associations having the powers of a trust company doing business or having an office in the Borough of Manhattan, City and State of New York, as additional Paying Agents for the 1993 Senior Lien Bonds.

**SECTION 1.9. Tax Directives.** In furtherance of Section 713 of the General Airport Revenue Bond Ordinance, the City shall, by delivery of a Certificate, direct the Trustee (a) to make specific transfers from any Capitalized Interest Account or any other Account in the Construction Fund

to another Account in the Construction Fund or to the Debt Service Fund or (b) to limit or restrict the investment yield on all or any part of amounts on deposit in any Fund or Account in accordance with instructions set forth in such Certificate. Any such direction shall be based upon a determination by the City (which determination may be made in reliance upon an opinion of Bond Counsel) that such transfer or transfers or such limitation or restriction on investment yield is necessary to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance. The City further covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance.

**SECTION 1.10. Public Hearing.** The Mayor is hereby authorized and directed to cause the publication of notice for and the holding of the public hearing required under Section 147(f) of the Code in connection with the proposed issuance of the 1993 Bonds. The City Council hereby directs that no 1993 Bonds shall be issued unless and until the requirements of said Section 147(f), including particularly the approval requirement following such public hearing have been fully satisfied and that no contract, agreement or commitment to issue 1993 Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this Ordinance are hereby ratified and confirmed.

**SECTION 1.11. Performance Provisions.** The Mayor, the City Comptroller and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the General Airport Revenue Bond Ordinance and the Master Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, the General Airport Revenue Bond Ordinance and the Master Indenture, including but not limited to, the exercise following the delivery date of any of the 1993 Bonds of any power or authority delegated to such official of the City under this Ordinance with respect to the 1993 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Mayor, the City Comptroller, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance, the General Airport Revenue Bond Ordinance and the Master Indenture or to evidence said authority.

**SECTION 1.12. Proxies.** The Mayor and the Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each 1993 Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance, the General Airport Revenue Bond Ordinance and the Master Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the Comptroller in person.

**SECTION 1.13. Severability.** It is the intention of this City Council that, if any article, section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such article, section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

**SECTION 1.14. Prior Inconsistent Ordinances.** If any provision of this Ordinance is in conflict with or inconsistent with any ordinances (except the General Airport Revenue Bond Ordinance) or resolutions or parts of ordinances or resolutions or the proceedings of the City in effect as of the date hereof, the provisions of this Ordinance shall supersede any conflicting or inconsistent provision to the extent of such conflict or inconsistency.

**SECTION 1.15. Effective Date.** The City Clerk is hereby authorized and directed to publish this Ordinance in special pamphlet form. This Ordinance shall take effect immediately upon its enactment.

[Fifth Supplemental Indenture and Refunding Escrow Agreement  
attached to this ordinance on file and available for  
public inspection in the Office of the  
City Clerk.]

AUTHORIZATION TO ENTER INTO AND EXECUTE CHICAGO  
ABANDONED PROPERTY PROGRAM FINANCING  
AGREEMENT WITH NEIGHBORHOOD LENDING  
SERVICES, INC. AND NEIGHBORHOOD  
HOUSING SERVICES OF  
CHICAGO, INC.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, having had under consideration an ordinance authorizing entering into a financing agreement with Neighborhood Lending Services, Inc. and Neighborhood Housing Services of Chicago, Inc., for the Chicago Abandoned Property 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.*

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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a) of the 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, Pursuant to the City's home rule powers, the City Council of the City (the "City Council"), by an ordinance enacted on May 20, 1992 and published at pages 16333 -- 16335 in the Council Journal of Proceedings of the City Council for said date (the "C.A.P.P. Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P."), to reduce the economic blight and physical danger posed by Abandoned Properties (as defined in the C.A.P.P. Ordinance) located within the City by encouraging either the demolition or rehabilitation of the buildings thereon; and

WHEREAS, C.A.P.P. is administered by the City's Department of Buildings; and

WHEREAS, The City desires to assist those parties ("Participants") who intend to rehabilitate the buildings located on Abandoned Properties which have been acquired by the City and subsequently conveyed to them under C.A.P.P. ("C.A.P.P. Buildings") by providing loans and/or grants to finance a portion of the rehabilitation costs for such Participants' C.A.P.P. Buildings (such loans and grants shall be hereinafter collectively referred to as the "C.A.P.P. Financing Program"); and

WHEREAS, The City Council has appropriated, in the Year XIX Community Development Grant Program, \$2,000,000 for Chicago Abandoned Property Program Financing; and

WHEREAS, The C.A.P.P. Financing Program shall be administered by the City's Department of Housing (the "Department"); and

WHEREAS, The Department desires to enter into a Chicago Abandoned Property Program Financing Agreement, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "C.A.P.P. Financing Agreement"), with Neighborhood Lending Services, Inc., an Illinois not-for-profit corporation ("N.L.S."), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("N.H.S."), pursuant to which N.L.S. shall, on behalf of the City, originate, approve and service loans and grants under the C.A.P.P. Financing Program in accordance with the terms and conditions of the C.A.P.P. Financing Agreement, and N.H.S. shall indemnify the City for certain liabilities or losses incurred in connection with the C.A.P.P. Financing Agreement; 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. Subject to the approval of the Corporation Counsel, the Commissioner of the Department (the "Commissioner") is hereby authorized to execute and deliver the C.A.P.P. Financing Agreement, in substantially the form attached hereto as Exhibit A and hereby made a part hereof, with such changes therein as the Commissioner shall approve (execution of the C.A.P.P. Financing Agreement by the Commissioner constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the C.A.P.P. Financing Agreement and the terms and program objectives of the C.A.P.P. Financing Program.

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 from and after the date of its passage.

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

*Exhibit "A".*

*Chicago Abandoned Property Program Financing Agreement.*

This Chicago Abandoned Property Program Financing Agreement (this "Agreement"), entered into this \_\_\_ day of \_\_\_\_\_, 1993, by and among the City of Chicago, Illinois (the "City"), an Illinois municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois, by and through its Department of Housing ("D.O.H."), Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("N.H.S."), and Neighborhood Lending Services, Inc., an Illinois not-for-profit corporation (the "Loan Servicer").

*Recitals.*

Whereas, The City Council of the City (the "City Council") pursuant to an ordinance passed on May 20, 1992, authorized the establishment of the Chicago Abandoned Property Program ("C.A.P.P."), under which the City shall acquire abandoned residential properties within the corporate limits of the City and convey said properties to selected parties for rehabilitation or demolition; and

Whereas, The City Council, in the Annual Appropriation Ordinance for 1993, as amended, has appropriated \$2,000,000 (the "C.A.P.P. Fund") from Community Development Block Grant Funds, Program Year XVIII ("C.D.B.G. Funds") to be used for the rehabilitation of the aforesaid properties and associated program costs; and

Whereas, The City desires to engage the services of the Loan Servicer to originate and service loans and grants (individually, a "Loan" and a "Grant" and, collectively, the "Loans" and "Grants") made by the City from the C.A.P.P. Fund to certain eligible applicants; and

Whereas, The primary objectives of the City in connection herewith are to leverage C.A.P.P. Fund moneys to the maximum extent possible and to ensure the repayment of principal of and interest on the Loans and the City's secondary objective is to minimize the use of Grants; and

Whereas, The Loan Servicer represents and warrants that it is ready, willing and able to undertake the services pursuant to the terms and conditions set forth herein and that it shall use its best efforts to combine C.A.P.P. Fund moneys with other financing sources in a way which best meets the aforementioned objectives of the City; and

Whereas, The Loan Servicer is a related entity to N.H.S (with all the members of the Board of Directors of the Loan Servicer being also members of the Board of Directors of N.H.S.) and is its primary lending arm by means of which N.H.S. may expand its programs beyond its targeted neighborhoods; and

Whereas, The City desires that N.H.S. indemnify the City for any liability or loss to the City due to any action or omission by the Loan Servicer under the hereinafter defined C.A.P.P. Financing Program, and N.H.S. has agreed to so indemnify the City; and

Whereas, The execution of this Agreement has been authorized by the City Council pursuant to an ordinance passed on \_\_\_\_\_, 1993, by the Loan Servicer pursuant to a resolution passed by its Board of Directors on \_\_\_\_\_, 1993, and by N.H.S. pursuant to a resolution passed by its Board of Directors on \_\_\_\_\_, 1993;

Now, Therefore, In consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City, N.H.S. and the Loan Servicer agree as follows:

*Article I.*

*Incorporation Of Recitals.*

The recitals set forth above are incorporated by reference as if fully set forth herein.

*Article II.*

*Definitions.*

2.1 Definitions.

As used herein, the following terms shall have the following meanings, unless otherwise indicated:

"Affidavit" shall mean the contractor's affidavit attached hereto as (Sub)Exhibit A and hereby made a part hereof.

"Agreement" shall mean this Chicago Abandoned Property Program Financing Agreement by and among the City, N.H.S. and the Loan Servicer, as from time to time supplemented, amended and restated.

"Application" shall mean an application form for a Loan or Grant prepared by the Loan Servicer.

"Authorization Letter" shall mean a letter issued by D.O.B. to an Owner (i) authorizing such Owner to apply to the Loan Servicer for a Loan and/or Grant for its Building, and (ii) containing the determination by D.O.B. described in the second sentence of Section 5.1(b)(5) hereof.

"Building" shall mean an abandoned residential (in whole or in part) building located within the corporate limits of the City and containing one to six dwelling units.

"C.A.P.P." shall mean the Chicago Abandoned Property Program, authorized by the City Council pursuant to an ordinance passed on May 20, 1992.

"C.A.P.P. Blue Ribbon Committee" shall mean the C.A.P.P. Blue Ribbon Committee appointed by the City.

"C.A.P.P. Financing Program" shall mean the program established pursuant to an ordinance passed on \_\_\_\_\_, 1993, under which Loans and Grants are made by the City as part of the implementation of C.A.P.P..

"C.A.P.P. Fund" shall mean the amount of \$2,000,000 of C.D.B.G. Funds authorized by the City Council for use in C.A.P.P., pursuant to an ordinance passed on \_\_\_\_\_, 1993.

"C.D.B.G. Funds" shall mean funds available to the City from Community Development Block Grant funds.

"City" shall mean the City of Chicago, Illinois, and its successors and assigns.

"City Council" shall mean the City Council of the City, and its successors and assigns.

"Committee" shall mean the Internal Loan Committee of D.O.H..

"Debt Service" shall mean, for each Loan, payments of principal of and interest on both the Loan, the applicable Private Loan and any applicable Other Public Financing.

"Documents" shall mean the Loan Documents and/or the Grant Documents, as applicable.

"D.O.B." shall mean the Department of Buildings of the City, and any successor to such Department.

"D.O.H." shall mean the Department of Housing of the City, and any successor to such Department.

"E.L.F. Loan" shall mean a loan awarded and administered by N.H.S. to an Owner in connection with the City's Single Family Energy Conservation Loan Program and pursuant to that certain Agreement dated as of January 1, 1991 by and between the City and N.H.S., as from time to time supplemented, amended and restated.

"Eligible Costs" shall mean any Project Costs for activities for which C.D.B.G. Funds may be used, pursuant to 24 C.F.R. §570.200-570.208, in the exclusive determination of H.U.D..

"Events of Default" shall have the meaning given to such term in Section 9.1 hereof.

"Grant" shall mean a grant made by the City from the C.A.P.P. Fund to Owners of the Buildings.

"Grant Documents" shall have the meaning given to such term in Section 3.3 hereof.

"Housing Expense" shall mean, for each Loan, and for each month during the term of such Loan, the sum of the combined principal and interest due on the Loan, the applicable Private Loan and any applicable Other Public Financing for such month plus one-twelfth of the projected amount of property taxes and insurance premiums (as calculated by the Loan Servicer) for the calendar year of such month for the applicable Building.

"Initial Payment Date" shall mean, for each Loan, the earlier of (i) the first day of the seventh consecutive calendar month following the date of closing of such Loan, and (ii) the first date on which payment of principal and/or interest on the applicable Private Loan shall be due and payable.

"Larger Building" shall mean a Building containing five or six dwelling units.

"Loan" shall mean a loan made by the City from the C.A.P.P. Fund to Owners of the Buildings.

"Loan Documents" shall have the meaning given to such term in Section 3.2(g) hereof.

"Loan Servicer" shall mean Neighborhood Lending Services, Inc., an Illinois not-for-profit corporation, and its successors and assigns.

"Maximum Debt" shall mean, for each Owner during each month of the applicable Loan term, the total amount of principal of and interest on all debt (whether secured or unsecured) of such Owner due for such month.

"Maximum Limit" shall mean \$925,000 or such other amount as specified by D.O.H. in writing to the Loan Servicer.

"N.H.S." shall mean Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation, and its successors and assigns.

"National Objectives Letter" shall mean a letter issued by D.O.H. to the Loan Servicer for each Building and containing the determinations by D.O.H. described in the first sentence of Section 5.1(b)(5) hereof.

"Net Operating Income" shall mean, for each Building, gross revenues or receipts from tenants or other sources of income at or from such Building less reasonable expenses of operation of such Building.

"Other Originator" shall mean any entity designated by the City to the Loan Servicer as originating and/or servicing Loans and/or Grants on behalf of the City.

"Other Public Financing" shall mean a loan or a grant by the Loan Servicer or any other party, from funds (other than C.A.P.P. Fund moneys) derived in whole or in part from the City, to Owners of the Buildings.

"Owner" shall mean one or more individuals, corporations, partnerships, associations, trusts or other entities which shall have, as of the closing of a Loan or Grant, legal title to the applicable Building (or if title is held in a land trust, 100% of the beneficial interest therein); provided, however, that an "Owner" shall not include any officer, member or employee of the City or the spouse or minor child of any such officer, member or employee.

"Owner's Equity" shall mean the funds of an Owner used to pay the amount of total Project Costs of a Building required to be paid by such Owner pursuant to Section 3.2(a) hereof.

"Owner's Income" shall mean, for each month during the term of the applicable Loan, one-twelfth of the projected annual income of the Owner (as calculated by the Loan Servicer) for the calendar year of such month from all sources (including, for an Owner which leases units in its Building to tenants, 75% of the gross rental income from the Building for such month).

"Prequalification Application" shall mean an application form issued by the Loan Servicer and used to determine the credit-worthiness of an Owner.

"Private Lender" shall mean a private lending institution or entity, which may include the Loan Servicer in its capacity as a lender using solely private funds.

"Private Loan" shall mean a loan or grant made to an Owner by a Private Lender to finance rehabilitation of a Building.

"Project Costs" shall mean all costs, expenses and expenditures directly or indirectly incurred or anticipated to be incurred in rehabilitation of a

Building including, but not limited to, loan fees, real estate taxes, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs of relocating utilities and other site work, amounts paid for fixtures, title insurance premiums and charges, architects' fees, surveyors' fees, attorneys' fees, permit, zoning and land use fees, management fees, consultants' fees, construction manager's fees, developer fees, heat, electricity, fuel and insurance costs, brokers' and leasing commissions, and marketing costs; provided, however, that any developer fees shall not exceed 10% of the total Project Costs (which total shall not itself include developer fees).

"Services" shall mean the services performed by the Loan Servicer on behalf of the City as described in Article V hereof.

"Smaller Building" shall mean a Building containing one to four dwelling units.

### *Article III.*

#### *Purposes And Terms Of Loans And Grants.*

##### **3.1 Purposes Of Loans.**

(a) **Basic Purpose.** A Loan from the C.A.P.P. Fund may be made only to finance Eligible Costs for the Owner of a Building.

(b) **Need for City Funds.** No Loan shall be made to an Owner which has or may obtain all the funds required to pay Project Costs from sources other than the City.

(c) **Private Loans.** No Loan shall be made to an Owner which shall not have received, as of the date of closing of the Loan, a Private Loan from a Private Lender for the same Building. The closing of the Private Loan shall occur not later than the closing of the Loan. The Private Loan shall finance not less than 50% of the Project Costs of the Building. The Private Loan may be secured by a first mortgage on the Building or by other collateral or may be unsecured.

(d) **Debt and Expense Ratios.** No Loan shall be made to an Owner:

(i) for a Smaller Building, if during any month of the Loan term (1) the projected amount of the Housing Expense shall exceed 33% (which may be increased to 35% by the Committee upon the written recommendation of the Loan Servicer) of the projected amount of the Owner's Income, or (2)

the projected amount of the Maximum Debt shall exceed 40% (which may be increased to 42% by the Committee upon the written recommendation of the Loan Servicer) of the projected amount of the Owner's Income, or

(ii) for a Larger Building, if for any year during the Loan term, the projected amount of the Net Operating Income shall be less than the projected amount of the Debt Service multiplied by 1.15 (which may be reduced by the Committee to 1.00 upon the written recommendation of the Loan Servicer).

(e) Other Public Financing. If an Owner shall obtain Other Public Financing for a Building for which it has applied for a Loan, the Other Public Financing and the Loan shall finance, in the aggregate, not more than 50% of the Project Costs of the Building. The closing of the Other Public Financing shall occur not later than the closing of the Loan. Any Other Public Financing (including any E.L.F. Loan) applied for or received by an Owner in connection with its Building shall be fully disclosed by the Owner to the Loan Servicer and the Committee. No Loan or Grant shall be made to an Owner who shall receive Other Public Financing (other than an E.L.F. Loan) for its Building without the prior written approval of the Committee.

### 3.2 Terms Of Loans.

Loans shall have the following terms:

(a) Principal Amount. Notwithstanding any other provision herein, the principal amount of a Loan shall not exceed \$25,000 (which may be increased by the Committee to \$30,000 upon the written recommendation of the Loan Servicer) multiplied by the number of dwelling units in the Building after the completion of rehabilitation. Subject to the foregoing sentence, the combined principal amounts of a Loan, the applicable Private Loan and any applicable Other Public Financing shall not exceed (1) for an Owner-occupied Building, 95% (which may be increased by the Committee to 98% upon the written recommendation of the Loan Servicer) of the total Project Costs of the Building, and (2) for a non-Owner-occupied Building, 90% (which may be increased to 95% by the Committee upon the written recommendation of the Loan Servicer) of the total Project Costs of the Building. The remaining amount of total Project Costs (2, 5 or 10% of the total Project Costs, as applicable) shall be paid either by the Owner from Owner's Equity or, if a Grant shall have been approved for such Building pursuant to Section 3.3 hereof, from Grant proceeds.

(b) Interest Rate. The interest rate on each Loan shall be three percent (3%) per annum, which may, however, be reduced below three percent (3%) by the Committee upon the written recommendation of the Loan Servicer. The Loan Servicer shall exercise its professional judgment in



determining the interest rate on each Loan. Interest on each Loan shall accrue as of the first day of the month immediately preceding the Initial Payment Date and shall be computed based upon the actual days in the month and a 365-day year, as applicable, and as provided in Section 5.1(1)(5)(iii) hereof.

(c) **Loan Term.** Each Loan shall mature on or before the same date as the applicable Private Loan and shall be repayable in monthly installments of principal and interest on a fully amortized basis as determined by the Loan Servicer and commencing on the Initial Payment Date.

(d) **Fees and Points.** The Loan Servicer shall not charge any fees or points to an Owner in connection with any Loan or Grant, other than the \$250 application fee referred to in Section 5.1(b) hereof.

(e) **Recourse; Security.** All Loans shall be made on a recourse basis. Any Loan, for which the applicable Private Loan shall be secured by a mortgage on the Building, shall be secured by a mortgage on the Building subordinate to such Private Loan's mortgage, and the City's reverter rights, if any, with respect to such Building shall be subordinated to such Private Loan's mortgage.

(f) **Due on Sale.** All Loans shall be immediately due and payable in the event of sale or other transfer of title or possession to all or part of the applicable Building, unless, however, the Committee shall have granted prior approval to the assumption by the new Owner of the Loan for the Building. The Loan Servicer shall provide to the Committee its written recommendation as to the terms of each such assumption, which may be accepted, modified or rejected by the Committee.

(g) **Loan Documents.** Each Loan shall be secured and evidenced by, at a minimum, the following documents, each in form and substance satisfactory to the Corporation Counsel of the City: a promissory note made by the Owner to the order of the Loan Servicer (together with all restatements and renewals thereof, the "Note"), a loan agreement between the Owner and the Loan Servicer, a mortgage and security agreement securing the Note executed by the Owner in favor of the Loan Servicer, and such other documents as determined by the Loan Servicer and the Corporation Counsel of the City (collectively, the "Loan Documents").

(h) **Name of Lender.** All Loans shall be made in the name of the Loan Servicer as lender.

(i) City Liability. The Loan Documents for each Loan shall provide that the City shall incur no liability arising out of or in connection with any action or omission of any contractor or subcontractor for the applicable Building.

### 3.3 Grants.

If deemed necessary by the Loan Servicer, but only with the prior written approval of the Committee, moneys from the C.A.P.P. Fund may be used as a Grant, bearing no interest, to an Owner. The maximum principal amount of each Grant shall be \$10,000. Each Grant shall be made only for the purpose of providing funds to an Owner to pay all or a portion of the excess of the total amount of Project Costs less the combined principal amounts of the Private Loan, the Loan and any applicable Other Public Financing. Each Grant shall have a five-year term, shall comply with the same restrictions applicable to Loans and contained in Sections 3.1(a), (b) and (c) and 3.2(e) and (f) and shall be evidenced by the following documents, each in form and substance satisfactory to the Corporation Counsel of the City: a grant agreement between the Owner and the Loan Servicer, a mortgage and security agreement securing the Grant and executed by the Owner in favor of the Loan Servicer, and such other documents as determined by the Loan Servicer and the Corporation Counsel of the city (collectively, the "Grant Documents"). The Grant Documents for each Grant shall contain the provisions described in Section 3.2 (i) hereof. If an Owner complies with the terms and conditions of the applicable Grant Documents during the Grant term, such Owner's obligation to repay the Grant amount shall be reduced, during each month of the Grant term, by 1/60th of the entire Grant amount. Each Grant shall be due and payable by the Owner to the City upon a default by the Owner under the applicable Grant Documents.

### 3.4 Loans To Members; Self-Dealing.

The Loan Servicer shall not make any Loan or Grant to itself, N.H.S. or an Owner which is a member, officer, director or employee of the Loan Servicer or N.H.S. without the prior written approval of the Committee.

### 3.5 Total Principal Amount Of Loans, Grants.

The Loan Servicer shall not approve any Loan or Grant Application without the prior written consent of the Committee if the sum of (a) the principal amount of such Loan or Grant plus (b) the aggregate principal amount of all Loans and Grants for which Applications shall have previously been approved by the Loan Servicer, shall exceed the Maximum Limit.

*Article IV.*

*Responsibilities Of City.*

**4.1 Role Of Committee.**

The Committee may, upon the written recommendation of the Loan Servicer, (a) increase the required ratios with respect to Housing Expense, Maximum Debt or Net Operating Income as described in Section 3.1(d) hereof, (b) increase the per-unit limit with respect to the principal amount of a Loan as described in Section 3.2(a) hereof, (c) approve interest rates on Loans at less than three percent (3%) per annum, (d) grant approval for the assumption of a Loan or Grant by the new Owner of a Building as provided in Section 3.2 (f) hereof, and (e) approve Loan and Grant Applications which do not fully meet all of the conditions specified herein. The Loan Servicer shall obtain prior Committee approval for (i) all Grants, (ii) any Loan with respect to a Building for which the Owner shall have applied for or received Other Public Financing (other than an E.L.F. Loan), (iii) any Loan to the Loan Servicer, N.H.S. or an Owner which is a member, director or employee of the Loan Servicer or N.H.S., and (iv) any Loan or Grant as required under Section 3.5 hereof.

**4.2 Role Of C.A.P.P. Blue Ribbon Committee.**

The C.A.P.P. Blue Ribbon Committee shall designate which entities shall be Owners and receive Buildings under C.A.P.P..

**4.3 Role Of D.O.B.**

D.O.B. shall provide for the transfer of Buildings to Owners pursuant to C.A.P.P., provide evidence to the Loan Servicer as to the status of each Owner, and issue certificates of completion to Owners upon the completion of rehabilitation of the Buildings. D.O.B. shall also ensure compliance with the C.D.B.G. requirements described in the second sentence of Section 5.1 (b) (5) hereof.

**4.4 Role Of D.O.H.**

D.O.H. shall approve brochures and other written materials prepared by the Loan Servicer and describing the C.A.P.P. Financing Program. D.O.H. may undertake programs designed to promote and explain the C.A.P.P. Financing Program to the public. D.O.H. shall determine the composition, procedures and meeting schedules and venues of the Committee. D.O.H. may specify a new Maximum Limit in writing to the Loan Servicer. D.O.H.

shall also ensure compliance with the C.D.B.G. requirements described in the first sentence of Section 5.1(b) (5) hereof.

*Article V.*

*Duties And Responsibilities Of Loan Servicer.*

5.1 Scope Of Services.

The Loan Servicer shall provide the Services as follows:

(a) Prequalifying. Upon receipt of a completed Prequalification Application from an Owner, the Loan Servicer shall prequalify such Owner and report the findings to D.O.H. and the Director of C.A.P.P.. Prequalification shall include: (1) a thorough credit check of the Owner in accordance with law, and (2) an analysis of the Owner's financial statements, including the Owner's income, savings and debt. The Loan Servicer shall advise D.O.H. and the Director of C.A.P.P. with respect to each prequalified Owner as to whether the Owner has (i) bad, irreversible credit, (ii) decent credit but with need for improvement (in which case the specific matters to be improved shall be identified and corrective measures suggested), or (iii) good credit (in which case the Loan Servicer shall also identify how much debt the Owner can afford).

(b) Application Review by Loan Servicer. Upon receipt by the Loan Servicer (i) from an Owner of a completed Application, an Authorization Letter and a \$250 application fee, and (ii) from D.O.H. of a National Objectives Letter with respect to such Owner's Building, the Loan Servicer shall promptly review such Owner's Application. Such review shall include, but not be limited to, the following:

(1) Counseling. The Loan Servicer shall provide full Counseling services to Owners receiving a Building through C.A.P.P.. The Loan Servicer shall ensure that Owners are entitled to attend, free of charge, home purchase seminars sponsored by N.H.S.. As part of its counseling services, the Loan Servicer shall assist Owners in obtaining Private Loans and shall make available to Owners (i) a current list of contractors and subcontractors which are certified by the City as Minority Business Enterprises or Women Business Enterprises, and (ii) a current list of contractors and subcontractors which have been approved by D.O.H..

(2) Architectural Services; Construction Estimates; Scope of Work; Contractors. The Loan Servicer shall assist Owners in obtaining the

requisite architectural services and in obtaining and analyzing construction cost estimates. All requisite architectural fees shall be paid by the Owners. The Loan Servicer shall ensure that the proposed rehabilitation of each Building shall be sufficient in scope to provide for compliance in full of such Building with the building code of the City, after the completion of rehabilitation. The Loan Servicer shall approve the general contractor for the rehabilitation of each Building and shall ensure that each general contractor shall have proven experience in the rehabilitation of single-family and multi-family residential buildings.

(3) Budgets; Cash Flow. The Loan Service shall review and analyze each Owner's proposed development budget and projected cash flow from such Owner's Building, and shall evaluate the reasonableness of such budget and cash flow.

(4) C.D.B.G. Requirements for Loans, Grants. Except as provided in Section 5.1(b)(5) hereof, the Loan Servicer shall ensure that each Loan and Grant satisfy all applicable requirements of federal, state and local law, including but not limited to determining:

(i) that Loan and Grant proceeds finance only Eligible Costs;

(ii) that any Building whose Owner is a "primarily religious entity" within the meaning of 24 C.F.R. Section 570.200(j) shall comply with the requirements of 24 C.F.R. Section 570.200(j)(2);

(iii) that the applicable requirements of O.M.B. Circulars Nos. A-87, A-122, A-21, A-110, A-133 and A-128 and of 24 C.F.R. Part 85 are satisfied;

(iv) that the applicable fair housing and nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq., the Fair Housing Act, 42 U.S.C. §3601-20, Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u, Executive Orders 11063, 12259, 11246, 12086 (and the regulation issued pursuant thereto) and 24 C.F.R. Section 570.602 are satisfied;

(v) that each Building is either (A) not located in an area identified by the Federal Emergency Management Agency as having special flood hazards, or (B) located in an area described in subsection (A) of this subparagraph (v) and the community in which such area is situated is participating in the National Flood Insurance Program in accordance with 44 C.F.R. Parts 59 -- 79;

(vi) that the applicable requirements of the Lead-Based Point Poisoning Prevention Act, 42 U.S.C. §4832(b), are complied with, including giving notices as required to Owners and ensuring that the proposed rehabilitation eliminates lead-based paint hazards;

(vii) that no contractors which have been debarred, suspended or placed in an ineligible status under the provisions of 24 C.F.R. Part 24 are employed in connection with the rehabilitation of any Building; and

(viii) that the conflict of interest requirements of 24 C.F.R. Section 570.611 are satisfied.

(5) C.D.B.G. Requirements Determined by City. D.O.H. shall be responsible for determining that (i) each Building satisfies one or more of the national objectives described in 24 C.F.R. Section 570.208, and (ii) if necessary, the review process under the provisions of 24 C.F.R. Part 52 has been complied with. D.O.B. shall be responsible for determining that each Building satisfies the environmental requirements under 24 C.F.R. Section 570.604.

(c) Loan, Grant Approval by Loan Servicer. The Loan Servicer shall have the authority to approve, using sound underwriting principles, applications for Loans which meet the conditions specified in Article III hereof. The Loan Servicer shall approve or reject applications for Loans within 120 days of receipt of a complete Application. The Loan Servicer shall have the authority to approve initially, using sound underwriting principles, Applications for Grants which meet the conditions specified in Sections 3.3 and 3.5 hereof; provided, that no Grant shall be made without the prior written approval of the Committee. The Loan Servicer shall initially approve or shall reject Applications for Grants within 120 days of receipt of a complete Application. If the Loan Servicer shall desire to approve an Application for any Loan which does not fully meet all of the conditions specified in Article III hereof, the Loan Servicer shall first obtain the written approval of the Committee for such Application before issuing its own approval. The Loan Servicer shall obtain the written approval of the Committee for each Grant Application before issuing its own final approval of such Application. In order to obtain the written approval of the Committee, the Loan Servicer shall submit to the Committee a written recommendation specifying the Loan Servicer's reasons for recommending such approval.

(d) Notice of Approval or Rejection to Owners. For each Application for a Loan, the Loan Servicer shall, within 10 business days after approving or rejecting such Application, notify the Owner in writing of such approval or rejection, and shall provide the City with a copy of each such notice. For each Application for a Grant rejected by the Loan Servicer, the Loan Servicer shall, within 10 business days after rejecting such Application, notify the Owner in writing of such rejection, and shall provide the Committee with a copy of each such notice. For each Grant Application which shall receive the written approval of the Committee and the final

approval of the Loan Servicer, the Loan Servicer shall promptly notify the Owner of such final approval and shall provide the Committee with a copy of each such notice. All notices of rejection shall include the reasons of the Loan Servicer for such rejection. The Loan Servicer shall comply with the federal Equal Credit Opportunity Act in making available to the Owner its reasons for rejection.

(e) Preparation of Loan, Grant Documents. After issuing its approval of a Loan Application or its final approval of a Grant Application, the Loan Servicer shall promptly prepare and execute the Documents for such Loan or Grant. The Loan Servicer shall not deviate substantially from the forms of the Loan Documents and Grant Documents attached hereto on (Sub)Exhibits B and C without the prior approval of the Corporation Counsel of the City.

(f) Closing. Subject to Section 3.1(c) hereof, the Loan Servicer shall promptly close each Loan or Grant, record such of the Documents as appropriate, and cooperate with the Private Lender to arrange for the disbursement of funds of the Loan, Grant, Private Loan and any applicable Other Public Financing through an escrow with a title company, which shall provide for separate subaccounts for the proceeds of the Private Loan, the Loan and/or Grant and any applicable Other Public Financing.

(g) Construction Monitoring. The Loan Servicer shall be responsible for the monitoring of the construction process. The Loan Servicer shall provide on-site inspection for all construction payouts. Notwithstanding the foregoing, the Loan Servicer is not required to undertake the monitoring function if the Private Lender will capably monitor construction, at no additional cost to the Owner or the City. Whenever possible, the Private Lender should perform the construction monitoring and the Loan Servicer shall cooperate therewith. Whether the Loan Servicer or the Private Lender is monitoring construction, the Loan Servicer shall review and approve all disbursement requests for Loan and Grant proceeds.

(h) Sale of Building. If after completion of rehabilitation a Building shall be sold and the Loan or Grant repaid in full, the Loan Servicer shall prepare and execute documents releasing the Loan Servicer's interest in the Building pursuant to the Loan or Grant and shall record such executed documents as appropriate. If after completion of rehabilitation a Building shall be sold and the Loan or Grant assumed by the new Owner with the prior approval of the City, the Loan Servicer shall prepare and cause documents to be executed evidencing such assumption, and shall record such executed documents as appropriate.

(i) Marketing. The Loan Servicer shall make information about the C.A.P.P. Financing Program, including Loan and Grant Applications,

readily available to persons and other entities applying to become Owners. In connection therewith, the Loan Servicer shall prepare and distribute, subject to the prior approval of D.O.H., brochures and other written materials describing the C.A.P.P. Financing Program. The Loan Servicer shall also make appropriate personnel available to speak at seminars to promote and explain the C.A.P.P. Financing Program and shall conduct other affirmative outreach efforts (including organizing or participating in seminars, conferences and public meetings) to disseminate information about the C.A.P.P. Financing Program to the public. Upon receipt of notice from D.O.H., the Loan Servicer shall cooperate with D.O.H. in any program which D.O.H. may undertake to promote and explain the C.A.P.P. Financing Program.

(j) Servicing.

(1) Promptly following the final disbursement of the proceeds of a Loan or Grant, the Loan Servicer shall commence servicing such Loan or Grant. The Loan Servicer shall proceed diligently and in good faith to collect all payments of principal, interest, penalties and any other sums due to be paid by Owners with respect to Loans and Grants from C.A.P.P. Funds as and when the same shall become due and payable.

(2) The Loan Servicer is responsible for servicing Loan and Grants in accordance with acceptable loan servicing practices of prudent lending institutions, in accordance with the terms, conditions and requirements of this Agreement and in compliance with all applicable requirements of any state or federal laws, rules or regulations respecting consumer credit or truth-in-lending.

(3) The Loan Servicer shall specify a party directly responsible for the collection of the Loans and Grants and shall specify procedures for such collection. These collection procedures are attached and incorporated hereto as (Sub)Exhibit B.

(4) All Loan and Grant repayments received by the Loan Servicer shall be immediately placed in a separate account in a financial institution approved by the City. All moneys in such repayment account shall be the property of the City and the City shall have the right to audit or transfer such moneys at any time upon five days prior written notice to the Loan Servicer. Not later than the fifteenth day of each month (the "Transfer Date") during the term hereof, the Loan Servicer shall transfer to the account designated by the City all Loan and Grant repayments received by the Loan Servicer during the month immediately preceding the month of the Transfer Date, plus any and all interest, if any, which shall have accrued on such repayments since the date of receipt thereof by the Loan Servicer.



(5) With respect to each Grant, the Loan Servicer shall verify, at least annually during the term of such Grant, that the Owner is in compliance with the applicable Grant Documents.

(6) The Loan Servicer shall be obligated to service each Loan or Grant originated by any Other Originator upon receipt by the Loan Servicer from such Other Originator of sufficient documentation, in the judgment of the Loan Servicer, with respect to such Loan or Grant. If the Loan Servicer shall not receive sufficient documentation for a Loan or Grant, the Loan Servicer shall promptly provide notice thereof to such Other Originator and to D.O.H..

(7) If an Owner breaches any covenant or agreement of the Owner under the applicable Documents, including the covenants to pay when due any sums secured thereby, the Loan Servicer shall mail notice of such breach to the Owner as provided in the Documents and shall take such further action as it would take with respect to loans serviced for others or held for its own account consistent with the terms of this Agreement.

(8) The Loan Servicer may charge a late payment penalty as allowed by law and as provided for in the Documents.

(9) In the event of a default by an Owner under the applicable Documents, the Loan Servicer may foreclose the applicable mortgage and exercise other remedies available under the Documents when the Loan Servicer shall determine, in its professional judgment using prudent underwriting standards, that it shall be in the best interests of the City to do so. If a Private Lender shall foreclose its mortgage or otherwise exercise its remedies with respect to a Building, the Loan Servicer shall exercise its remedies with respect to such Building so as to best preserve the interests of the City therein.

(k) Disbursement of Loan, Grant Proceeds. The Loan Servicer shall receive and review each request for disbursement of proceeds of a Loan or Grant; each such request shall include all applicable sworn statements and lien waivers. Subject to subsection (g) of this Section and upon approval by the Loan Servicer of a disbursement request, the disbursement request shall be forwarded to the title company for its review and approval. After the title company shall have approved such request, the Loan Servicer shall notify D.O.H. of the approval by the Loan Servicer and the title company of such request; thereupon, D.O.H. shall pay proceeds of the Loan or Grant in the amount of such request to the title company which shall pay the general contractor for the Building.

(l) Reporting. The Loan Servicer shall report to the City as follows:

(1) Work-in-Progress Report. On the twentieth day of each month during the term hereof, the Loan Servicer shall submit to the City a work-in-progress report with respect to each Owner who shall have been prequalified pursuant to subsection (a) above and whose Loan or Grant shall not have yet closed. The work-in-progress report shall be in a format acceptable to the City and shall include: (i) the name of the Owner, (ii) the address of the Building, (iii) the number of dwelling units contained in the Building, (iv) the date of the Owner's Loan or Grant Application, (v) the proposed principal amounts of the Loan and/or Grant and of the Private Loan, (vi) the status of any discussions with the Private Lender and (vii) the status of the underwriting of the Loan and/or Grant.

(2) Servicing Schedule. Each Loan and Grant shall be listed on a servicing schedule prepared by the Loan Servicer and delivered to the City no later than the twentieth day of the calendar month immediately following the date of the final disbursement of proceeds of the Loan or Grant. The servicing schedule shall include: (i) whether the transaction is a Loan or a Grant, (ii) the Loan or Grant number, (iii) the name of the Owner, (iv) the address of the Building, (v) the number of dwelling units contained in the Building, (vi) the principal amount of the Loan or Grant, (vii) the principal amount of the Private Loan, (viii) for each Loan, the interest rate thereon, (ix) the interest rate on the Private Loan, (x) for each Loan, the amount of the monthly principal and interest payment due thereon and the due date of the first such monthly payment, and (xi) the amount outstanding on the Loan or Grant.

(3) Monthly Report. On the twentieth day of each month during the term hereof, the Loan Servicer shall submit to the City a monthly report in a format acceptable to the City and containing the following information: (i) the total number of Loans (and the aggregate principal amount thereof) closed under the C.A.P.P. Financing Program, (ii) the total number of Grants (and the aggregate principal amount thereof) closed under the C.A.P.P. Financing Program, (iii) the total number of Buildings (and the aggregate amount of dwelling units contained therein) for which Loans and/or Grants have been closed, (iv) the total dollar amount of funds disbursed under the C.A.P.P. Fund, and (v) the total dollar amount of Loan and/or Grant repayments received by the Loan Servicer.

(4) Delinquency Report. On the twentieth day of each month during the term hereof, the Loan Servicer shall submit to the City a computer print-out delinquency report in a format acceptable to the City and with a cut-off date as of the last day of the immediately preceding month.

(5) Acceptable Loan, Grant Accounting Method And Reporting System.

(i) The Loan Servicer's accounting for individual Loan and Grant payments and procedures for applying such payments to escrows, interest and principal shall comply with the requirements of this Section.

(ii) The Loan Servicer's Loan and Grant accounting system shall be capable of producing for each Loan and Grant an account transcript itemizing in chronological order: (i) the date, amount and breakdown between principal and interest, if any, of each collection; and (ii) the date, amount and nature of each disbursement, advance, adjustment or other transaction affecting the amounts due from or to the Owner. The system shall also be capable of producing the current outstanding principal balance of the Loan or Grant and the escrow account balances, if any.

(iii) Subject to Section 3.2(b) hereof, each Loan shall be amortized using the interest calculated in arrears method. Under this method, the amount of the monthly payment of the Loan is determined by calculating the interest due on the outstanding principal balance. Interest is computed by multiplying the applicable interest rate by the outstanding daily principal balance by the number of days in the month. The outstanding principal balance equals (A) the previous outstanding principal balance, less (B) all principal payments.

(m) C.D.B.G. Requirements for the Loan Servicer. The Loan Servicer shall comply with all applicable requirements and standards of O.M.B. Circulars Nos. A-122, A-21 and A-133 and, except as otherwise required in 24 C.F.R., Section 570.502(b), Attachments A, B, C, F, H, N and O to the O.M.B. Circular No. A-110.

## 5.2 Loan Servicer's Powers.

The City authorizes the Loan Servicer to act as its agent subject to the limitations contained herein, including the provisions of Section 6.2 hereof: (i) to originate, manage and service the Loans and Grants; (ii) to enforce or to refrain from enforcing the Documents for each Loan or Grant; (iii) to give consents or approvals in connection with the Documents for each Loan; (iv) to give initial approvals for each Grant and after such Grant shall have closed, to give consents or approvals in connection with the Documents for such Grant; (v) to acquire additional security for any Loan or Grant; (vi) to take or refrain from taking any action and make any determination provided for herein or in the Documents for any Loan or Grant; and (vii) to exercise all such powers as are incidental thereto. The Loan Servicer acknowledges its status as an agent for the City and represents and warrants to the City that it has the power to perform the Services, including those listed in this Section 5.2.

### 5.3 Standard Of Performance.

The Loan Servicer shall perform all Services required of it under this Agreement with the standard of skill, care and diligence as ordinarily employed by commercial lending institutions in the community. The Loan Servicer shall at all times act in the best interests of the City, consistent with the professional obligations assumed by it in entering into this Agreement. The Loan Servicer shall perform, or cause to be performed, all Services hereunder in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the City. Any review, approval, acceptance or payment for any and all of the Services by the City shall not relieve the Loan Servicer of its responsibility for the professional accuracy and due diligence of its services. This provision in no way limits the City's rights against the Loan Servicer either under this Agreement or otherwise, at law or in equity.

### 5.4 Nondiscrimination.

(a) City Code. Pursuant to the Chicago Human Rights Ordinance, Municipal Code of Chicago, Ch. 2-160 (1990), the Loan Servicer in performing under this Agreement shall not discriminate against any Owner on the basis of race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income, and will require all Owners to include a similar provision binding on contractors in construction contracts.

(b) C.D.B.G. Requirements. The Loan Servicer in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, national origin, ancestry, age, sex, sexual preference, mental or physical disability unrelated to ability to perform, or national origin, nor otherwise commit an unfair employment practice. The Loan Servicer shall take affirmative action to ensure that applicants employ, and that employees are treated, without regard to the employees' race, creed, color, religion, age, sex, sexual preference, mental or physical disability unrelated to ability to perform, or national origin, during employment. Such action shall include, but not 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. The Loan Servicer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Loan Servicer further agrees that this clause will be incorporated into and all contracts entered into with suppliers of materials, services, consultants and sub-consultants and all labor organizations furnishing skilled, unskilled and

craft union skilled labor who may perform labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 F.R. 14303 and Executive Order 12086 issued October 5, 1978, 43 F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 F.R. 36037, 5 U.S.C. App. 1 (1981); to the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq. (1988), as amended; to the Americans With Disabilities Act of 1990; to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended; to the Chicago Human Rights Ordinance, Municipal Code of Chicago, Ch. 2-160, as amended; and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance the Loan Servicer shall furnish and shall cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Rights.

In the event the Loan Servicer fails to comply with provisions of the Illinois Human Rights Act or rules, regulations and orders of the Illinois Human Rights Commission, as now or hereafter amended, it may be declared ineligible for future contracts with the State of Illinois and the City, and this Agreement may be canceled, or voided in whole or in part, by the City and other sanctions or penalties may be imposed or remedies invoked by statute, regulation or order.

(c) Purchases. In the performance of this Agreement, including the procurement and lease of materials or equipment, the Loan Servicer shall comply with the Municipal Code of Chicago, Ch. 2-92, Section 2-92-420 et seq. (1990), except to the extent waived by the Purchasing Agent of the City.

### 5.5 Indemnification.

N.H.S. and the Loan Servicer agree, jointly and severally, to defend, indemnify and hold the City, its officers, officials, agents and employees harmless from and against any and all liabilities, losses, suits, claims, judgments or demands of every kind of nature (including all reasonable costs and including, but not limited to, attorneys' fees and court and related costs) arising out of or incidental to the Loan Servicer's performance or non-performance hereunder. N.H.S. and the Loan Servicer shall defend and pay the costs and expenses of all and any such suits; the City shall have the right, however, at its option, to participate in the defense of any suit without relieving N.H.S. or the Loan Servicer of any of their respective obligations under this Agreement. The indemnities contained in this provision shall survive the expiration or early termination of this Agreement, and shall continue while any Loan is outstanding or any Grant subject to repayment.

#### 5.6 Records.

The Loan Servicer shall keep accurate and detailed books, records and accounts with respect to all funds received, receivable, disbursed or disburseable by it in connection with each Loan or Grant for at least five years after the end of the term of each Loan or Grant or otherwise pursuant to this Agreement, and shall make all such books, records and accounts available for inspection to the City at the Loan Servicer's business premises during normal working hours. Notwithstanding any other provision contained herein to the contrary, the Loan Servicer shall maintain such records and documentation required to comply with 24 C.F.R. Section 570.506. The Loan Servicer shall maintain and make available to the City such other records and documentation pertaining to this Agreement as the City requires to monitor each Loan and/or Grant. The Loan Servicer shall keep all documentation, records, books and accounts in connection with each Loan and/or Grant and make them available for audit, inspection, copying, abstracting and transcribing, and shall not dispose of any such documentation, records, books and accounts until after prior written notice to and prior written approval from the City.

#### 5.7 Documents Held By Loan Servicer.

All Documents executed and delivered in connection with each Loan or Grant shall be held by the Loan Servicer in trust for the benefit of the Loan Servicer and the City. The Loan Servicer may perform any of its obligations hereunder by or through its agents, employees or attorneys.

#### 5.8 Licensed Personnel.

The Loan Servicer, if required to be licensed or certified under any applicable statute, ordinance, rule or regulation, shall provide instructional and administrative personnel who are likewise so licensed or certified. The Loan Servicer, if exempt from licensure or certification under any applicable statute, ordinance, rule or regulation, shall provide instructional and administrative personnel who are otherwise competent and qualified to perform the Services required under this Agreement. The Loan Servicer shall retain and make available to the City, state and federal agencies governing C.D.B.G. Funds all proofs and verification of licensure, certification or expertise including, but not limited to, resumes and job descriptions upon request.

#### 5.9 Insurance.

(a) Insurance to be Provided by Loan Servicer. The Loan Servicer shall procure and maintain at all times, at the Loan Servicer's own expense, except as may be otherwise provided herein, during the term of this

Agreement, the types of insurance specified below, with insurance companies authorized to do such business in the State of Illinois and reasonably acceptable to the City covering all Services hereunder.

The kinds and amounts of insurance required are as follows:

1. **Worker's Compensation and Occupational Disease Insurance.**

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all of the Loan Servicer's employees. Employer's liability coverage shall be included and shall have limits of not less than \$100,000 per each accident or illness.

2. **Commercial Liability Insurance (Primary and Umbrella).**

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 and contractual liability coverages are to be included. The City is to be named as an additional insured.

3. **Automobile Liability Insurance.**

When any motor vehicles are used in connection with the work to be performed, the Loan Servicer shall maintain Automobile Liability Insurance 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.

4. **Errors and Omissions/Professional Liability.**

With respect to the Services performed by the Loan Servicer, errors and omissions coverage shall be maintained in the amount of \$1,000,000 naming the City as an additional insured.

(b) **Related Requirements.** The Loan Servicer shall furnish the City, Department of Finance, Risk Management Office, 510 North Peshtigo Court, Room 5A, Chicago, Illinois 60611, original Certificates of Insurance evidencing the required coverages to be in force and effect on the date hereof, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The City shall not allow the Loan Servicer to commence the Services under this Agreement until all insurance is purchased and evidence of it is received and approved by the City, but the failure of the City to obtain such evidence from the Loan Servicer before permitting the Loan Servicer to

commence such Services shall not be deemed to be a waiver by the City, and the Loan Servicer shall remain under a continuing obligation to maintain the coverage and to supply the certificates.

The insurance specified hereinabove shall be carried until all Services required to be performed under the terms of this Agreement are satisfactorily completed. Failure to carry or keep such insurance in force shall constitute an Event of Default hereunder within the meaning of Section 9.1 hereof, and the City maintains the right to suspend the provisions hereof until proper evidence of insurance is provided. The Loan Servicer shall require all subcontractors to carry the insurance required herein, or the Loan Servicer may, at its option, provide the coverage for any or all subcontractors, and, if so, supply to the City evidence satisfactory to the City of such coverage.

The City maintains the right to modify, delete, alter or change these requirements.

The insurance policies shall provide for 60 days' prior written notice to be given to the City in the event coverage is substantially changed, cancelled or non-renewed.

The Loan Servicer expressly understands and agrees that any insurance coverages and limits furnished by the Loan Servicer hereunder shall in no way limit its responsibilities and abilities specified herein or by law.

#### *Article VI.*

#### *Warranties, Representations And Covenants.*

##### **6.1 Representations And Warranties.**

In connection with the execution and delivery of this Agreement, the Loan Servicer represents and warrants to the City that:

(a) the Loan Servicer is registered in the State of Illinois as a not-for-profit corporation located and qualified to do business and in good standing in the State of Illinois, and makes loans secured by residential real estate;

(b) the Loan Servicer is financially solvent; the Loan Servicer, its employees, agents and officials are competent to perform the Services required under this Agreement; and the Loan Servicer is legally



authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

(c) no member of the governing body of the City and no officer, agent or employee of the City is employed by the Loan Servicer or has a financial or economic interest directly in this Agreement or the compensation to be paid hereunder except as may be permitted by the Board of Ethics established pursuant to the Municipal Code of Chicago;

(d) the Loan Servicer is not in default at the time of the execution of this Agreement, and has not been deemed by the Purchasing Agent of the City or any other official of the City to have been found, within five years preceding the date hereof, to be in default on any contract or loan awarded by the City;

(e) the Loan Servicer has carefully examined and analyzed the provisions and requirements to this Agreement; from its own analysis the Loan Servicer has satisfied itself as to the nature of all things needed for the performance of this Agreement; and the time available to the Loan Servicer for such examination, analysis, inspection and investigation was adequate;

(f) this Agreement is feasible of performance in accordance with all of its provisions and requirements;

(g) except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Loan Servicer to enter into this Agreement or has been relied upon by the Loan Servicer including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the general conditions which may in any way affect this Agreement or its performance; (iii) the compensation provisions of this Agreement; or (iv) any other matters, whether similar to or different from those referred to in (i) through (iii) immediately above, affecting or having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance hereof or those employed herein or connected or concerned herewith; and

(h) the Loan Servicer was given ample opportunity and time and was requested by the City to review thoroughly this Agreement prior to execution of this Agreement in order that the Loan Servicer might request inclusion in this Agreement of any statement, representation, promise or provision which is desired or on which the Loan Servicer wished to place reliance that it did so review said documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, the Loan Servicer expressly hereby

relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

## 6.2 Covenants.

(a) **Amendments to Documents.** The Loan Servicer shall have authority to:

(i) consent to or accept any cancellation or termination of any of the Documents, or agree to any transfer or termination of any instrument now or hereafter assigned to it as security for a Loan or Grant;

(ii) extend the maturity date of a Loan or Grant or the date of any principal payment thereunder;

(iii) reduce the interest rate on any Loan or reduce the amount of any payment of principal on a Loan or Grant;

(iv) except as expressly provided in the Documents, release, partially or fully, any collateral given as security for a Loan or Grant;

(v) require the acceptance of new note(s) evidencing a Loan or Grant, in substitution for an existing note; or

(vi) consent to any amendment or modification to the Documents on matters that would be, in the reasonable judgment of a prudent lender, material to the Loan or Grant.

(b) **Increase in Obligations.** The Loan Servicer shall not, without the prior written consent or approval of the Committee, increase the maximum principal amount of a Loan or Grant or the obligations of the City pursuant to any Document.

(c) **Notices.** The Loan Servicer shall promptly give written notice to the City of any and all amendments, terminations or other events described in paragraph (a) of this Section 6.2.

(d) **Business Office.** The Loan Servicer shall maintain an office at 747 North May Street, Chicago, Illinois 60622, the hours of which shall be from 9:00 A.M. to 5:00 P.M., Monday through Friday (except holidays).

### 6.3 Committee Response.

The Committee shall use reasonable efforts to respond to the Loan Servicer's request for consent or approval pursuant to Section 6.2(b) above within 30 days after such request. Such response may be by telephone, to be confirmed in writing promptly thereafter. If the Committee does not so respond within 45 days thereafter, the Committee shall be deemed to have rejected such request.

## *Article VII.*

### *Performance And Compensation.*

#### 7.1 Time Of Performance.

The Loan Servicer shall commence the Services upon execution of this Agreement. The term of this Agreement shall be for a one year period commencing as of the date hereof and shall be extended for additional one year periods as of the anniversary date of this Agreement upon the mutual consent of both parties hereto, as evidenced by a written extension agreement executed by both parties hereto.

#### 7.2 Termination.

The Loan Servicer may terminate this Agreement, or any portion hereof or Service to be performed herein, at any time upon 30 days prior written notice from the Loan Servicer to the City. The City may terminate this Agreement, or any portion hereof or Service to be performed herein, at any time upon 30 days prior written notice from the City to the Loan Servicer, or if sufficient funds have not been appropriated for the City to meet its obligations with respect to this Agreement.

#### 7.3 Repayments, Deliveries After Termination Or Expiration.

Upon the termination or expiration of this Agreement as provided herein, the Loan Servicer shall deliver to the City all finished or unfinished documents, data, studies and reports prepared by or submitted to the Loan Servicer pursuant to this Agreement, and shall pay any Loan or Grant repayments and all interest accrued thereon then in its possession or under its control immediately to the City. Any Loan or Grant repayments received by the Loan Servicer subsequent to the termination or expiration of this Agreement shall be immediately paid to the City.

#### 7.4 Compensation.

(a) Fees for Loans, Grants. The Loan Servicer shall receive from each Owner and retain a \$250 application fee as described in Section 5.1(b)(1) hereof as partial compensation for its Services hereunder. The City shall pay the Loan Servicer: (i) a prequalification fee for prequalifying Owners in an amount equal to, for each Building, \$75 for a single-person or joint-household Prequalification Application plus \$15 for each additional Owner Prequalification Application with respect to such Building, (ii) \$1,500 for each Building upon receipt by the Loan Servicer of the Authorization Letter for the Owner of such Building, (iii) \$750 upon the closing of each Loan and/or Grant (provided, however, that the Loan Servicer shall receive only one \$750 closing fee for each building), (iv) a monthly administrative fee in the amount of (1) during the first six months of the term hereof, \$2,000 and (2) thereafter, (A) if less than six Loans shall have been closed and are outstanding by the Loan Servicer as of the payment date, \$1,000, (B) if more than five and less than 11 Loans shall have been closed and are outstanding by the Loan Servicer as of the payment date, \$1,500 and (C) if 11 or more Loans shall have been closed and are outstanding by the Loan Servicer as of the payment date, \$2,000, (v) a servicing fee in the amount of \$8 per month for each outstanding Loan, (vi) a set-up fee of \$25 payable once for each Loan and/or Grant (provided, however, that the Loan Servicer shall receive only one \$25 set-up fee for each Building), (vii) \$150 for each monthly report submitted by the Loan Servicer to the City pursuant to Section 5.1(1)(3) hereof, and (viii) an annual year-end close and federal filing fee of \$2,500. All such fees shall be due and payable by the City upon receipt of written invoices from the Loan Servicer.

(b) Fees for Other Public Financing. Notwithstanding subsection (a) of this Section 7.4, the City shall not pay the Loan Servicer, with respect to any Building for which the Owner shall receive Other Public Financing and a Loan and/or Grant, any fee for any work done by the Loan Servicer for which the Loan Servicer shall receive a fee in connection with such Other Public Financing.

### *Article VIII.*

#### *Special Conditions.*

##### 8.1 Conflict Of Interest.

No member of the governing body of the City or other unit of government and no officer, employee or agent of the City or other unit of government shall have any personal interest, direct or indirect, in this Agreement and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Loan Servicer represents, warrants and covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members, if a joint venture, and subconsultants, have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The Loan Servicer further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Loan Servicer. The Loan Servicer agrees that if the City determines that any of the Loan Servicer's services for others conflicts with the Services, the Loan Servicer shall terminate such other services immediately upon request of the City.

### 8.2 Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Loan Servicer, or by any assignee or subcontractor of the Loan Servicer, with any liability or expenses of defense or shall be held personally liable to the Loan Servicer under any terms or provisions of this Agreement because of the City's execution or attempted execution hereof or because of any breach hereof.

### 8.3 Anti-Apartheid Affidavit.

The Loan Servicer represents and warrants that it has executed the Affidavit. The Loan Servicer understands that a violation or misrepresentation by the Loan Servicer under the Affidavit may cause this Agreement to be voidable in the sole discretion of the City.

The Loan Servicer understands and acknowledges that the City may declare a default and terminate all existing contracts with the Loan Servicer if the Loan Servicer 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 to the City of goods principally manufactured, produced, assembled, grown or mined in South Africa. This right of termination is supplemental to any other remedy which the City may have under this Agreement, at law or in equity, and shall entitle the City to direct, indirect, special and consequential damages and any other application, legal or equitable remedy.

Further, the Loan Servicer understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Municipal Code of

Chicago shall be subject to a fine of not less than \$500 and not more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under this Agreement or applicable law.

*Article IX.*

*Events Of Default; Disputes.*

9.1 Events Of Default Defined.

The following, subject to the notice and cure provisions of Section 9.2 hereof, shall constitute events of default ("Events of Default") hereunder:

(a) any misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Loan Servicer or N.H.S. to the City;

(b) the Loan Servicer's or N.H.S.' failure to perform any of its respective obligations under this Agreement including, but not limited to, the following:

- (i) failure to comply with all laws, regulations, executive orders and circulars pertaining to the use of C.D.B.G. Funds;
- (ii) failure to perform the Services with sufficient personnel to ensure the performance of the Services due to a reason or circumstance within the Loan Servicer's reasonable control;
- (iii) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
- (iv) discontinuance of the Services for reasons or circumstances not beyond the Loan Servicer's reasonable control;
- (v) failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning nondiscrimination; or
- (vi) any other acts specifically and expressly states in this Agreement as constituting an Event of Default:

(c) any change in ownership or control of the Loan Servicer or N.H.S. without the prior written approval of the City:

(d) the dissolution of the Loan Servicer or N.H.S. or the entry of a decree or order for relief by a court having jurisdiction with respect to the Loan Servicer or N.H.S. in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) of the Loan Servicer or N.H.S. or for any substantial part of the property of the Loan Servicer or N.H.S. or ordering the winding-up or liquidation of the affairs of the Loan Servicer or N.H.S. and the continuance of any such decree or order unstayed and in effect for a period of 30 consecutive days;

(e) the commencement by the Loan Servicer or N.H.S. of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Loan Servicer or N.H.S. to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of the Loan Servicer or N.H.S. or of any substantial part of the property of the Loan Servicer or N.H.S. or of any royalties, revenues, rents, issues or profits therefrom, or the making by the Loan Servicer or N.H.S. of any assignment for the benefit of creditors or the failure of the Loan Servicer or N.H.S. generally to pay its respective debts as such debts become due or the taking of action by the Loan Servicer or N.H.S. in furtherance of any of the foregoing;

(f) a final judgment for the payment of money in excess of \$100,000 shall be rendered by a court of record against the Loan Servicer or N.H.S. and such party shall not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof, within 60 days from the date of entry thereof, or such longer period during which execution of such judgment shall have been stayed; or

(g) default by N.H.S. or the Loan Servicer under any other agreement which such party may currently have or may enter into with the City during the term of this Agreement.

## 9.2. Remedies.

If any event referred to in Section 9.1 hereof cannot reasonably be cured within 30 days after receipt of notice given in accordance with the terms of this Agreement, or if the Loan Servicer or N.H.S., as applicable, has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure such event, the City may, at its sole option, declare an Event of

Default hereunder. Whether to declare an Event of Default hereunder is within the sole discretion of the City and neither that decision nor the factual basis for it is subject to review or challenge under this Agreement. Written notification of, or that results in, an Event of Default, and any intention of the City to terminate this Agreement, shall be provided to the Loan Servicer and such decision shall be final and effective upon receipt of such notice pursuant to Section 10.4 and failure to cure within the stated applicable cure period. Upon the giving of such notice, the City may invoke any or all of the following remedies:

- (a) the right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;
- (b) the right of specific performance, an injunction or any other appropriate equitable remedy;
- (c) the right to money damages;
- (d) the right to withhold all or any part of the Loan Servicer's compensation hereunder; and
- (e) the right to deem the Loan Servicer or N.H.S., as applicable, non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare an Event of Default hereunder or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Loan Servicer to continue to provide the Services despite one or more Events of Default, the Loan Servicer shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights thereby.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

The Loan Servicer acknowledges and agrees that upon the occurrence of an Event of Default under this Agreement the City may also declare a default under any such other agreements described in Section 9.1(g) hereof.



### 9.3 Disputes.

In the event of any dispute between the City and the Loan Servicer relating to any question arising under, related to, or in connection with the terms of this Agreement, a request for resolution may be submitted to D.O.H. for final determination. A request for such determination shall be made in writing. D.O.H.'s decision may be reached in accordance with such assistance as it may deem reasonably necessary or desirable. D.O.H.'s final decision shall be rendered in writing no more than 30 business days after receipt of the request for determination, including all information necessary to make such determination. Such decision shall be conclusive, final and binding on all parties, unless the loan Servicer shall seek a judicial determination in accordance with the provision set forth below.

Within 60 days after receipt by the Loan Servicer of D.O.H.'s determination, the Loan Servicer shall respond to D.O.H. in writing, either accepting the determination or stating the Loan Servicer's factual and/or legal objections to the determination. The absence of a response from the Loan Servicer within the stated period shall be deemed to constitute an acceptance of D.O.H.'s decision. If the Loan Servicer's response is an objection, D.O.H. shall respond in writing to such objection within 30 business days after receipt thereof. No further response by either party is required. Thereafter, the Loan Servicer may seek a judicial determination of the dispute by bringing an appropriate legal action within 60 days after no further response is required as hereinabove provided or be forever barred from bringing any such action.

The Loan Servicer shall not withhold performance of any Servicers during any resolution period, including a judicial one. D.O.H.'s written determination shall be complied with pending final resolution, including judicial, of the dispute. Neither D.O.H.'s determination, nor the Loan Servicer's response in connection therewith, nor the continued performance of this Agreement by either party shall constitute an admission as to any factual and/or legal position in connection with the dispute or as a waiver of its rights under this Agreement or at law. The Loan Servicer must submit all unresolved disputes within 60 days after the termination of this Agreement or such disputes shall be deemed waived.

## *Article X.*

### *General Conditions.*

#### 10.1 Entire Agreement.

This Agreement and the incorporated Exhibits constitutes the entire

Agreement among the City, N.H.S. and the Loan Servicer and may not be modified, altered or amended unless agreed to by both parties in writing. Any waiver or any provision of this Agreement must be executed in writing by the party granting the waiver and such waiver shall not affect any other rights of the party granting the waiver or act to affect any other duty or obligation of the party receiving the waiver.

#### 10.2 Counterparts.

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

#### 10.3 Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

#### 10.4 Notices.

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) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

If To City:

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

With Copies To:

Office of the Corporation Counsel  
City of Chicago  
City Hall, Room 511  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division

and

Department of Finance  
City of Chicago  
121 North LaSalle Street,  
Room 501  
Chicago, Illinois 60602  
Attention: Comptroller

If To Loan Servicer:

Neighborhood Lending Services,  
Inc.  
747 North May Street  
Chicago, Illinois 60622  
Attention: Director, Lending  
Programs

If To N.H.S.:

Neighborhood Housing Services of  
Chicago, Inc.  
747 North May Street  
Chicago, Illinois 60622  
Attention: \_\_\_\_\_

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) above shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) 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 (d) above shall be deemed received two business days following deposit in the mail.

#### 10.5 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, limited or general partnership, joint venture, or any such association or relationship involving the City.

#### 10.6 Assignment.

(a) Sale by N.H.S., Loan Servicer. Neither N.H.S. nor the Loan Servicer

may sell, assign or transfer this Agreement or any interest hereunder.

(b) Sale by City. N.H.S. and the Loan Servicer consent to the City's sale, assignment, transfer or other disposition of this Agreement at any time in whole or in part.

#### 10.7 Invalidation.

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.

#### 10.8 Governing Law.

This Agreement shall be governed by and construed in accordance with Illinois law.

#### 10.9 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 the review by the Corporation Counsel.

#### 10.10 Binding Effect.

Subject to the rights and limitations contained in Section 10.06 hereof, this Agreement shall inure to the benefit of and shall be binding upon the City, N.H.S., the Loan Servicer and the City's successors and assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and the successors and assigns of the City.

#### 10.11 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, and the masculine form shall include feminine and neuter.

10.12 Authority.

The City Fund chargeable shall be Fund No. \_\_\_\_\_ and any disbursements therefrom are subject to the availability of funds therein.

10.13 References To Statutes, Etc.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions or notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, notices and circulars.

In Witness Whereof, The City, N.H.S. and the Loan Servicer have executed this Agreement as of the date first set forth above, at Chicago, Illinois.

City of Chicago, Illinois

By: \_\_\_\_\_  
Commissioner,  
Department of Housing

Neighborhood Housing Services  
of Chicago, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Neighborhood Lending Services,  
Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Sub) Exhibits "A" and "B" attached to this Agreement read as follows:

*(Sub)Exhibit "A".*

*Contractor's Affidavit.*

Specification Number: \_\_\_\_\_

Bidder/Proposer Name: \_\_\_\_\_

Bidder/Proposer Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Federal Employer I.D. No.: \_\_\_\_\_

or Social Security No.: \_\_\_\_\_

Instructions: For Use With A Professional Services Contract Funded By City, State Or Federal Funds Except U.S.D.O.T. Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pp. 1 -- 4), II (p. 4), III (p. 6), IV (p. 8) and VII (p. 10) which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section IX (p. 10). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Housing for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned \_\_\_\_\_, as \_\_\_\_\_  
 (Name) (Title)

and on behalf of \_\_\_\_\_ ("Contractor") having been duly  
 (Business Name)

sworn under oath certifies that:

I.

*Disclosure Of Ownership Interests.*

All bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

- Bidder/Proposer is a (Check One):
- Corporation       Sole Proprietor
  - Partnership       Not-for-Profit Corporation
  - Joint Venture       Other

Section 1.

*For-Profit Corporations.*

a. Incorporated in the State of \_\_\_\_\_

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all Officers of Corporation (or Attach List):      Names of all Directors of Corporation (or Attach List):

Name (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. Is the corporation owned partially or completely by one or more other corporations? Yes [ ] No [ ]



If "Yes", provide the above information, as applicable, for each of said corporations.

- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

### *Section 2.*

#### *Partnerships.*

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

Names Of Partners (Print or Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Section 3.

Sole Proprietorships.

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [ ] No [ ] If No, complete items b. and c. of this Section 3.

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

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

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- 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:

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*Section 4.*

*Land Trusts, Business Trusts, Estates  
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

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*Section 5.*

*Not-For-Profit Corporations.*

a. Incorporated in the State of \_\_\_\_\_

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all Officers of Corporation (or Attach List):      Names of all Directors of Corporation (or Attach List):

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

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Department of Housing takes action on the contract or other action requested of the Department of Housing.

II.

*Affidavit Of Local Business.*

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City Taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

1) Is bidder/proposer a "Local Business" as defined above?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

2) How many persons are currently employed by bidder/proposer? \_\_\_\_\_

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, list such bidder/proposer business addresses:

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(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of Chicago locations? \_\_\_\_\_

- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: \_\_\_\_\_ No: \_\_\_\_\_

### III.

#### *Contractor Certification.*

##### A. Contractor.

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity<sup>1</sup> 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 entity<sup>1</sup>, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity<sup>1</sup> during a period of 3 years prior to the date of award of the subcontract:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of guilt of such conduct described in 1 (a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>3</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which

contains the same elements as the offense of bid-rigging<sup>3</sup> during a period of five years prior to the date of submittal of this bid, proposal or response<sup>2</sup>.

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating<sup>4</sup>.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General".

#### B. Subcontractor.

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity<sup>1</sup>, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity<sup>1</sup> having engaged in or been convicted of: (a) any of the conduct described in Section III A1(a) or (b) of this certification, (b) bid-rigging<sup>3</sup>, bid-rotating<sup>4</sup>, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A1 (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by the Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity<sup>1</sup> or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity<sup>1</sup> having engaged in or been convicted of: (a) any of the conduct described in Section III A1

(a) or (b) of this certification; or (b) of bid-rigging<sup>3</sup>, bid-rotating<sup>4</sup> or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section III A1 (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.
4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.
5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

#### C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory must initial on the line next to the appropriate subsection.

1. \_\_\_\_\_ The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. \_\_\_\_\_ The Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. — The Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above<sup>5</sup>.

**D. Certification Regarding Suspension And Disbarment.**

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph D1(a) above; and
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
2. If the Contractor is unable to certify to any of the statements in this Certification, Contractor shall attach an explanation to this Certification.
3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to paragraph D1 of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.



#### E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

#### F. Punishment.

A Contractor who makes a false statement, material to Section III(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b). Making a false statement concerning Section III of this Certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the contract under the contract in a civil action. 65 ILCS 5/11-42.1-1.

#### Notes 1 -- 5 For Section III, Contractor Certification.

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, the Contractor or a subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of Subsection (a) of 720 ILCS 5/5-4.

3. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement 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. 720 ILCS 5/33E-3.

4. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

- (1) the contract is for goods or services vital to the public health, safety, or welfare; and
- (2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

#### IV.

#### *Anti-Apartheid.*

The Contractor certifies that the terms used in this Certification are defined in the Anti-Apartheid Ordinance and the regulations issued thereunder, and

have the same meanings in this affidavit as in the ordinance and regulations. In completing this Section IV, authorized signatory must, if appropriate, place his/her initials in brackets (A), (B) or (C) below. If the Contractor is unable to certify as to either the statement contained in (A), (B) or (C) below, please contact the Department of Housing for the City of Chicago.

- A. ( ) The Contractor has no contracts for professional services, either directly or through any of its subsidiaries with South Africa, any South African business, or any business or corporation for the express purpose of assisting operations in or trading with any private or public entity located in South Africa ("Prohibited Contracts"). The Contractor certifies that neither it nor its subsidiaries have been disqualified from acting as a financial institution for the City under the Anti-Apartheid Ordinance.
- B. ( ) Further, the Contractor certifies that it and its subcontractors under the subject contract will not provide to the City any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.
- C. ( ) The Contractor and its subsidiaries maintain a policy not to enter into additional Prohibited Contracts in the future, and will maintain that policy during the term of this contract with the City; and the Contractor and its subsidiaries are actively pursuing a program of disengaging from all Prohibited Contracts, and will complete their disengagement within one year from the date of this affidavit. The Contractor also certifies that it has complied with Anti-Apartheid Regulation 5.1(a) and (b) and attached the necessary information and will report on a quarterly basis concerning the status of the disengagement program to the Purchasing Agent and the head of the City department with which the Contractor enters into this contract. The Contractor certifies neither it nor its subsidiaries have been disqualified from acting as a financial institution for the City under the Anti-Apartheid Ordinance.

**In The Event That This Contract Is Funded In Whole Or In Part By Federal Funds, The Contractor Shall Comply With Sections V Through VII Below.**

## V.

*Certification Of Restriction On Lobbying.*

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This Certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or more than \$100,000 for each such failure.

## VI.

*Certification Of Nonsegregated Facilities.*

- A. By submission of this proposal, bidder certifies that it does not and will not maintain or provide for its employees any segregated

facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

- B. "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- C. The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will: 1) Obtain identical certifications from proposed subcontractors before the award of subcontracts exceeding \$10,000 under which the subcontractor will be subject to the Equal Opportunity clause; 2) Retain the certifications in the files; and 3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice To Prospective Subcontractors Of Requirements For Certifications Of Nonsegregated Facilities.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certifications may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The Penalty For Making False Statements In Offers Is Prescribed In 18 U.S.C. 1001.

**VII.**

*Equal Employment Opportunity.*

The Equal Employment Opportunity Regulations of the Secretary of Labor (Volume 33, Federal Register Section 60-1.7(b)(1)) require that each

prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

            
Yes

            
No

2. If answer to Number 1 is yes, have you filed with the Joint Reporting Committee, the Director of O.F.C.C., any federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

            
Yes

            
No

#### VIII.

##### *Incorporation Into Contract And Compliance.*

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit. Further, the Contractor shall comply with these certifications during the term of the Contract.

#### IX.

##### *Verification.*

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer (Print  
or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_  
by \_\_\_\_\_ (Name) as \_\_\_\_\_ (Title) of  
\_\_\_\_\_ (Contractor).

\_\_\_\_\_  
Notary Public Signature

*(Sub)Exhibit "B".*

*Collection Procedures.*

1. For each Loan and Grant, the Loan Servicer shall use the following collection procedures, subject to subsection (4) hereof:

- (a) A reminder notice is sent 15 days after the due date, advising the Owner that a late charge is due 10 days after the due date and of the total amount due.
- (b) At 30 days past due: (i) a collection file is activated with a copy of the Application and a completed collection information sheet, (ii) the Collection Department telephones the Owner, and (iii) a past due letter is sent.
- (c) At 60 days past due: (i) calls from the Collection Department to the Owner are continuing, (ii) a H.U.D. counseling letter is sent in English and, if appropriate, Spanish in reference to Section 169 Housing and Community Developing Act of 1987, (iii) a 60-day letter is also sent from the automated system, and (iv) an inspection of the Building and door hanger are ordered if there has been no contact with the Owner, including no telephone contact at the Owner's residence or job.
- (d) At 90 days past due: (i) an automated letter is sent out, (ii) the Collection Department continues calls, and (iii) at this point the Loan or Grant is evaluated for written formal forbearance if there is a temporary hardship.
- (e) At 120 days past due: (i) if an evaluation of the Owner shows no income or cooperation, a Fannie Mae Guideline for Foreclosure letter is sent to the Owner by certified and regular mail, (ii) the Loan or Grant is referred to an attorney if there is no resolution from the Owner, (iii) the Loan Servicer does an inspection of the Building and changes the locks, keeping an account of the total amount of the expenses plus attorney's fees, taxes and insurance, if applicable, (iv) if the Loan Servicer determines that the Building does not have the required insurance coverage, the Loan Servicer obtains the required insurance from Cooroon & Black Insurance, and (v) the Loan Servicer does a comparison assessing comparative value of the Building, and may, with the consent of D.O.H., attempt to have title to the Building transferred to N.H.S. Redevelopment Corporation to manage until sale.

2. The following delinquency percentages shall be maintained with the authority designated:



(a) No higher than 20% delinquency of payments due at 60 days. If the percentage rises above 20%, the City shall have the right to demand that the rate be brought under 20% within the next 30 days. If that action does not occur, the City shall have the right to cancel the Agreement and take over the management of the portfolio.

(b) No higher than 15% delinquency of payments due at 90 days or thereafter. If the percentage rises above 15%, the City shall have the right to cancel the Agreement and take over the management of the portfolio. This right shall include the transfer of all Loan and Grant materials from the Loan Servicer and any other designated agent to D.O.H.. These materials shall be turned over in a timely and complete manner.

(c) The City shall have the right to examine any of the records, procedures and materials which are relevant to the lending and servicing of the Loans and Grants under the C.A.P.P. Financing Program. Furthermore, the City shall retain the right to take legal action against the Loan Servicer if it is deemed to have been negligent in its duties.

3. In the event any Owner fails to make a payment to the Loan Servicer required to be made under the terms of the applicable Loan or Grant, the Loan Servicer will notify the City of such fact within 30 days after the payment shall have become due and payable. The Loan Servicer shall use diligence to ascertain the occurrence of any of the following, and forthwith shall notify the City of the failure of any Owner to perform any other obligation under the applicable Loan or Grant and also of any of the following which might come to the attention of the Loan Servicer:

- (a) the vacating of or any change in the occupancy of the Building, if a single-family house;
- (b) the sale or transfer of the Building;
- (c) the death, bankruptcy, insolvency or other disability of any Owner which might impair ability to repay the Loan or Grant;
- (d) any loss or damage to the Building in which event, in addition to notifying the City, the Loan Servicer shall ensure that the Private Lender and the appropriate insurance companies are promptly notified; and

- (e) any lack of repair or any other deterioration or waste suffered or committed in respect to the Building.
4. The Loan Servicer shall perform the following functions with respect to Loans and Grants delinquent for 90 days more:
- (a) the Loan Servicer shall advise the City in writing of all Loans and Grants delinquent by 90 days or more and shall attempt to collect the same via the use of personnel of the Loan Servicer to perform skip tracing, calls to employers, work-out meetings with Owners, and all other reasonable measures. For delinquent Loans and Grants requiring legal action, the Loan Servicer will use outside counsel on an actual cost basis. The selection of such outside counsel will be at the City's sole discretion and the Loan Servicer shall not have the authority, absent prior written approval from the City, to so engage outside counsel; and
  - (b) in consultation with the Private Lender and the City, the Loan Servicer shall institute and conduct foreclosure proceedings, and take possession of the property, all in accordance with the instructions of, and shall protect and manage the Building until the same is disposed of. Proceeds from any foreclosure shall be promptly transmitted to the City, after deduction of all expenses incurred in connection with such foreclosure. The Loan Servicer shall provide the City with a detailed statement with respect to all such foreclosure expenses.

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

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, having had under consideration two (2) orders authorizing the Corporation Counsel to enter into and execute settlement orders in the following cases:

- a. *Kullab v. Miller*, 90 C 0575, in the amount of \$200,000; and
- b. *United States of America v. City of Chicago*, in the amount of \$1,568,360,

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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

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

*Kullab v. Miller.*

*Ordered*, That the Corporation Counsel is hereby authorized and directed

to enter into and execute a settlement agreement in the following matter:  
*Kullab v. Miller*, 90 C 0575, in the amount of \$200,000.

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*United States Of America 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:  
*United States of America v. City of Chicago*, in the amount of \$1,568,360.

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AUTHORIZATION FOR LEVY OF TAXES SUFFICIENT TO  
PAY PRINCIPAL OF AND INTEREST ON GENERAL  
OBLIGATION SCHOOL ASSISTANCE BONDS,  
REFUNDING SERIES (1993A) OF CHICAGO  
SCHOOL FINANCE AUTHORITY.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, having had under consideration an ordinance authorizing a tax levy sufficient to pay principal of and interest on an issue of General Obligation School Assistance Bonds, Refunding Series (1993A) of the Chicago School Finance Authority, in an amount not to exceed \$290,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
Chairman.

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, 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.

Alderman O'Connor was excused from voting under the provisions of Rule 14 of the Council's Rules of Order and Procedures.

The following is said ordinance as passed:

WHEREAS, There has been filed with and there is before the City Council of the City of Chicago (the "City Council") a certified copy of a resolution adopted on April 29, 1980, as supplemented on December 9, 1980, November 13, 1984, November 20, 1985, July 10, 1986, December 16, 1987 and April 9, 1992 (the "Bond Resolution"), by the Chicago School Finance Authority (the "Authority"), creating and establishing an issue of General Obligation School Assistance Bonds of the Authority (the "Bonds"), a conformed copy of which is attached as Exhibit A to this Ordinance; and

WHEREAS, There has been filed with and there is before the City Council a certified copy of a resolution (the "1993A Refunding Series Resolution") adopted on March 10, 1993, by the Authority, authorizing the issuance of up to \$290,000,000 aggregate principal amount of General Obligation School Assistance Bonds of the Authority, Refunding Series (1993A) (the "1993A Refunding Series Bonds"), a conformed copy of which (with exhibits deleted) is attached as Exhibit B to this Ordinance, for the purpose of refunding certain of the Bonds (together, the "Refunded Bonds"); and

WHEREAS, The Bond Resolution and the 1993A Refunding Series Resolution were adopted pursuant to the authority of and in compliance with the Constitution and the laws of the State of Illinois including the School Finance Authority Act, as amended, today (the "Act"); and

WHEREAS, The City Council desires to provide for the levy of taxes sufficient to pay and discharge principal of the 1993A Refunding Series Bonds at maturity or on sinking fund installment dates and to pay interest, as it falls due, on the 1993A Refunding Series Bonds; now, therefore,

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

**SECTION 1. Levy Of Taxes.**

(a) In compliance with the demand and direction set forth in the 1993A Refunding Series Resolution that the City Council levy and provide for the collection of a direct annual tax sufficient to pay principal of and interest on the 1993A Refunding Series Bonds, there is levied and there shall be collected a direct annual tax upon all the taxable property within the City of Chicago (the "City"), being the school district named the Board of Education of the City of Chicago, for the purpose of paying principal of and interest on the Bonds, sufficient to pay and discharge the principal of the 1993A Refunding Series Bonds at maturity or on sinking fund installment dates and to pay interest, as it falls due, on the 1993A Refunding Series Bonds (other than to pay debt service due on and prior to June 1, 1994, for which amounts on hand (including accrued interest on the 1993A Refunding Series Bonds) or to be collected from taxes levied for levy years prior to 1993 with respect to outstanding Bonds are expected to be sufficient) and, in particular, but not in limitation of the foregoing, including a tax sufficient to produce the following sums for the following years:

Levy Year	Amount	Levy Year	Amount
1993 .....	\$19,133,284.00	2001 .....	\$33,727,136.00
1994 .....	\$28,528,284.00	2002 .....	\$33,819,386.00
1995 .....	\$33,336,239.00	2003 .....	\$33,818,669.00
1996 .....	\$33,370,599.00	2004 .....	\$33,831,003.00
1997 .....	\$33,429,829.00	2005 .....	\$13,132,013.00
1998 .....	\$33,534,806.00	2006 .....	\$13,194,425.00
1999 .....	\$33,569,481.00	2007 .....	\$13,264,025.00
2000 .....	\$33,645,251.00		

(b) The 1993A Refunding Series Resolution provides that the Authority shall, upon the sale of the 1993A Refunding Series Bonds, by a resolution supplementing the 1993A Refunding Series Resolution (the "1993A Supplemental Resolution"), determine the amount of the 1993A Refunding Series Bonds that shall be issued, award the sale of those 1993A Refunding Series Bonds and provide for their interest rates. The 1993A Refunding Series Resolution also provides that the 1993A Supplemental Resolution

shall determine the exact amounts of taxes sufficient so to pay principal of and interest on the 1993A Refunding Series Bonds so to be issued, and shall abate any taxes levied by this Ordinance (the "1993A Refunding Series Tax Levy Ordinance") to the extent they are in excess of those exact amounts of taxes. The Authority shall make a finding in the 1993A Supplemental Resolution that issuance and application of that amount of 1993A Refunding Series Bonds at those interest rates will provide net present value debt service savings on the Authority's Bonds. If the Authority shall determine not to award the sale of any 1993A Refunding Series Bonds, it will abate all taxes levied by this 1993A Refunding Series Tax Levy Ordinance.

**SECTION 2. Additional Levy For Deficiencies.** The taxes which are levied by this Ordinance include the additional sums provided in this Section, which are in addition to the dollar amounts specifically set forth in Section 1 of this 1993A Refunding Series Tax Levy Ordinance and not abated by the 1993A Supplemental Resolution. For paying principal of and interest on the Bonds, there is levied and there shall be collected a direct annual tax upon all taxable property within the City, being the school district named Board of Education of the City of Chicago, sufficient to produce the sums specified in this Section. The additional sums provided in this Section are levied for each levy year, beginning with the tax levy for levy year 1994, and shall be collected in each calendar year, beginning with calendar year 1995, while any of the 1993A Refunding Series Bonds are outstanding and unpaid, either as to principal or interest. The additional amount levied for each such year pursuant to this Section is the sum sufficient to produce the amount, if any, by which:

(i) the cumulative total principal amounts due on the 1993A Refunding Series Bonds at maturity or on sinking fund installment dates and the interest on the 1993A Refunding Series Bonds as it shall have come due, in each case after June 1, 1994, and in each case through December 1 of such levy year (all as provided in the Bond Resolution, the 1993A Refunding Series Resolution and the 1993A Supplemental Resolution), shall have exceeded;

(ii) the cumulative total of the collections, up to and through December 1 of such levy year, of all taxes levied as provided by this 1993A Refunding Series Tax Levy Ordinance, and not abated by the 1993A Supplemental Resolution (including taxes levied pursuant to this Section, and treating as tax collections the total amount of all such taxes levied as provided in this 1993A Refunding Series Tax Levy Ordinance which shall have been abated pursuant to Section 601 of the Bond Resolution with respect to extensions for all years through that December 1). For purposes of this part (ii) (and the corresponding parts (ii) in the ordinances levying taxes with respect to the Series of Bonds of which the Refunded Bonds are parts), collections, after December 1, 1993, of taxes levied for levy years prior to 1993 by those prior ordinances shall be treated as collections of taxes levied by this 1993A Refunding Series Tax Levy Ordinance and by those

prior ordinances in proportion to the total debt service in the year of collection on the then Outstanding Bonds of the 1993A Refunding Series Bonds and the various respective Series of Bonds of which the Refunded Bonds are a part.

No later than December 31 of each year, beginning in 1994, the Trustee under the Bond Resolution shall file in the offices of the county clerks of each county in which any taxable property in the City is located, a statement, certified by a corporate trust officer of that Trustee, of the amount of the additional taxes which are included in the levy for that year as provided in this Section. The failure of the Trustee to file the certificate referred to in the preceding sentence shall not affect the validity of the levy of taxes as provided in this Section and, whether or not the Trustee shall file the statement, the county clerks and collectors of each county in which any taxable property in the City is located are directed to cause to be extended and collected all the amounts levied by this Section, all as provided in this Section. Taxes which have been levied pursuant to the Series Resolutions and Tax Levy Ordinances for debt service on the Refunded Bonds for levy years prior to 1993 shall continue to be extended, collected and paid to the Trustee and deposited in the debt service fund established by the Bond Resolution (the "Debt Service Fund").

**SECTION 3. Filing Of Ordinance.** After the adoption of this 1993A Refunding Series Tax Levy Ordinance, the City Clerk of the City is directed to cause copies of this 1993A Refunding Series Tax Levy Ordinance, duly certified by or on behalf of that officer, to be filed in the office of the County Clerk and of the County Collector of each county in which any taxable property in the City is located. The Secretary of the Authority shall file copies of the 1993A Supplemental Resolution, duly certified by or on behalf of the Secretary, in the offices of such County Clerks and County Collectors. Upon the filing of such copies of this 1993A Refunding Series Tax Levy Ordinance and the 1993A Supplemental Resolution with the County Clerks, it shall be the duty of those County Clerks to extend the taxes so levied for the 1993A Refunding Series Bonds, all as provided in the Act, this 1993A Refunding Series Tax Levy Ordinance, the Bond Resolution, the 1993A Refunding Series Resolution and the 1993A Supplemental Resolution. Except as specifically provided in the Bond Resolution, the 1993A Refunding Series Resolution, the 1993A Supplemental Resolution or this 1993A Refunding Series Tax Levy Ordinance, the taxes levied as provided in this 1993A Refunding Series Tax Levy Ordinance shall be computed, extended and collected in the same manner as is now or may subsequently be provided for the computation, extension and collection of ad valorem property taxes in the City generally. The taxes to be levied as provided in this 1993A Refunding Series Tax Levy Ordinance shall be extended without limitation as to rate and shall be extended in amounts sufficient to produce the amounts so specified and provided for in this 1993A Refunding Series Tax Levy Ordinance. No further action of this City Council shall be required for the levy of taxes as provided in this 1993A Refunding Series Tax Levy



Ordinance or for their extension and collection by the appropriate county officers.

**SECTION 4. Tax For Sole Benefit Of Bondholders; Payment To Trustee.**

(a) As provided by the Act and the Bond Resolution, while any 1993A Refunding Series Bonds remain outstanding and unpaid, the taxes levied by this 1993A Refunding Series Tax Levy Ordinance shall be for the sole benefit of the Holders of the Outstanding Bonds. The Act and the Bond Resolution provide that such Holders of Bonds shall have a security interest in, and a lien upon, all rights, claims and interests of the Authority arising pursuant to the levy and all present and future proceeds of the levy and that the security interest in and lien upon those rights, claims and interests is valid and binding from the time the 1993A Refunding Series Bonds are issued, without any physical delivery or further act, and shall be valid and binding as against, and prior to any claims, if any, of all other parties having claims of any kind in contract, tort or otherwise against the State, the Authority, the Board of Education of the City of Chicago (the "Board") or the City, or any other person, irrespective of whether such other parties have notice of such lien or security interest, all as provided in the Act and the Bond Resolution.

(b) As provided by the Act and the Bond Resolution, all proceeds of the levy of taxes made by this 1993A Refunding Series Tax Levy Ordinance shall be deposited by the county collectors of each county in which any taxable property in the City shall be located directly in the Debt Service Fund established with the Trustee by the Bond Resolution. The Bond Resolution provides that such amounts shall be applied solely for the payment and discharge of principal of the Bonds (at maturity or on sinking fund installment dates) and of interest on the Bonds as it falls due, for redemption or purchase of Bonds as provided by the Bond Resolution or for transfer to the Reserve Fund as provided by the Bond Resolution, and shall not be used for any other purpose.

**SECTION 5. Tax in Addition to and Separate from Other Taxes.** As provided by the Act, the taxes levied as provided in this 1993A Refunding Series Tax Levy Ordinance shall be in addition to and exclusive of the maximum of all other taxes which the Authority, the Board or the City Council is now, or may subsequently be, authorized constitutionally or by law to levy for any and all school (or any other) purposes. The taxes so levied by this 1993A Refunding Series Tax Levy Ordinance shall be separate and apart from all other taxes of the Authority, the Board and the City.

**SECTION 6. Bonds Not Obligations of City.** This 1993A Refunding Series Tax Levy Ordinance is adopted in order to carry out the functions of the City Council as specified in the Act and the 1993A Refunding Series Bonds shall not be deemed to constitute a debt or liability of the City, within the meaning of the Constitution and laws of the State, or a pledge of the full

faith and credit of the City. Other than as set forth in this 1993A Refunding Series Tax Levy Ordinance, the issuance of the 1993A Refunding Series Bonds shall not directly, indirectly or contingently obligate the City to levy any form of taxation for the 1993A Refunding Series Bonds or to make any appropriation for payment of the 1993A Refunding Series Bonds. The City shall not in any event be liable for the payment of principal, redemption price or interest on the 1993A Refunding Series Bonds or for the performance of any pledge, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach of any such pledge, obligation or agreement may impose any liability upon the City or any charge upon its general credit or against its taxing power.

**SECTION 7. Allowance for Loss and Cost of Collection and Anticipated Deferred Collections.** The Act, the Bond Resolution and the 1993A Refunding Series Resolution provide that in extending the taxes levied by this 1993A Refunding Series Tax Levy Ordinance, the county clerks of each county in which any taxable property in the City is located shall include in each year an amount to cover loss and cost of collection and anticipated deferred collections of the taxes so levied as is and shall be determined by the Authority pursuant to the Act, the Bond Resolution and the 1993A Refunding Series Resolution. The 1993A Refunding Series Resolution initially determines the amounts to be included for such purpose in the extension of the taxes levied by this 1993A Refunding Series Tax Levy Ordinance. The Bond Resolution and the 1993A Refunding Series Resolution provide for such determination to be modified by the Authority as provided in those Resolutions; provided that no action of the City Council shall be required with respect to any such determination or modification of the determination of the allowance for loss and cost of collection and anticipated deferred collections for taxes to be extended in any year.

**SECTION 8. Covenants.** It is covenanted and agreed with the Holders (as defined in the Bond Resolution) of all Bonds issued under the Bond Resolution as follows:

(a) The City Council will not take any action to repeal, abate or reduce the taxes levied by this 1993A Refunding Series Tax Levy Ordinance, or otherwise to restrict the extension and collection of those taxes, except upon the direction of the Authority and only to the extent expressly permitted by the Bond Resolution.

(b) Without limiting any provisions of this 1993A Refunding Series Tax Levy Ordinance, the City Council will take any or all additional steps, make any or all additional directions and cause to be filed any or all additional documents as may be or may become necessary to cause to be levied and extended for collection of a direct annual tax upon all taxable property within the City, being the school district named the Board of Education of the City of Chicago, sufficient to pay and discharge the principal of the 1993A Refunding Series Bonds, at maturity or on sinking

fund installment dates, and interest on the 1993A Refunding Series Bonds as it falls due.

SECTION 9. Conflict. To the extent that any ordinances, resolutions or rules of the City Council are in conflict with this 1993A Refunding Series Tax Levy Ordinance or its adoption, the provisions of this 1993A Refunding Series Tax Levy Ordinance and its adoption shall be controlling.

SECTION 10. Effectiveness. This 1993A Refunding Series Tax Levy Ordinance shall be effective and in force immediately upon its adoption.

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

*Exhibit "A."*

*Chicago School Finance Authority*  
*School Assistance Bond Resolution,*  
*Creating And Establishing An Issue Of*  
*Chicago School Finance Authority*  
*General Obligation School Assistance Bonds.*

*Adopted April 29, 1980,*  
*As Supplemented December 9, 1980,*  
*November 13, 1984, November 20, 1985, July 10, 1986,*  
*December 16, 1987 And April 9, 1992.*

*Be It Resolved by the Board of Directors of the Chicago School Finance Authority as follows:*

*Article I.**Statutory Authority, Findings And Definitions.*

## 101. Definitions.

For purposes of this Resolution each of the following words and phrases shall have the following meanings, unless the context clearly indicates a different meaning:

(1) The word "Act" means Article 34A of The School Code, as amended, of the State.

(2) The word "Authority" means the Chicago School Finance Authority, a body politic and corporate and unit of local government of the State, established by the Act.

(3) The phrase "Authorized Officer", in respect of any act or duties, means any director, officer or employee of the Authority authorized by resolution of the Authority to perform that particular act or duty. With respect to any investment of funds Authorized Officer also includes an investment advisor appointed by resolution of the Authority.

(4) The word "Board" means the Board of Education of the City of Chicago, which is the school district comprising the City.

(5) The word "Bonds" means any Bond, or the issue of Bonds, as the case may be, established and created by this Resolution and issued pursuant to a Series Resolution or Series Resolutions.

(6) The phrase "Capitalized Interest Accounts" means the series of accounts of that name in the Debt Service Fund, which accounts are established pursuant to Section 601 of this Resolution.

(7) The word "Chairman" means the Chairman of the Authority.

(8) The word "City" means the City of Chicago, Illinois.

(9) The word "Code" means the United States Internal Revenue Code of 1986, and any predecessor or successor statutes, as amended to the date of issuance of any Series of Bonds (or for purposes of Section 910(1)(b), as amended from time to time).

(10) The phrase "Cost of Issuance" means all fees and costs incurred by the Authority relating to the issuance of the Bonds, including, without

limitation, printing costs, administrative costs, Trustee's fees and charges, Paying Agents' fees, legal fees, accounting fees, and financial advisory fees, the cost of any premiums for municipal bond insurance to insure any Bonds, the cost of providing any Reserve Fund Credit Instrument and costs of letters of credit or other credit facilities and related services with respect to the Bonds.

(11) The phrase "Cost of Issuance Accounts" means the series of accounts established pursuant to Section 503 of this Resolution.

(12) The phrase "Counsel's Opinion" shall mean an opinion signed by a lawyer or firm of lawyers selected by the Authority.

(13) The phrase "Debt Service Fund" means the fund established by Section 601 of this Resolution.

(14) The phrase "Debt Service Requirements" as applied to the Bonds or any Series of Bonds means, with respect to any date, all payments of principal of and interest on all such Bonds which are outstanding and which shall be due and payable on that date. In calculating the Debt Service Requirements for any date:

(a) there shall be included the Sinking Fund Installments on that date for Term Bonds;

(b) there shall be excluded the principal amount of Term Bonds maturing on that date but required to be redeemed prior to that date pursuant to Sinking Fund Installments; and

(c) there shall be excluded the interest which would be due on such date on the amount of Term Bonds required to be redeemed prior to that date pursuant to Sinking Fund Installments.

(15) The phrase "Defeasance Fund" means the fund established by Section 604 of this Resolution.

(16) The word "Holder" or "Bondholder" and the phrase "Holders of Bonds" (when used with respect to Bonds) means the bearer of any Bonds registered as to bearer or not registered, or the registered owner of any Bonds registered other than to bearer; the word "Holder" (when used with respect to coupons) shall be the bearer of any coupons.

(17) The phrase "Investment Obligations" means any of the following obligations which at the time of investment of any amounts in any Fund or Account established pursuant to this Resolution are legal investments under the laws of the State for those amounts:

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

(b) direct and general obligations of, or obligations guaranteed by, the State, to the payment of the principal of and interest on which the full faith and credit of the State are pledged;

(c) negotiable or non-negotiable time deposits evidenced by certificates of deposit issued by banks, trust companies or national banking associations (which may include the Trustee or any Paying Agent) which are members of the Federal Deposit Insurance Corporation, or by savings and loan associations which are members of the Federal Savings and Loan Insurance Corporation, provided that such time deposits in any such bank, trust company, national banking association or savings and loan association are continuously secured by obligations described in subparagraphs (a) or (b) of this definition, and provided further that such obligations at all times have a market value at least equal to the maturity value of the deposits so secured, including accrued interest; and

(d) repurchase agreements with banks (which may include the Trustee or any Paying Agent) described in subparagraph (c) of this definition or with government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, the underlying securities of which are obligations described in subparagraph (a) of this definition, provided that the underlying securities are required to be physically held by the Trustee or its agent (which shall not be the bank or dealer with respect to which the agreement is made) or for which securities other steps are taken which shall have the effect of securing the Trustee to the same extent as if it or its agent were the physical holder of the underlying securities, in the opinion of counsel selected by the Authority, and are required to be continuously maintained at a market value not less than the amount so invested.

(18) The word "Moody's" shall mean Moody's Investors Service, Inc., its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating organization designated by the Authority, by notice to the Trustee.

(19) The word "Outstanding" when used with reference to Bonds, shall mean, as of any date, Bonds theretofore or then being delivered under the provisions of this Resolution except:

(a) any Bonds cancelled by the Trustee or any Paying Agent at or prior to such date;

(b) Bonds for the payment or redemption of which monies equal to the principal amount or Redemption Price of such Bonds, as the case may be, with interest to the date of maturity or redemption date, shall be held by the Trustee or the Paying Agents in trust (whether at or prior to the maturity or redemption date), provided that if such Bonds are to be redeemed, notice of such redemption shall have been given as provided in Article IV of this Resolution or provision satisfactory to the Trustee shall have been made for the giving of that notice;

(c) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Article III or Section 406 of this Resolution; and

(d) Bonds paid or deemed to have been paid as provided in Section 1101 of this Resolution.

(20) The phrase "Paying Agents" means the paying agents for the Bonds of any Series appointed pursuant to the Series Resolution for such Bonds or their successors appointed pursuant to this Resolution.

(21) The phrase "Principal and Interest Account" means the account of that name in the Debt Service Fund, which account is established by Section 601 of this Resolution.

(22) The word "Provider" shall mean a company, banking institution or other institution which is the issuer of a Reserve Fund Credit Instrument.

(23) The phrase "Rebate Fund" means the fund established by Section 910 of this Resolution.

(24) The phrase "Redemption Account" means the account of that name in the Debt Service Fund, which account is established by Section 601 of this Resolution.

(25) The phrase "Redemption Price" shall mean, with respect to any Bond (or portion of any Bond) the price on any redemption date, exclusive of accrued and unpaid interest, at which that Bond (or a portion of it) may be redeemed pursuant to this Resolution and the Series Resolution pursuant to which the Bond was issued.

(26) The phrase "Reimbursement Agreement" shall mean an agreement between the Authority and a Provider, entered into with respect to a Reserve Fund Credit Instrument, which pertains to the repayment to the Provider, with interest and expenses of the Provider of

amounts paid to the Trustee pursuant to that Reserve Fund Credit Instrument.

(27) The phrase "Reserve Fund" means the fund established by Section 602 of this Resolution.

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

(29) The phrase "Reserve Fund Credit Instrument Coverage" shall mean, with respect to any Reserve Fund Credit Instrument, at any date of determination, the amount available to pay principal of and interest on the Bonds under that Reserve Fund Credit Instrument.

(30) The phrase "Reserve Requirement" means, as of any date of calculation, an amount equal to one-half of the maximum amount of the sum of the Debt Service Requirements for the Outstanding Bonds for any twelve-month period ending on any June 1 after the date of calculation.

(31) The word "Resolution" shall mean this Resolution, as it may from time to time be supplemented by Supplemental Resolutions.

(32) The phrase "S. & P." shall mean Standard & Poor's Corporation, its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating organization designated by the Authority, by notice to the Trustee.

(33) The phrases "School Assistance Bonds Administrative Expenses" and "Administrative Expenses" shall mean fees and costs incurred by the Authority relating to the investment of amounts in the various funds and accounts established pursuant to this Resolution (including, without limitation, investment advisory fees), relating to securing and paying of Bonds (including, without limitation, Trustee's and Paying Agent's fees not incurred as a Cost of Issuance), relating to the use and application of



amounts in the School Construction Fund and the School Rehabilitation Fund (including, without limitation, costs of reviewing applications by the Board for disbursement of those funds) and relating to providing credit support for the Bonds (including, without limitation, premiums for municipal bond insurance and costs of letters of credit or other credit facilities and related services with respect to the Bonds, not incurred as a Cost of Issuance).

(34) The phrases "School Assistance Bonds Administrative Fund" and "Administrative Fund" mean the fund established by Section 607 of this Resolution.

(35) The phrase "School Assistance Fund" means the fund established by Section 501 of this Resolution.

(36) The phrase "School Construction Fund" means the fund established by Section 505 of this Resolution.

(37) The phrase "School Construction Purposes" means the purposes of constructing new school buildings or providing additions to school buildings.

(38) The phrase "School Construction and Rehabilitation Purposes" means the purposes of constructing new school buildings and rehabilitating and accomplishing the deferred maintenance existing as of August 31, 1984, of school buildings, including without limitation, repairing, modernizing, providing additions to and facilities in, altering and reconstructing school buildings and equipment.

(39) The phrase "School Rehabilitation Fund" means the fund established by Section 506 of this Resolution.

(40) The phrase "School Rehabilitation Purposes" means School Construction and Rehabilitation Purposes other than School Construction Purposes.

(41) The phrase "Serial Bonds" shall mean Bonds which mature in annual installments of principal (which need not be equal).

(42) The phrase "Series of Bonds" or "Bonds of a Series" shall mean the Series of Bonds authorized by a Series Resolution.

(43) The phrase "Series Resolution" shall mean a resolution of the Authority authorizing the issuance of a Series of Bonds in accordance with the terms and provisions of this Resolution.

(44) The phrase "Sinking Fund Installments" means, with respect to any date, the principal amount of Term Bonds of any Series which are required to be paid at maturity or are required to be redeemed by the

Authority on that date pursuant to and in the amounts provided by Section 204 of this Resolution and by the Series Resolution for the Series of Bonds.

(45) The phrase "Special Payments Account" means the account of that name in the Debt Service Fund, which account is established by Section 601 of this Resolution.

(46) The word "State" means the State of Illinois.

(47) The phrase "Supplemental Resolution" shall mean a resolution supplemental to this Resolution, adopted by the Authority in accordance with Article X of this Resolution.

(48) The phrase "Tax Levy Ordinance" with respect to any Series of Bonds means the ordinance which is required to be adopted by the City Council of the City levying taxes sufficient to pay such Series of Bonds as provided in Section 906 of this Resolution.

(49) The phrase "Term Bonds" shall mean Bonds payable pursuant to Sinking Fund Installments.

(50) The word "Trustee" means The First National Bank of Chicago, Chicago, Illinois, as trustee under this Resolution, or its successor as such Trustee.

(51) The phrase "Trustee's Annual Report" means the report required by Section 813 of this Resolution to be made by the Trustee to the Authority in December of each year, beginning in 1981.

(52) The phrase "Working Cash Fund" means the fund established by Section 504 of this Resolution.

## 102. Findings.

It is found and declared as follows:

(a) The Authority has been established by the Act as a body politic and corporate and as a unit of local government for the purposes of exercising financial control over the Board and of furnishing financial assistance to the Board, in each case so that the Board can provide public education within the City while permitting the Board to meet its obligations to its creditors and the holders of its bonds and notes.

(b) The Authority has been authorized by the Act to provide the Board with moneys for School Construction and Rehabilitation Purposes.

(c) It is necessary and in the best interests of the Authority and the public for the Authority to establish by this Resolution an issue of its General Obligation School Assistance Bonds and to provide for the issuance from time to time of those Bonds.

103. Authority For This Resolution.

This Resolution is adopted pursuant to the provisions of the Act.

104. Resolution And Series Resolutions Constitute Contract.

In consideration of the purchase and acceptance of any and all of the Bonds issued under this Resolution by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Authority and the Holders of the Bonds and coupons. Each Series Resolution shall be deemed to be and shall constitute a contract between the Authority and the Holders of the Bonds and of the coupons pertaining to the Bonds. The liens and security interests provided for in this Resolution and the covenants and agreements set forth in this Resolution to be performed by the Authority shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds and coupons, all of which, without regard to the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds or coupons over any other Bonds or coupons, except as expressly provided in or permitted by this Resolution.

105. Resolution And Series Resolutions Constitute Control With Provider.

In consideration of providing a Reserve Fund Credit Instrument, this Resolution shall be deemed to be and shall constitute a contract between the Authority and the Provider of each such instrument.

*Article II.*

*Authorization And Issuance Of Bonds.*

201. Authorization Of Bonds.

There is established and created an issue of Bonds of the Authority to be known and designated as "General Obligation School Assistance Bonds". The Bonds may be issued as provided in this Resolution without limitation

as to principal amount except as provided in this Resolution or as may be limited by law. All the Bonds are payable from the sources and are secured as provided in this Resolution. The Bonds shall be general obligations of the Authority. To the payment as it falls due of the interest on the Bonds and of the principal of the Bonds at maturity or on Sinking Fund Installment dates, the full faith and credit of the Authority are irrevocably pledged. The principal, Redemption Date and interest on Bonds are payable solely (a) from the taxes levied as provided by this Resolution, (b) from the Debt Service Fund and the Reserve Fund, including from deposits in those Funds of proceeds from the sale of Bonds and of amounts transferred from (i) the Working Cash Fund as provided in Section 504 of this Resolution, (ii) the School Construction Fund as provided in Section 505 of this Resolution, (iii) the School Rehabilitation Fund as provided in Section 506 of this Resolution, and (iv) the Administrative Fund as provided in Section 507 of this Resolution, and (c) from investment earnings on the Debt Service Fund and the Reserve Fund, all as provided in this Resolution and the various Series Resolutions; provided, however, nothing in this Resolution shall prohibit the use for any such payment of Bonds of any funds which lawfully may be used for that purpose.

#### 202. Bonds Not Obligations Of State, City Or Board.

The Bonds shall not be deemed to constitute a debt or liability of the State, the City or the Board or of any other political subdivision of the State (other than the Authority) within the meaning of the Constitution of the State or any State law, or a pledge of the full faith and credit of the State, the City or the Board or any other political subdivision of the State (other than the Authority). The issuance of the Bonds shall not directly, indirectly or contingently obligate the State, the City or the Board, or any other political subdivision of the State (other than the Authority) to levy any form of taxation for the Bonds (except as explicitly provided in the Act, this Resolution, the various Series Resolutions and the various Tax Levy Ordinances) or to make any appropriation for payment of the Bonds. The State, the City and the Board shall not in any event be liable for the payment of principal, Redemption Price or interest on the Bonds or for the performance of any pledge, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach of any such pledge, obligation or agreement may impose any liability upon the State, the City or the Board or any charge upon their general credit or against their taxing power. The Bonds shall state on their face that they are payable solely from the funds and revenues provided for their payment in accordance with this Resolution and the various Series Resolutions; provided, however, nothing in this Resolution or in any Series Resolution shall prohibit the use for such payment of Bonds of any funds which lawfully may be used for that purpose.

### 203. Pledge Of State.

By the Act, the State pledges to and agrees with the Holders of the Bonds that the State will not limit or alter the rights and powers vested in the Authority by the Act so as to impair the terms of the contract made by this Resolution, the various Series Resolutions or the various Tax Levy Ordinances with the Holders of the Bonds and of the coupons pertaining to the Bonds or so as in any way to impair the rights and remedies of the Holders of the Bonds and of the coupons pertaining to the Bonds until the Bonds are paid in full as to both principal and interest, and all costs and expenses in connection with any action or proceeding by or on behalf of the Holders of the Bonds and of the coupons pertaining to the Bonds are fully met and discharged or provision is made for their payment.

### 204. Provisions For Issuance Of Bonds.

The Bonds may be issued in one or more Series. The issuance of the Bonds shall be authorized by one or more Series Resolutions of the Authority adopted subsequent to this Resolution. The Bonds of each Series shall, in addition to the title "General Obligation School Assistance Bonds", contain an appropriate Series designation.

The Bonds of each Series shall be executed by the Authority for the issuance under the Resolution and delivered to the Trustee, authenticated by the Trustee, if authentication is required by the Series Resolution, and delivered by the Trustee to the Authority or upon its order, but only upon the receipt by the Trustee of:

(1) A Counsel's Opinion of nationally recognized bond counsel to the effect that (a) the Authority has the legal right and power to adopt the Resolution and the Series Resolution pertaining to that Series of Bonds, and the Resolution has been duly and lawfully adopted by the Authority, is in full force and effect and is valid and binding upon the Authority, (b) the Series Resolution and the Tax Levy Ordinance pertaining to the Series of Bonds being issued have been duly and lawfully adopted, are in full force and effect and are valid and binding and conform to the requirements of this Resolution for such Series Resolutions and Tax Levy Ordinances, and (c) the Bonds of such Series are valid and binding obligations of the Authority as provided in the Resolution and entitled to the benefits of the Resolution and of the Act as amended to the date of such Counsel's Opinion, and that such Bonds have been duly and validly authorized and issued in accordance with law, including the Act as amended to the date of such Counsel's Opinion, and in accordance with the Resolution.

(2) A written order as to the delivery of such Series of Bonds, signed by an Authorized Officer of the Authority.

(3) In the case of each Series of Bonds, a copy of the Series Resolution authorizing such Bonds, certified by the Secretary of the Authority, which Series Resolution shall specify:

- (a) The authorized principal amount of that Series of Bonds;
- (b) The purposes for which the Series of Bonds is being issued, which may be for any purpose for which the Authority by law is (or may, at the time of issuance of such Series of Bonds, be) authorized to issue such Series of Bonds;
- (c) The date, maturity dates and amounts of each maturity and the first interest payment date of the Bonds of the Series;
- (d) The interest rate or rates for such Series of Bonds or the manner of determining such rate or rates;
- (e) The denomination or denominations of, and the manner of numbering and lettering the Bonds of such Series, provided that each Bond shall be of the denomination of \$5,000 or an integral multiple of that principal amount, not exceeding the aggregate principal amount of the Bonds of such Series maturing in the year of maturity of the Bond for which the denomination is to be specified;
- (f) The Paying Agents or the method of appointing the Paying Agents, if any, and the place or places of payment of the principal and Redemption Price, if any, of and interest on the Bonds of such Series;
- (g) The Redemption Price or Redemption Prices, if any, and, subject to Article IV, the redemption terms, if any, for the Bonds of such Series;
- (h) If so determined by the Authority, the provisions for the sale of the Bonds of such Series;
- (i) The forms of the Bonds of such Series and the coupons to be attached to the coupon Bonds, if any, of such Series;
- (j) The manner in which the Bonds of such Series are to be executed, including any provision for authentication of such Series of Bonds; and
- (k) The amount and due date of each Sinking Fund Installment for Term Bonds of such Series of Bonds, if any.

Each Series Resolution shall demand and direct the City Council of the City to levy taxes sufficient to pay the Bonds of such Series as provided in Section 906 of this Resolution. Each Series Resolution shall determine an allowance for loss and cost of collection of taxes and anticipated deferred

collections of those taxes in accordance with the provisions of Section 906 of this Resolution. Bonds of a Series may be either Serial Bonds or Term Bonds, or a combination of Serial and Term Bonds. Each Series Resolution shall provide for principal maturities or Sinking Fund Installments, or both, as the case may be. All Bonds of each such Series of like maturity shall be identical in all respects, except as to denominations, numbers and letters, and except that they may be in either coupon or fully registered form.

(4) The amount, if any, necessary to deposit in the Reserve Fund so that the value of the Reserve Fund shall at least equal the Reserve Requirement calculated immediately after the delivery of such Series of Bonds on all Bonds then to be Outstanding (including in such amount the value of any Reserve Fund Credit Instrument deposited in the Reserve Fund, such value to be determined in accordance with Section 602 of this Resolution).

(5) The amount, if any, necessary to deposit in the Debt Service Fund to the credit of the Capitalized Interest Account for such Series of Bonds, all as provided in Section 909 of this Resolution.

(6) A copy of the Tax Levy Ordinance, certified by or on behalf of the City Clerk of the City, for such Series of Bonds levying taxes sufficient to pay the Bonds of such Series as provided in Section 906 of this Resolution.

(7) Such further documents and monies as are required by the provisions of Article X of this Resolution or by any Series Resolution or any Supplemental Resolution adopted pursuant to Article X of this Resolution.

### *Article III.*

#### *General Terms And Provisions Of Bonds.*

##### **301. Medium Of Payment; Form And Date.**

(1) Principal, interest and the Redemption Price on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The Bonds are authorized to be issued in the form of coupon bonds, registrable as to principal only, or in the form of fully registered Bonds without coupons, or in both such forms. A Series Resolution may provide that Bonds of that Series shall be issued solely in fully registered form, shall not be registrable to bearer and shall not be exchangeable for Bonds in coupon form. Bonds in coupon form shall each be exchangeable for Bonds in

fully registered form and Bonds in fully registered form shall be exchangeable for Bonds in coupon form, all as provided in this Resolution.

(2) Bonds of each Series in coupon form shall be dated as of the date specified in the Series Resolution authorizing their issuance. Bonds of each Series in fully registered form issued before the first interest payment date for that Series shall be dated as of the date specified in the Series Resolution for Bonds of that Series in coupon form. Bonds in fully registered form issued on or after that first interest payment date shall be dated as of their date of issue if issued on June 1 or December 1, or if not issued on such a date, shall be dated as of the June 1 or December 1 next preceding their date of issue. However, notwithstanding the previous sentence, if the interest on Bonds shall be in default, as shown by the records of the Trustee, Bonds issued in fully registered form in exchange or transfer for Bonds in default shall be dated as of the date specified in the Series Resolution for Bonds of that Series in coupon form (or if no Bonds are to be issued in coupon form, then on the date specified in the Series Resolution), or the date to which interest has been paid in full on the Bonds surrendered, whichever date is later. The Bonds shall bear interest from their date. All Bonds of each Series shall mature and each Sinking Fund Installment shall fall due on June 1 of the years as specified by the related Series Resolution. Interest on all Bonds of each Series shall be payable semi-annually on June 1 and December 1 of each year as specified by a Series Resolution. The first interest payment date on the Bonds of a Series shall be such date as the Authority shall specify by the related Series Resolution.

### 302. Interchangeability Of Bonds.

Bonds in coupon form, upon their surrender at the corporate trust office of the Trustee with all unmatured coupons attached, may, at the option of their Holder, be exchanged for an equal aggregate principal amount of Bonds in fully registered form of the same Series and maturity of any authorized denomination. Bonds in fully registered form, upon their surrender at the principal trust office of the Trustee may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds in coupon form of the same Series and maturity with appropriate coupons attached, or of Bonds in fully registered form of the same Series and maturity of any other authorized denomination or denominations.

### 303. Negotiability, Transfer And Registry.

All the Bonds issued under this Resolution shall, as provided in the Act, be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain outstanding, the Authority shall maintain and keep, at the corporate trust office of the Trustee, books for the registration and transfer of Bonds. Upon presentation of any Bond for registration and transfer at the office, the



Authority shall register or cause to be registered in those books, and shall permit to be transferred on those books, under such reasonable regulations as it or the Trustee may prescribe, any Bond entitled to registration or transfer. So long as any of the Bonds remain Outstanding, the Authority shall make all necessary provisions to permit the transfer and exchange of Bonds pursuant to this Resolution at the corporate trust office of the Trustee. The Trustee is appointed Bond Registrar for the Bonds.

#### 304. Transfer And Registration Of Bonds In Coupon Form.

(1) All Bonds in coupon form shall pass by delivery, unless registered as to principal other than to bearer in the manner provided in this Section. Any Bond in coupon form may be registered as to principal on the books of the Authority at the corporate trust office of the Trustee, upon presentation of the Bond at the office and the payment of a charge sufficient to reimburse the Authority or the Trustee for any tax, fee or other governmental charge, other than one imposed by the Authority, required to be paid with respect to such registration, and such registration shall be noted on such Bond. No other charge shall be made by the Authority or the Trustee as a condition precedent to such registration. After the registration no transfer shall be valid unless made on the books of the Trustee by the registered owner in person or by the registered owner's attorney duly authorized in writing, and similarly noted on such Bond. Such a Bond may be discharged from registration by being in like manner registered to bearer after which it shall again become transferable by delivery. Thereafter such Bond may again, from time to time, be registered or discharged from registration in the same manner. Registration of any Bond in coupon form as to principal, however, shall not affect the negotiability by delivery of the coupons pertaining to such Bond, but each such coupon shall continue to pass by delivery and shall remain payable to bearer.

(2) As to any Bond in coupon form registered as to principal (other than to bearer), the person in whose name the Bond shall be registered upon the books of the Authority may be deemed and regarded as the absolute owner of the Bond, whether such Bond shall be overdue or not, for all purposes, except for the purpose of receiving payment of coupons. Payment of, or on account of, the principal or Redemption Price, if any, of such Bond shall be made only to, or upon the order of, such registered owner, but such registration may be changed as provided in this Article. 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 Authority, the Trustee and any Paying Agent may treat the bearer of any coupon as the absolute owner of the coupon whether the coupon shall be overdue or not, for the purpose of receiving payment of the coupon and for all other purposes whatsoever, and may treat the bearer of any Bond in coupon form which shall not at the time be registered as to principal other than to bearer, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal or Redemption Price of that Bond and for

all other purposes whatsoever except for the purpose of receiving payment of coupons, and neither the Authority, nor the Trustee nor any Paying Agent shall be affected by any notice to the contrary. The Authority agrees to indemnify and save the Trustee and each Paying Agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence under this Resolution, in so treating such bearer or registered owner.

### 305. Transfer Of Bonds In Fully Registered Form.

(1) Each Bond in fully registered form shall be transferable only upon the books of the Authority, which shall be kept for that purpose at the corporate trust office of the Trustee. Such a transfer may be made by the registered owner of the Bond in person or by such owner's attorney duly authorized in writing, upon surrender of the Bond together with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or such owner's duly authorized attorney. Upon the transfer of any such Bond in fully registered form, the Authority shall issue (and cause to be authenticated by the Trustee) new Bond or Bonds in fully registered form registered as directed by the instrument of transfer, or, at the option of the transferee, Bonds in coupon form, with appropriate coupons attached, of the same Series, aggregate principal amount and maturity as the surrendered Bonds.

(2) The Authority and the Trustee may deem and treat the person in whose name any outstanding Bonds in fully registered form shall be registered upon the books of the Authority as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon such owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Authority, nor the Trustee shall be affected by any notice to the contrary. The Authority agrees to indemnify and save the Trustee harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence under this Resolution, in so treating such registered owner.

### 306. Regulations With Respect To Exchange And Transfer.

In all cases in which the privilege of exchanging Bonds or transferring registered Bonds is exercised, the Authority shall execute and cause to be authenticated and the Trustee shall deliver Bonds in accordance with the provisions of this Resolution. All Bonds in fully registered form surrendered in any such exchanges or transfers shall forthwith be cancelled by the Trustee. All Bonds in coupon form, and the coupons pertaining to such

Bonds surrendered in any such exchange or transfer shall be retained in the possession of the Trustee for the purpose of reissuance upon subsequent exchanges. The Trustee, prior to reissuance of any such Bonds in coupon form, shall detach and cancel all matured coupons (as to dates as to which interest on Bonds of that Series have been paid) from those Bonds. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the Authority, required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made by the Authority or the Trustee as a condition precedent to such exchange or transfer. The cost of preparing each new Bond in coupon form or Bond in fully registered form upon each exchange or transfer, and any other expenses of the Authority or the Trustee incurred in connection with the exchange or transfer (except any applicable tax, fee or other governmental charge, other than one imposed by the Authority), shall be paid by the Authority. The Authority shall not be obliged to make any such exchange or transfer of Bonds of any Series during the ten (10) days next preceding an interest payment date on the Bonds of that Series or, make any such exchange or transfer in the case of any Bond proposed to be redeemed, after the first publication of notice of such redemption.

### 307. Bonds Mutilated, Destroyed, Stolen Or Lost.

In the case any Bonds of any Series shall become mutilated or be destroyed, stolen or lost, the Authority shall execute, cause to be authenticated by the Trustee, if authentication is required by the Series Resolution authorizing the Bonds of that Series, and deliver new Bonds (with appropriate coupons attached in the case of coupon Bonds) of like Series, maturity and principal amount as the Bonds and attached coupons, if any, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bonds, upon surrender and cancellation of such mutilated Bonds and attached coupons, if any, or in lieu of and substitution for the Bonds and coupons, if any, destroyed, stolen or lost, upon filing with the Authority of evidence satisfactory to the Authority and the Trustee that such Bonds and attached coupons, if any, have been destroyed, stolen or lost and proof of ownership thereof and upon furnishing the Authority with indemnity satisfactory to it and complying with such other reasonable regulations as the Authority may prescribe and paying such expenses as the Authority may incur. All Bonds and coupons so surrendered to the Authority shall be cancelled by it. An authorized officer shall advise the Trustee and Paying Agents of the issuance of substitute Bonds or coupons.

### 308. Preparation Of Definitive Bonds; Temporary Bonds.

Until definitive Bonds of any Series are prepared, the Authority may execute and cause to be authenticated by the Trustee (if authentication is required by the Series Resolution authorizing the Bonds of that Series) in the same manner as is provided in this Resolution, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions, as the definitive coupon or fully registered Bonds (except as to the denominations and as to exchangeability for registered Bonds) one or more temporary Bonds (which may be registrable as to principal and interest), substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, but with or without coupons, in denominations of \$5,000 or any integral multiples of that amount authorized by the Authority, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The installments of interest payable on such temporary Bonds in bearer form shall be payable only upon the presentation and surrender of the coupons pertaining to those Bonds or, if no coupons for such interest are attached, then only upon presentation of such temporary Bonds for notation on those Bonds of the payment of such interest. The Chairman or other Authorized Officer is authorized to enter into such agreements as may be necessary or desirable with the purchasers of any Series of Bonds for issuance of such temporary Bonds. The Authority at its own expense shall prepare, execute and cause to be authenticated by the Trustee (if authentication is required by the Series Resolution authorizing the Bonds of that Series) and, upon the surrender of such temporary Bonds, with there being attached all unmatured coupons and all matured coupons for which no payment or only partial payment has been provided, for exchange and the cancellation of such surrendered temporary Bonds and coupons, without charge to the Holder of such Bonds and coupons, deliver in exchange, at the corporate trust office of the Trustee, definitive Bonds. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall then be promptly cancelled by the Trustee.

## *Article IV.*

### *Redemption Of Bonds.*

#### 401. Privilege Of Redemption And Redemption Price.

Bonds subject to redemption prior to maturity pursuant to the provisions of a Series Resolution shall be redeemable, upon published notice as provided in this Article IV, at such times, at such Redemption Prices and

upon such terms as may be specified in the Series Resolution authorizing such Series.

#### 402. Redemption At The Election Of The Authority.

In the case of any redemption of Bonds at the option of the Authority, an Authorized Officer shall give written notice to the Trustee of the Authority's election so to redeem such Bonds, of the redemption date, of the Series, of the principal amounts of the Bonds of each maturity of such Series so to be redeemed (the Series, maturities and principal amounts of the Bonds to be redeemed to be determined by the Authority, subject to the limitations with respect to such determination contained in this Resolution and any Series Resolution) and of the monies to be applied to the payment of the Redemption Price and the interest accrued and unpaid on the principal amount of the Bonds to be redeemed to the redemption date. That notice shall be given at least sixty (60) days prior to the redemption date or such shorter period (not less than thirty (30) days) as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as provided in Section 405 of this Resolution, the Trustee shall, if it holds the monies to be applied to the payment of the Redemption Price and the interest to the redemption date accrued and unpaid on the principal amount of the Bonds to be redeemed, or otherwise the Authority shall, prior to the redemption date, pay to the Trustee and the appropriate Paying Agents an amount in cash which, together with other monies, if any, available for that payment held by the Trustee and those Paying Agents, will be sufficient to redeem all of the Bonds to be redeemed, on the redemption date and at the Redemption Price for those Bonds together with accrued and unpaid interest on those Bonds to the redemption date. The Authority shall promptly notify the Trustee in writing of all such payments made by the Authority to a Paying Agent other than the Trustee.

#### 403. Redemption Otherwise Than At Authority's Election.

Whenever by the terms of this Resolution and any Series Resolution the Authority is required to redeem Bonds pursuant to Sinking Fund Installments or otherwise, the Trustee shall select the Bonds to be redeemed, give the notice of redemption and pay out the Redemption Price and interest accrued and unpaid to the redemption date on those Bonds to itself and the appropriate Paying Agents in accordance with the terms of this Article IV in order to effect such redemption.

#### 404. Selection Of Bonds To Be Redeemed By Lot.

In the event of redemption of less than all of the Outstanding Bonds of any Series and maturity, the Trustee shall assign to each Outstanding Bond in fully registered form of the Series and maturity to be redeemed a distinctive

number for each \$5,000 of the principal amount of such Bond. The Trustee shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers of all such Bonds in coupon form of such maturity and the numbers assigned to those Bonds in fully registered form as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds of such Series and maturity to be redeemed. The Bonds to be redeemed shall be the Bonds in coupon form of the denomination of \$5,000 bearing the numbers so selected and the Bonds in fully registered form to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond in fully registered form of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

#### 405. Notice Of Redemption.

When the Trustee shall receive notice from an Authorized Officer of the Authority's election to redeem Bonds pursuant to Section 402 of this Resolution, or when redemption of Bonds is required by this Resolution pursuant to Section 403 of this Resolution, the Trustee shall give notice, in the name of the Authority, of the redemption of such Bonds. The notice shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any series and maturity are to be redeemed, the letters and numbers of such Bonds so to be redeemed. In the case of Bonds in fully registered form to be redeemed in part only, the notice shall also specify the respective portions of the principal amount to be redeemed. The notice shall further state that on the redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price, or in case of Bonds in fully registered form the Redemption Price of the specified portions of the principal to be redeemed, together with unpaid interest accrued to the redemption date on the principal of the Bonds to be redeemed, and that from and after that date interest on such principal amount shall cease to accrue and be payable. The notice shall be given by publication once a week for at least two (2) successive weeks in a daily newspaper of general circulation in the City of Chicago, Illinois, and in a financial newspaper of general circulation in the City of New York, New York, the first such publication to be not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. The Trustee shall also mail a copy of such notice, postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the registered owners of any Bonds or portions of Bonds which are to be redeemed at their last address, if any, appearing upon the registry books, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of Bonds. A Series Resolution which provides for Bonds of the Series to be issued solely in fully registered form

may provide that, with respect to Bonds of that Series, notice of redemption need not be given by publication but may be given solely by mailing, all as provided by that Series Resolution.

#### 406. Payment Of Redeemed Bonds.

Notice having been given by publication in the manner provided in Section 405 of this Resolution, the Bonds or portions of Bonds so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date on the principal of the Bonds to be redeemed, and, upon presentation and surrender of such Bonds at the offices specified in such notice, together with, in the case of Bonds registered other than to bearer presented by other than the registered owner, a written instrument of transfer duly executed by the registered owner or that owner's duly authorized attorney, and, in the case of Bonds in coupon form, all coupons pertaining to those Bonds maturing subsequent to the redemption date, such Bonds, or portions thereof, as the case may be, shall be paid at the Redemption Price plus interest accrued and unpaid to the redemption date on the Bonds to be redeemed to the extent that such interest is not represented by coupons for matured interest installments. All interest installments represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons. If there shall be selected for redemption less than all of the principal amount of a Bond in fully registered form, the Authority shall execute and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed portion of the principal amount of the registered Bond so surrendered, at the option of the owner thereof, either Bonds in coupon form or Bonds in fully registered form of like Series and maturity in any of the authorized denominations. If, on the redemption date, monies for the redemption of all the Bonds or portions thereof of any Series and maturity to be redeemed, together with interest to the redemption date, shall be held by the Trustee and Paying Agents so as to be available for that redemption on that date and if notice of redemption shall have been published as provided in this Article, then, from and after the redemption date, interest on the Bonds or portions of Bonds of such Series and maturity so called for redemption shall cease to accrue and become payable, and the coupons for interest pertaining to those Bonds maturing subsequent to the redemption date shall be void. If those monies shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

*Article V.**Custody And Application Of Certain Proceeds Of Bonds.***501. Establishment Of And Deposits In School Assistance Fund.**

There is created and established a separate and distinct fund to be maintained by the Trustee and entitled the "School Assistance Fund". To the credit of this Fund deposits shall be made as required in this Section. All proceeds of any Series of Bonds which are designated by the Series Resolution authorizing the issuance of that Series of Bonds to be used to provide financial assistance to the Board (including, without limitation, providing it with money for ordinary and necessary expenditures for educational purposes, maintenance of school facilities, and other operational needs of the Board), other than for School Construction and Rehabilitation Purposes, shall be deposited in the School Assistance Fund. In addition, there shall be deposited in the School Assistance Fund amounts required to be paid to and deposited in that Fund as provided in Section 503 of this Resolution. However, the portion of the proceeds of any Series of Bonds which is to be used to refund any Bonds or other notes and bonds of the Authority or is to be used to pay any debt obligations of the Board or of the City issued to provide financing for the Board shall be used and applied as provided in the Series Resolution authorizing the issuance of that Series of Bonds and may be applied by the Authority directly to such purposes without being deposited in the School Assistance Fund.

**502. Application Of School Assistance Fund.**

The amounts in the School Assistance Fund shall be paid by the Trustee from time to time to the Board upon the filing with the Trustee of a requisition of the Chairman or other Authorized Officer so authorizing the Trustee to pay amounts in that Fund. The Chairman or other Authorized Officer is authorized and directed so to file from time to time with the Trustee requisitions to pay amounts deposited in the School Assistance Fund to the Board if the Chairman or such other Authorized Officer shall find that such amounts are then required by the Board for the purposes for which the Series Resolution authorizing the issuance of such Series of Bonds provided such amounts are to be used, all in accordance with the Board's budget or revised budget then in effect as approved by the Authority. The Chairman or other Authorized Officer and the Trustee shall not be responsible for the use or application of any amounts paid to the Board from the School Assistance Fund. Should there remain any amounts in the School Assistance Fund on June 1, 1985, the Trustee shall pay and deposit all such amounts to the Debt Service Fund to the credit of the Principal and Interest Account, and the School Assistance Fund shall then be closed.



503. Establishment Of, Deposits In And Application Of Cost Of Issuance Accounts.

There is created and established a series of separate and distinct accounts to be maintained by the Trustee and designated collectively as "School Assistance Bonds Cost of Issuance Accounts". Upon the issuance, sale and delivery of any Series of Bonds pursuant to this Resolution, the Series Resolution authorizing such Series of Bonds may (but is not required to) establish a separate account designated "Series \_\_\_\_\_ Cost of Issuance Account" (inserting in the title the appropriate Series and any other necessary designation). The Series Resolution shall provide for the payment into the related Cost of Issuance Account of the amount of the proceeds from the sale of such Series of Bonds designated by that Series Resolution to be used to pay the Costs of Issuance of that Series of Bonds. That amount shall be expended for Costs of Issuance of that Series of Bonds upon a requisition signed by an Authorized Officer stating the amount and purpose of any such payment. Upon receipt by the Trustee of a certificate of an Authorized Officer stating that all Costs of Issuance for a Series of Bonds have been paid and that amounts remaining in the related Cost of Issuance Account are no longer needed for the payment of Costs of Issuance of that Series of Bonds, the Trustee shall pay such remaining amounts in that Account to and deposit them in the School Assistance Fund, or if it has been closed, then to the Debt Service Fund to the credit of the Principal and Interest Account. In any event, on the first business day of the twelfth month following the last date of delivery of a Series of Bonds, the Trustee shall pay any amounts remaining in the Cost of Issuance Account for that Series of Bonds to and deposit them in the School Assistance Fund, or if it has been closed then to the Debt Service Fund to the credit of the Principal and Interest Account. When all amounts in any Cost of Issuance Account have been expended or transferred as provided in this Section, that Account shall be closed.

504. Establishment Of, Deposits In And Application Of Working Cash Fund.

(1) There is created and established a separate and distinct fund to be maintained by the Trustee and entitled the "Working Cash Fund". To the credit of the Working Cash Fund deposits shall be made as required in this Section. All proceeds of any Series of Bonds which are designated by the Series Resolution authorizing the issuance of that Series of Bonds to be used to provide or increase a working cash fund as provided by the Act shall be deposited in the Working Cash Fund.

(2) Amounts in the Working Cash Fund shall be used by the Authority (a) to make loans to the Board from time to time to enable the Board to cover anticipated cash flow deficiencies which it may experience, all as provided by the Act, as it may from time to time be amended, or (b) for any other lawful purpose for which the Act, as it may from time to time be amended,

may permit amounts in the Working Cash Fund to be used. The Trustee shall, from time to time, apply amounts in the Working Cash Fund as specified by written direction of the Chairman or other Authorized Officer, which direction shall be accompanied by a certified copy of a resolution of the Authority so authorizing such loan or other application of amounts in the Working Cash Fund and, in the case any amounts are to be applied in accordance with (b) above, by a Counsel's Opinion of nationally recognized bond counsel to the effect that such amounts may be used for that purpose.

(3) The Authority shall not at any time be obligated to make any loan to the Board from the Working Cash Fund. No interest need be charged on any such loan. Each loan made to the Board from the Working Cash Fund shall mature at such time or times, bear interest at such rate or rates, if any, be payable and be secured in such manner and have such other terms as shall be provided by the resolution of the Authority authorizing the loan and as shall be permitted by the Act, as it may from time to time be amended. A single resolution of the Authority may authorize one or more loans from the Working Cash Fund to be made at such times as the Chairman or other Authorized Officer shall determine. All payments of principal of and interest, if any, on any such loan shall be deposited in the Working Cash Fund.

(4) The Authority may, by resolution, at any time reduce the amount of or abolish the Working Cash Fund, all pursuant to the provisions of the Act, as it may from time to time be amended. Upon receipt by the Trustee of a certified copy of such a resolution of the Authority, the Trustee shall withdraw all amounts in the Working Cash Fund in excess of the amount which is to remain in the Working Cash Fund and deposit those excess amounts in the Debt Service Fund to the credit of the Special Payments Account. However, instead of paying those excess amounts into the Debt Service Fund, the Trustee shall apply those excess amounts in such other manner as may be directed in the resolution of the Authority, reducing or abolishing the Working Cash Fund, but only upon receipt by the Trustee of a Counsel's Opinion of nationally recognized bond counsel to the effect that the directed application of the excess amounts is authorized by the Act, as amended to the date of the opinion.

#### 505. Establishment Of, Deposits In And Application Of School Construction Fund.

There is created and established a separate and distinct fund to be maintained by the Trustee and entitled the "School Construction Fund". To the credit of this Fund deposits shall be made of amounts received upon the issuance of a Series of Bonds as is provided by the Series Resolution for that Series of Bonds. Amounts in the School Construction Fund shall be used to provide the Board with money for School Construction Purposes or shall be used for other purposes as provided in this Section.

Prior to providing the Board with money from the School Construction Fund for any School Construction Purpose, the Authority shall have adopted a resolution determining that those amounts may be used for that School Construction Purpose. That resolution shall also contain a finding and determination of the Authority that money so to be provided to the Board is to be used for School Construction Purposes and not for providing the Board with money for its ordinary and necessary expenditures for educational purposes, maintenance of school facilities or other operational needs. The adoption of such a resolution shall be in the sole judgment and discretion of the Authority. That resolution may be adopted by the Authority to cover an entire program of School Construction and Rehabilitation Purposes and it shall not be necessary that a separate resolution be adopted for each individual School Construction Purpose. The Authority may, in making its findings and determinations, rely upon information provided by or on behalf of the Board. The Authority may from time to time make and amend regulations and issue directives, including to the Board, with respect to the use and application of moneys so to be provided the Board.

The Chairman or other Authorized Officer is authorized and directed to file from time to time with the Trustee directions to disburse amounts in the School Construction Fund for a School Construction Purpose. Such directions shall be filed only if (i) the Authority shall have adopted the resolution described in the preceding paragraph and (ii) the Chairman or other Authorized Officer shall have determined that, under the regulations of the Authority, it is then appropriate to provide the Board with that amount of money for that School Construction Purpose. The Chairman or other Authorized Officer is authorized to make that determination.

Amounts in the School Construction Fund shall be disbursed by the Trustee for School Construction Purposes from time to time upon the filing with the Trustee of a direction of the Chairman or other Authorized Officer that the Trustee shall so disburse amounts in that Fund to the Board. The Trustee shall make the disbursements as so directed and shall not be obligated to examine the purposes for which the money is to be disbursed.

The Authority and its Chairman or other Authorized Officer and the Trustee shall not be responsible for the use or application of any amounts disbursed from the School Construction Fund for School Construction Purposes. The Authority and its directors, officers, members, agents and employees and the Trustee shall not be liable for any obligations incurred by the Board for School Construction Purposes.

On December 1 of each year beginning in 1988, the Trustee shall pay to and deposit in the Debt Service Fund to the credit of the Principal and Interest Account, or to one or more other accounts of that Fund as directed by resolution of the Authority, amounts in the School Construction Fund to the extent of all interest and other investment earnings accrued and received on or after December 1, 1987, on investments of the School Construction Fund and not previously transferred to the Debt Service Fund.

The Authority, by resolution, in its sole judgment and discretion, may at any time direct that any or all amounts remaining unexpended in the School Construction Fund, in excess of the difference between (i) the minimum amount required by law to have been so deposited and (ii) the amount theretofore paid to the Board from the Fund for School Construction Purposes, be withdrawn from that Fund and be deposited in and credited to the School Rehabilitation Fund. In addition, the Authority by resolution, in its sole judgment and discretion, may at any time direct that any or all amounts in the School Construction Fund, which have not been or shall not have been by a certain date expended, be withdrawn from the School Construction Fund and be deposited in the Debt Service Fund to the credit of one or more accounts of that Fund, as designated by the resolution. Upon receipt by the Trustee of a certified copy of a resolution of the Authority directing a transfer of amounts from the School Construction Fund to the School Rehabilitation Fund or the Debt Service Fund, the Trustee shall withdraw the specified amounts from the School Construction Fund and deposit those amounts in the School Rehabilitation Fund or the Debt Service Fund (to the credit of the designated account or accounts), as directed by the resolution. Amounts in the School Construction Fund which are derived from interest and other investment earnings, or which are otherwise required to be transferred under Section 910(5) of this Bond Resolution, shall be deposited in the Rebate Fund as required by the Code and as directed under Section 910 of this Resolution.

**506. Establishment Of, Deposits In And Application Of School Rehabilitation Fund.**

There is created and established a separate and distinct fund to be maintained by the Trustee and entitled the "School Rehabilitation Fund". To the Credit of this Fund deposits shall be made of amounts received upon the issuance of a Series of Bonds as is provided by the Series Resolution for that Series of Bonds. Amounts in the School Rehabilitation Fund shall be used to provide the Board with money for School Rehabilitation Purposes or shall be used for other purposes as provided below.

Prior to providing the Board with money from the School Rehabilitation Fund for any School Rehabilitation Purpose, the Authority shall have adopted a resolution determining that those amounts may be used for that School Rehabilitation Purpose. That resolution shall also contain a finding and determination of the Authority that money so to be provided to the Board is to be used for School Rehabilitation Purposes and not for providing the Board with money for its ordinary and necessary expenditures for educational purposes, maintenance of school facilities or other operational needs. The adoption of such a resolution shall be in the sole judgment and discretion of the Authority. That resolution may be adopted by the Authority to cover an entire program of School Construction and Rehabilitation Purposes and it shall not be necessary that a separate resolution be adopted for each individual School Rehabilitation Purpose.

The Authority may, in making its findings and determinations, rely upon information provided by or on behalf of the Board. The Authority may from time to time make and amend regulations and issue directives, including to the Board, with respect to the use and application of moneys so to be provided the Board.

The Chairman or other Authorized Officer is authorized and directed to file from time to time with the Trustee directions to disburse amounts in the School Rehabilitation Fund for a School Rehabilitation Purpose. Such directions shall be filed only if (i) the Authority shall have adopted the resolution described in the preceding paragraph and (ii) the Chairman or other Authorized Officer shall have determined that, under the regulations of the Authority, it is then appropriate to provide the Board with that amount of money for that School Rehabilitation Purpose. The Chairman or other Authorized Officer is authorized to make that determination.

Amounts in the School Rehabilitation Fund shall be disbursed by the Trustee for School Rehabilitation Purposes from time to time upon the filing with the Trustee of a direction of the Chairman or other Authorized Officer that the Trustee shall so disburse amounts in that Fund to the Board. The Trustee shall make the disbursements as so directed and shall not be obligated to examine the purposes for which the money is to be disbursed.

The Authority and its Chairman or other Authorized Officer and the Trustee shall not be responsible for the use or application of any amounts disbursed from the School Rehabilitation Fund for School Rehabilitation Purposes. The Authority and its directors, officers, members, agents and employees and the Trustee shall not be liable for any obligations incurred by the Board for School Rehabilitation Purposes.

On December 1 of each year beginning in 1988, the Trustee shall pay to and deposit in the Debt Service Fund to the credit of the Principal and Interest Account, or to one or more other accounts of that Fund as directed by resolution of the Authority, amounts in the School Rehabilitation Fund to the extent of all interest and other investment earnings accrued and received on or after December 1, 1987, on investments of the School Rehabilitation Fund and not previously transferred to the Debt Service Fund. The Authority, by resolution, in its sole judgment and discretion, may at any time direct that any or all amounts remaining unexpended in the School Rehabilitation Fund be withdrawn from that Fund and be deposited in and credited to the School Construction Fund, but only if the transfer shall not cause the amount which shall have been deposited in the School Construction Fund to exceed the maximum amount allowed by law to be used for School Construction Purposes. In addition, the Authority by resolution, in its sole judgment and discretion, may at any time direct that any or all amounts in the School Rehabilitation Fund, which have not been or shall not have been by a certain date expended, be withdrawn from the School Rehabilitation Fund and be deposited in the Debt Service Fund to the credit of one or more accounts of that Fund, as designated by the resolution.

Upon receipt by the Trustee of a certified copy of a resolution of the Authority directing a transfer of amounts from the School Rehabilitation Fund to the School Construction Fund or the Debt Service Fund, the Trustee shall withdraw the specified amounts from the School Rehabilitation Fund and deposit those amounts in the School Construction Fund or the Debt Service Fund (to the credit of the designated account or accounts) as directed by the resolution. Amounts in the School Rehabilitation Fund which are derived from interest and other investment earnings, or which are otherwise required to be transferred under Section 910(5) of the Bond Resolution, shall be deposited in the Rebate Fund as required by the Code and as directed under Section 910 of this Resolution.

507. Establishment Of, Deposits In And Application Of School Assistance Bonds Administrative Fund.

There is created and established a separate and distinct fund to be maintained by the Trustee and entitled the "School Assistance Bonds Administrative Fund". To the credit of this Fund, deposits shall be made of amounts received upon the issuance of a Series of Bonds as is provided by the Series Resolution for that Series of Bonds. Amounts on the Administrative Fund shall be used to pay Administrative Expenses or shall be used for other purposes as provided in this Section.

Amounts in the Administrative Fund shall be distributed by the Trustee for Administrative Expenses from time to time upon the filing with it of a requisition signed by the Chairman or other Authorized Officer stating the amount and purpose of any such payment. The Chairman or other Authorized Officer is authorized and directed to file such requisitions from time to time with the Trustee as needed to pay Administrative Expenses for the Authority.

The Authority, by resolution, in its sole judgment and discretion, may at any time direct that any or all amounts in the Administrative Fund, which have not been or shall not have been expended by a certain date, be withdrawn from the Administrative Fund and be deposited in the Debt Service Fund to the credit of one or more accounts of that Fund, as designated by the resolution. Upon receipt by the Trustee of a certified copy of a resolution of the Authority so directing a transfer of amounts from the Administrative Fund to the Debt Service Fund, the Trustee shall withdraw the specified amounts from the Administrative Fund and deposit those amounts in the Debt Service Fund (to the credit of the designated account or accounts) as directed by the resolution. Amounts in the School Assistance Bonds Administration Fund which are derived from interest and other investment earnings, or which are otherwise required to be transferred under Section 910(5) of the Bond Resolution, shall be deposited in the Rebate Fund as required by the Code and as directed under Section 910 of this Resolution.

508. Separate Funds And Accounts.

Except as allowed by the following sentence, the School Assistance Fund, the School Construction Fund, the School Rehabilitation Fund, the Administrative Fund, the Working Cash Fund and each Cost of Issuance Account shall be separate and segregated from all other funds and accounts of the Authority or the Board. Cash funds and investments in any Cost of Issuance Account, in the School Assistance Fund, in the School Construction Fund, in the School Rehabilitation Fund, in the Administrative Fund or in the Working Cash Fund shall never be commingled with other funds or accounts of the Authority or the Board for any purpose whatsoever, except that the cash funds and investments of the School Construction Fund may be commingled with the cash funds and investments of the School Rehabilitation Fund.

*Article VI.*

*Establishment And Application Of Funds And  
Accounts For Payment Of Bonds.*

601. Debt Service Fund.

(1) There is created and established a separate and distinct fund to be maintained by the Trustee and entitled the "School Assistance Bonds Debt Service Fund" (the "Debt Service Fund"). There are created and established in the Debt Service Fund as separate and distinct accounts to be maintained by the Trustee an account entitled "Principal and Interest Account", an account entitled "Redemption Account", an account entitled "Special Payments Account" and a series of accounts entitled collectively the "Capitalized Interest Accounts". Each Series Resolution authorizing the issuance of a Series of Bonds interest on which is required to be paid from a Capitalized Account pursuant to Section 909 of this Resolution shall create and establish such an account entitled "Series . . . Capitalized Interest Account" (inserting in the title the appropriate Series and any other necessary designation).

(2) There shall be deposited by the Trustee in the Debt Service Fund to the credit of the Principal and Interest Account:

(a) all collections of taxes to be levied as provided by this Resolution, the Series Resolutions and the Tax Levy Ordinances;

(b) all amounts required to be transferred and credited to the Principal and Interest Account from the Redemption Account as provided in paragraph (11) of this Section;

(c) all amounts required or directed to be paid and deposited in the Debt Service Fund to the credit of the Principal and Interest Account from the Reserve Fund as provided in Section 602 of this Resolution;

(d) all amounts transferred to the Principal and Interest Account from a Capitalized Interest Account as provided in paragraph (8) of this Section;

(e) all amounts transferred to the Principal and Interest Account from the Special Payments Account as provided in paragraph (11) or paragraph (12) of this Section; and

(f) all amounts transferred to the Principal and Interest Account pursuant to Article V of this Resolution.

(3) Amounts in the Principal and Interest Account shall be applied by the Trustee to the payment of the interest on the Bonds as it falls due (other than interest paid from a Capitalized Interest Account as provided in paragraph (8) of this Section), and the principal of the Bonds at maturity or on Sinking Fund Installment dates. Prior to June 1 and December 1 of each year (but not more than 5 days prior to such date), beginning with December 1, 1981, the Trustee shall pay out of the amounts in the Principal and Interest Account to itself and the appropriate Paying Agents, the amounts required for the payment by it and the Paying Agents of the Debt Service Requirements then coming due on the Bonds (other than interest to be paid from a Capitalized Interest Account as provided in paragraph (8) of this Section).

(4) In December of each year, after paying all interest due on the Bonds on December 1 of that year (but before making any deposits to the Principal and Interest Account from the Special Payments Account as provided in paragraph (12) of this Section), the Trustee shall transfer from the Principal and Interest Account the following amounts in the following priority:

(a) to the Reserve Fund the amount, if any, by which the value of the Reserve Fund is less than the Reserve Requirement, plus any additional amounts so that amounts in the Reserve Fund available to pay amounts due under Reimbursement Agreements with respect to draws under the related Reserve Fund Credit Instruments shall be sufficient for that purpose; and then

(b) to the Special Payments Account the aggregate amount of all previous transfers made to the Principal and Interest Account from the Special Payments Account pursuant to paragraph (11) of this Section



which have not previously been retransferred to the Special Payments Account pursuant to the requirements of this sentence.

No transfer shall be made pursuant to this paragraph except to the extent that amounts in the Principal and Interest Account are in excess of the Debt Service Requirements on the Bonds for the next June 1.

(5) In December of each year (beginning in 1981), upon receipt of the Trustee's Annual Report and after all transfers required from the Principal and Interest Account to the Reserve Fund and the Special Payments Account, as provided by paragraph (4) of this Section, have been made and after the transfers of amounts from the Reserve Fund to the Principal and Interest Account as provided by paragraph (5) of Section 602 of this Resolution have been made, and after the transfers of amounts from the School Construction Fund and School Rehabilitation Fund to the Principal and Interest Account as provided in Sections 505 and 506, respectively, of this Resolution have been made, and after any transfers of amounts from the Special Payments Account to the Principal and Interest Account as provided by paragraph (12) of this Section have been made, the Authority (i) may by resolution direct the Trustee to transfer amounts from the Principal and Interest Account to the Redemption Account, (ii) may by resolution determine to abate the amount of taxes levied with respect to that year (and provided to be collected in the next calendar year) for payment of principal of the Bonds, at maturity or on Sinking Fund Installment dates and of interest on Bonds as it falls due, or (iii) may so direct and determine a combination of such transfers and abatements. Upon a certified copy of such a resolution being filed with the Trustee directing such a transfer to the Redemption Account, the Trustee shall promptly make such a transfer. The total amount of any such abatement and transfer so directed and determined by resolution of the Authority in any year shall not exceed the amount, if any, by which the value of the Principal and Interest Account, after the transfers between the Principal and Interest Account and the Special Payments Account or the Reserve Fund referred to in the first sentence of this paragraph, exceeds the sum of:

(a) the Debt Service Requirements for the next June 1, plus

(b) the amount, if any, by which all taxes levied pursuant to all Tax Levy Ordinances and received by the Trustee through December 1 of each year exceeds the sum of (i) the amount of principal of Bonds due at maturity or on Sinking Fund Installment dates, and of the interest due on the Bonds, through such December 1 (other than interest which was paid from a Capitalized Interest Account) plus (ii) the Debt Service Requirements for the next June 1.

(6) At any time after any December 1, the Trustee, in its sole discretion, may, and upon direction of an Authorized Officer shall, withdraw moneys

from the Principal and Interest Account and purchase Bonds or portions of Bonds, which Bonds mature or are subject to mandatory redemption pursuant to Sinking Fund Installments on the next June 1. The principal amount of Bonds so purchased within any period after any December 1 and prior to the next June 1 shall not exceed the sum of the Sinking Fund Installments on Term Bonds due on that June 1 and the principal amount of Serial Bonds maturing on that June 1. The principal amount of Term Bonds so purchased shall be a credit against and reduction of the amount of the Sinking Fund Installments on those Bonds on the next June 1. No purchase of Bonds shall be made after notice of redemption of those Bonds shall have been given as provided in this Resolution. No such purchase shall be made at a price in excess of the principal amount of the Bonds purchased plus accrued and unpaid interest on those Bonds to the date of purchase.

(7) The Authority shall pay to and deposit in the Debt Service Fund to the credit of the Capitalized Interest Account for each Series of Bonds the amount from proceeds of that Series of Bonds provided in the Series Resolution for that Series of Bonds. The Trustee shall pay to and deposit in the Capitalized Interest Account for each Series of Bonds all amounts required to be paid to such Account from the Reserve Fund as provided in paragraph (4) of Section 602 of this Resolution. A Series Resolution may provide for the temporary deposit of proceeds of a Series of Bonds in the Capitalized Interest Account for a Series of Bonds until the exact amount of the deposit required is ascertained and may provide for any excess amounts then to be deposited, as if the deposit were a deposit directly from proceeds of the sale of that Series of Bonds, in the School Assistance Fund, or for the use of such excess amounts for other purposes for which Bonds may be or may then be issued.

(8) Amounts in a Capitalized Interest Account for any Series of Bonds shall be used to pay all or a portion of the interest, as specified in the Series Resolution for that Series of Bonds, on that Series of Bonds coming due on the date specified in the Series Resolution for that Series of Bonds. After all interest to be paid from a Capitalized Interest Account for a Series of Bonds has been paid in full (or the payment of that interest has been provided for) any remaining amounts in that Account shall be transferred by the Trustee to the Principal and Interest Account. Prior to any interest payment date on Bonds of any Series for which interest is so to be paid from a Capitalized Interest Account, the Trustee shall pay out of the amounts in that Account to itself and the Paying Agents for that Series of Bonds the amounts required then to pay that interest on the Bonds of that Series then coming due.

(9) There shall be deposited by the Trustee in the Debt Service Fund to the credit of the Redemption Account all amounts transferred to the Redemption Account from the Principal and Interest Account pursuant to paragraph (5) of this Section and from the Special Payments Account pursuant to paragraph (12) of this Section, all amounts transferred from the Reserve

Fund and directed to be so deposited and credited pursuant to paragraph (9) of Section 602 of this Resolution and all amounts transferred to the Debt Service Fund to the credit of the Redemption Account pursuant to Article V of this Resolution.

(10) Amounts at any time in the Redemption Account may be used by the Trustee at the direction of an Authorized Officer to redeem Bonds or to purchase Bonds. No purchase of Bonds shall be at a price in excess of the Redemption Price of the Bonds for an optional redemption at the next optional redemption date, plus accrued and unpaid interest on the principal of the Bonds to be redeemed to the date of redemption. An Authorized Officer may direct the Trustee as to the method of making any such purchase. No purchase of any Bonds from the Redemption Account shall be made by the Trustee within the period of forty-five (45) days next preceding a date on which those Bonds are subject to redemption. The Series Resolution authorizing a Series of Bonds which includes Term Bonds may provide for such redemption or purchase of Term Bonds pursuant to this paragraph (10) to be a credit against and reduction of such Sinking Fund Installments as is determined by that Series Resolution. In addition, upon all Bonds issued prior to 1985 being no longer Outstanding, amounts in the Redemption Account may be used by the Trustee, at the direction of an Authorized Officer, to provide for the payment of Bonds as provided in Section 1101 of this Resolution. In that event, these amounts shall be transferred from the Redemption Account and set aside and held in trust as provided in Section 1101 of this Resolution. At the direction of an Authorized Officer, such amounts may for that purpose be transferred to the Defeasance Fund from the Redemption Account.

(11) If at any time the amounts in the Principal and Interest Account are insufficient to pay interest on the Bonds as it falls due and to pay principal on Bonds at maturity or on Sinking Fund Installment dates, the Trustee shall transfer to the Principal and Interest Account moneys from the Redemption Account which, when added to funds in the Principal and Interest Account, shall be sufficient to make such payments. If after that transfer, the amounts in the Principal and Interest Account remain insufficient to make such payments, the Trustee shall transfer amounts from the Special Payments Account to the Principal and Interest Account sufficient to make such payments. If after that transfer the amounts in the Principal and Interest Account still remain insufficient to make such payments, the Trustee shall transfer amounts from the Reserve Fund to the Principal and Interest Account sufficient to make such payments.

(12) There shall be deposited by the Trustee to the credit of the Special Payments Account all amounts required to be paid to and deposited in the Debt Service Fund from the Working Cash Fund as provided in Section 504 of this Resolution, all amounts required to be transferred and credited to the Special Payments Account pursuant to paragraph (4) of this Section and any other amounts which the Authority shall cause to be deposited in the Special

Payments Account pursuant to law. The Authority may at any time by resolution direct the Trustee to transfer amounts from the Special Payments Account to the Redemption Account. At any time after December 1 of any year and prior to June 1 of the next year, the Authority may by resolution direct the Trustee to transfer amounts from the Special Payments Account to the Principal and Interest Account. The amounts so to be transferred to the Principal and Interest Account shall not exceed the total amount of the principal of Bonds due at maturity or pursuant to Sinking Fund Installments on the next June 1, plus interest to be paid on those Bonds on that June 1. The amounts so transferred shall be used to pay principal of Bonds on that June 1 and interest on those Bonds on that date. Upon a certified copy of a resolution of the Authority being filed with the Trustee so directing a transfer of amounts in the Special Payments Account to either the Redemption Account or the Principal and Interest Account, the Trustee shall make the directed transfer. In December of each year in which there are amounts in the Special Payments Account, prior to the adoption of any resolution as provided in paragraph (5) of this Section, the Authority shall determine whether or not then to transfer any amounts in the Special Payments Account to the Principal and Interest Account, but that determination shall not preclude the Authority from making any subsequent transfers to the Principal and Interest Account pursuant to this paragraph.

(13) As long as any of the Bonds remain outstanding and unpaid as to either principal or interest, in whole or in part, all amounts in the Debt Service Fund shall be held in trust by the Trustee for the sole benefit of the Holders of Bonds or coupons and shall be applied solely for the payment, redemption or purchase of the Bonds or coupons, all as provided in this Section, and shall not be used for any other purpose.

(14) The Debt Service Fund and each Account in it shall be separate and segregated from all other funds and accounts of the Authority or the Board. Cash funds and investments in the Debt Service Fund and each Account in it shall never be commingled with other funds or accounts of the Authority or the Board for any purpose whatsoever.

(15) Amounts in any account of the Debt Service Fund which are derived from interest and other investment earnings shall be deposited in the Rebate Fund as required by the Code and as directed under Section 910 of this Resolution. However, no amounts shall be so transferred from the Debt Service Fund at any time which shall result in the Authority being unable to pay principal of or interest on the Bonds as it comes due.

#### 602. Reserve Fund.

(1) There is established and created a separate and distinct fund to be maintained by the Trustee and entitled the "School Assistance Bonds Debt Service Reserve Fund" (the "Reserve Fund"). The Authority shall pay to the

Trustee for deposit in the Reserve Fund that portion of the proceeds of the sale of any Series of Bonds as shall be provided by the Series Resolution authorizing that Series of Bonds. The Trustee shall pay to and deposit in the Reserve Fund all amounts provided to be transferred to the Reserve Fund from the Principal and Interest Account pursuant to paragraph (4) of Section 601 of this Resolution.

(2) All amounts on deposit in the Reserve Fund shall be held in trust for the sole benefit of the Holders of the Bonds and coupons as provided in this Resolution and shall be applied and used solely for the payment of principal of the Bonds, at maturity or on Sinking Fund Installment dates, and for the payment of interest on the Bonds as it falls due, for payments under any Reimbursement Agreements as provided in paragraph (8) of this Section or for transfer to the Principal and Interest Account or the Redemption Account for application all as provided by this Resolution, and shall not be used for any other purpose.

(3) Amounts in the Reserve Fund shall be transferred by the Trustee to the Debt Service Fund to the credit of the Principal and Interest Account at the times and in the amounts as required by paragraph (11) of Section 601 of this Resolution, in order to pay principal of the Bonds at maturity or on Sinking Fund Installment dates and to pay interest on the Bonds as it falls due.

(4) On or prior to December 1, 1980, and on or prior to June 1, 1981, the Trustee shall pay to and deposit in the Debt Service Fund to the credit of the Capitalized Interest Account for each Series of Bonds for which interest on those dates is provided by the Series Resolutions for those Series of Bonds to be paid from such an Account, all interest or investment earnings, if any, received through those dates on the Investment Obligations purchased from amounts deposited from proceeds of that Series of Bonds in the Reserve Fund pursuant to Section 909 of this Resolution.

(5) On December 1 of each year beginning in 1981 the Trustee shall pay to and deposit in the Debt Service Fund to the credit of the Principal and Interest Account all amounts in the Reserve Fund to the extent the value of the Reserve Fund is in excess of the Reserve Requirement after all payments due under any Reimbursement Agreements as provided in paragraph (8) of this Section have been made.

(6) Whenever the Trustee shall determine that the total amount in the Reserve Fund (excluding amounts represented by Reserve Fund Credit Instrument Coverage), together with all amounts in the Debt Service Fund, will be sufficient to pay or to redeem or to provide for the payment or redemption of all the Outstanding Bonds, the Trustee shall pay to and deposit in the Debt Service Fund to the credit of the Redemption Account such remaining amounts in the Reserve Fund, but no such payment and deposit shall be made while amounts are due and unpaid under any Reimbursement Agreements as provided in paragraph (8) of this Section.

(7) The Reserve Fund shall be separate and segregated from all other funds and accounts of the Authority or the Board. Cash funds and investments in the Reserve Fund shall never be commingled with other funds or accounts of the Authority or the Board for any purpose whatsoever.

(8) All or any part of the Reserve Requirement may be met by deposit with the Trustee of a Reserve Fund Credit Instrument. A Reserve Fund Credit Instrument shall, for purposes of determining the value of the Reserve Fund, be valued at the Reserve Fund Credit Instrument Coverage for the Instrument, except as provided in the next two sentences. If a Reserve Fund Credit Instrument is to terminate (or is subject to termination) prior to the last principal payment date on any Outstanding Bond, then the value of that Reserve Fund Credit Instrument shall be reduced by the amount provided in the next sentence. The amount of the reduction shall be the amount, if any, by which the value of the Reserve Fund, not counting the value of that Reserve Fund Credit Instrument, is less than the Reserve Requirement after the first date that the Reserve Fund Credit Instrument is so to terminate (or is subject to termination). Any amounts in the Reserve Fund which are not required to be transferred to the Debt Service Fund pursuant to paragraph (3) of this Section may, from time to time, be used to pay costs of acquiring a Reserve Fund Credit Instrument, and shall be used to make payments due under a Reimbursement Agreement, but only if after such payment, either the value of the Reserve Fund shall not be less than the Reserve Requirement or the Reserve Fund Credit Instrument Coverage is increased by the payment by an amount not less than the payment. Payments shall be made under all Reimbursement Agreements with respect to which amounts are owing on a pro rata basis (calculated by reference to the maximum amount of Reserve Fund Credit Instrument Coverage available under those instruments). After the deposit of a Reserve Fund Credit Instrument into the Reserve Fund, the Trustee shall determine the value of the Reserve Fund, in accordance with the provisions of Section 702 of this Resolution, and shall notify the Authority in writing of the value of the Reserve Fund. The Authority may provide by resolution for the pledge and assignment and grant of a lien on and security interest in the amounts on deposit in the Reserve Fund to any Provider to secure the Authority's obligation to make payments under related Reimbursement Agreements; provided, however, that any such lien or security interest shall be junior in priority to the claim of the Trustee for the benefit of the Holders of the Bonds.

(9) After a deposit of a Reserve Fund Credit Instrument into the Reserve Fund and after the Authority has received notice from the Trustee of the value of the Reserve Fund after such deposit, an Authorized Officer may then direct the Trustee to transfer, and the Trustee shall transfer, to the Debt Service Fund, to the credit either of the Principal and Interest Account or of the Redemption Account, as so directed by the Authorized Officer, any amounts in the Reserve Fund in excess of the Reserve Requirement.

(10) Amounts in the Reserve Fund which are derived from interest and other investment earnings shall be deposited in the Rebate Fund as required by the Code and as directed under Section 910 of this Resolution. However, no amounts shall be so transferred from the Reserve Fund at any time which shall result in the value of the Reserve Fund being less than the Reserve Requirement.

**603. Lien And Security Interest In Debt Service Fund And Reserve Fund.**

The Debt Service Fund, including all its accounts, and the Reserve Fund shall be funds held in trust for the Holders of the Bonds and coupons as provided in this Resolution. The Holders of the Bonds and coupons shall have and are granted a security interest in and lien upon all cash and investments of such Funds, and such Funds shall be applied solely as provided in this Resolution, except that only the Holders of Bonds and coupons of a particular Series shall have and are granted such a security interest in and lien upon amounts in the Capitalized Interest Account for that Series of Bonds. The security interests and liens described in this Section are valid and binding from the date the Bonds are issued, without any physical delivery or further action, and shall be valid and binding as against, and prior to any claim of all other parties having claims of any kind in tort, contract or otherwise against the State, the Authority, the Board, the City, or any other person, irrespective of whether such other parties have notice of the lien or security interest.

The Authority by this Resolution assigns to the Trustee its rights to enforce each Reserve Fund Credit Instrument. The Trustee shall have the right to enforce each such instrument at law or in equity with or without the further consent or participation of the Authority. This assignment to the Trustee of the right to enforce each such instrument shall not prevent the Authority from enforcing any such instrument on its own behalf to the extent that such enforcement by the Authority will not adversely affect the rights of the Holders of the Bonds and is not inconsistent with any action for enforcement brought by the Trustee. Amounts in the Debt Service Fund and the Reserve Fund which are derived from interest and other investment earnings shall be deposited in the Rebate Fund as required by the Code and as directed under Sections 601, 602 and 910 of this Resolution.

**604. Defeasance Fund.**

(1) There is established and created a separate and distinct escrow fund to be maintained by the Trustee and entitled the "School Assistance Bonds Defeasance Fund". The Trustee shall pay to and deposit in the Defeasance Fund all amounts transferred, at any time and from time to time, to the Defeasance Fund from the Redemption Account pursuant to paragraph (10) of Section 601 of this Resolution to provide for the defeasance of Bonds at the

direction of an Authorized Officer, pursuant to Article XI of this Resolution. The Defeasance Fund shall be held in trust as an escrow account for the benefit of the Holders of any Bonds which are defeased as a result of such deposits, separate and apart from all other funds and accounts of the Authority or the Trustee. Any amounts deposited in the Defeasance Fund shall constitute an irrevocable deposit solely for the benefit of the Holders of the Bonds which are so defeased. At the time of directing any such transfer to the Defeasance Fund the Authority shall by notice from an Authorized Officer to the Trustee:

(i) specify the money and Investment Obligations to be transferred from the Redemption Account to the Defeasance Fund;

(ii) designate the Bonds which are to be defeased and, if applicable, the dates and Redemption Prices at which such Bonds are to be redeemed optionally;

(iii) provide a list of Investment Obligations to be purchased by the Trustee with the amounts so transferred to the Defeasance Fund;

(iv) provide the Trustee with a verification report from a firm of independent certified public accountants, selected by the Authority and acceptable to the Trustee, which report shall verify that the principal of and interest on the Investment Obligations to be transferred to the Defeasance Fund or purchased by the Trustee for that fund as provided above, when due together with any uninvested cash held in the Defeasance Fund, will be sufficient, without any reinvestment, to pay the interest on and the principal and Redemption Price of the Bonds which are to be defeased; and

(v) give the Trustee irrevocable instructions to give the notices required by this Resolution to Holders of defeased Bonds or Bonds to be redeemed.

(2) The Trustee shall to the extent practicable invest cash balances on hand from time to time in the Defeasance Fund, as directed by an Authorized Officer, with yields subject to such restrictions as shall be so directed by the Authorized Officer, in Investment Obligations maturing so as to be available in amounts, together with the other amounts to be so available in the Defeasance Fund, sufficient to pay when due the principal and Redemption Price of and interest on the Bonds which have been so defeased.

(3) Amounts in the Defeasance Fund shall be applied by the Trustee to the payment of the interest on the Bonds which have been defeased as it falls due, of the principal of the Bonds which have been defeased at their respective maturities and of the Redemption Price of the Bonds which have been defeased and which are to be redeemed at their respective redemption



dates, all as shall have been directed by an Authorized Officer. Upon all amounts being applied as required to the payment of interest on and the principal and Redemption Price of the Bonds which have been defeased, any remaining amounts in the Defeasance Fund shall be transferred by the Trustee to the Debt Service Fund to the credit of the Principal and Interest Account.

(4) The Authority may by notice from an Authorized Officer to the Trustee provide for separate accounts in the Defeasance Fund, the amounts in which are to be held solely for the benefit of Bonds of one or more particular Series and maturity or maturities.

(5) If at any time the Trustee shall hold in the Defeasance Fund amounts which are sufficient without any reinvestment of cash balances and the maturing principal of and interest on the Investment Obligations, so to pay the principal and Redemption Price of and interest on the Bonds which are to be defeased, as directed by an Authorized Officer, any amounts in excess of these amounts shall be transferred by the Trustee from the Defeasance Fund to the Debt Service Fund to the credit of the Principal and Interest Account. No such payment shall be made unless the Trustee shall have received (i) a certificate from an independent certified public accountant, selected by the Authority, to the effect that the cash balances and the maturing principal of and interest on the Investment Obligations to remain in the Defeasance Fund will be sufficient, without any reinvestment, to pay when due the principal and Redemption Price of and interest on the Bonds which are to be defeased, and (ii) an opinion of nationally recognized bond counsel, selected by the Authority and acceptable to the Trustee, to the effect that (a) the transfer of such excess amounts to the Debt Service Fund will not cause the interest on any Bonds of the Authority to become subject to federal income taxation and (b) provision for the payment of the Bonds which have been defeased shall continue to have been made within the meaning of Article XI of this Resolution.

(6) For the purpose of this Section 604 Investment Obligations shall mean only direct obligations of the United States of America.

(7) At any time within 60 days from the date that amounts are deposited to the Defeasance Fund the Authority may substitute any Investment Obligations and money for Investment Obligations and money in the Defeasance Fund but only if upon the substitution, the money and Investment Obligations in the Defeasance Fund shall meet the requirements of paragraph (5) of this Section, and there shall be deposited with the Trustee a certificate and opinion as described in that paragraph (5).

#### 605. Disposition Of Bonds And Coupons Upon Payment.

All Bonds paid and redeemed, or purchased by the Trustee, under the provisions of this Resolution, either at or before maturity, together with all

unmatured coupons, if any, pertaining to those Bonds, shall be canceled when such payment, redemption or purchase is made, and such Bonds and coupons, unless then held by the Trustee, shall be delivered to the Trustee. All interest coupons shall be canceled upon their payment and delivered to the Trustee. All cancelled Bonds and coupons shall from time to time, upon direction of an Authorized Officer, be cremated or otherwise destroyed by the Trustee. The Trustee shall execute a certificate of cremation or other destruction in duplicate describing the Bonds and coupons so cremated or otherwise destroyed, listing their numbers, and one executed certificate shall be filed with the Authority and the other executed certificate shall be retained by the Trustee.

#### 606. Notice To Bond Insurer.

With respect to any Series of Bonds for which the Authority shall have notified the Trustee that it has purchased bond insurance, the Trustee shall give that insurer prompt notice of the failure for there to be on deposit with the Trustee money, at the times, in the amounts and in the Funds and Accounts under the Resolution, as shall be sufficient to allow the Trustee to pay in full the interest as it comes due and the principal, at maturity or pursuant to sinking fund installments, on such Series of Bonds.

#### 607. Claims On Reserve Fund Credit Instrument.

The Trustee is authorized and directed to file a claim, give notice, or take such other appropriate actions as shall be required in order to effect payment under any Reserve Fund Credit Instrument as those amounts are needed for use for paying principal of and interest on Bonds. The Trustee shall deposit all such amounts received by it in the Reserve Fund. If so provided by a Reserve Fund Credit Instrument or a related Reimbursement Agreement, the Trustee shall utilize all cash and investments of the Reserve Fund for making required transfers to the Debt Service Fund under paragraph (11) of Section 601 of this Resolution before making any draws on the Reserve Fund Credit Instrument. Draws on all Reserve Fund Credit Instruments on which there is available Reserve Fund Credit Instrument Coverage shall be made on a pro rata basis (calculated by reference to that available Reserve Fund Credit Instrument Coverage).

#### 608. Security For Providers.

The Authority by this Resolution pledges and assigns and grants a lien on and security interest in the amounts on deposit in the Reserve Fund, and amounts to be deposited in the Reserve Fund, to each Provider of a Reserve Fund Credit Instrument to secure the Authority's obligation to make payments under the related Reimbursement Agreements; provided that this pledge, assignment, lien and security interest is junior in priority to the

claim of the Trustee for the benefit of the Holders of the Bonds. The security interests and liens described in this Section are valid and binding from the date each such Reserve Fund Credit Instrument is issued, without any physical delivery or further action, and shall be valid and binding as against, and prior to the claim of all other parties (except the Trustee for the benefit of the Holder of the Bonds) having claims of any kind in tort, contract or otherwise against the State, the Authority, the Board, the City, or any other person, irrespective of whether such other parties have notice of the lien or security interest.

### *Article VII.*

#### *Security For Deposits And Investment Of Funds.*

##### 701. Security For Deposits.

All moneys held under this Resolution by the Trustee or any Paying Agent shall be continuously and fully secured for the benefit of the Authority and the Holders of the Bonds and the coupons, as their respective interests may appear, by Investment Obligations of a market value equal at all times to the amount of the deposit so held by the Trustee. However, it shall not be necessary for the Trustee or any Paying Agent to give security for such amount of moneys as is insured by Federal Deposit Insurance, for the Trustee to give security for any moneys which shall be represented by Investment Obligations purchased under the provisions of this Resolution as an investment of such moneys or for any moneys loaned to the Board from the Working Cash Fund, or for any Paying Agent to give security for the deposit of any moneys held by it in trust for the Holders of Bonds and coupons.

##### 702. Investment Of Funds And Accounts Held By The Trustee.

(1) Upon direction of the Authorized Officer, moneys in the Funds and Accounts established by this Resolution shall be invested by the Trustee in Investment Obligations so that the maturity date or date of redemption at the option of the holder of such Investment Obligations shall coincide, as nearly as practicable, with the times at which moneys in these Funds and Accounts will be required for the purposes provided in this Resolution.

(2) Moneys in the Reserve Fund shall be invested by the Trustee upon direction of an Authorized Officer, in Investment Obligations the maximum maturity of which shall not be more than ten (10) years from the date of such investment; provided, however, that at least 25% of the moneys in the Reserve Fund shall from time to time be invested in Investment Obligations

the average maturity of which shall not be more than two (2) years from the date of any investment. A Reserve Fund Credit Instrument shall be treated, for purposes of Article VII of this Resolution, as an investment in an Investment Obligation of a maturity equal to the number of days of advance notice which must be given in order to obtain payments on it.

(3) Obligations purchased as an investment of moneys in any Fund or Account held by the Trustee under the provisions of this Resolution shall be deemed at all times to be a part of such Fund or Account and the income or interest earned by a Fund or Account due to the investment thereof shall be deposited in and credited to such Fund or Account.

(4) In computing the value of any Fund or Account held by the Trustee under the provisions of this Resolution, except the Reserve Fund, obligations purchased as an investment of moneys therein shall be valued at the cost or market price thereof, whichever is lower, exclusive of accrued interest. In computing the value of the Reserve Fund, obligations purchased as an investment of moneys therein shall be valued at par, or if purchased at less than par, at their cost to the Authority.

(5) The Trustee shall sell at the best price obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Fund or Account for which such investment was made. The Trustee shall advise the Authority in writing, on or before the last day of each calendar month, of the details of all investments held for the credit of each Fund and Account in its custody under the provisions of this Resolution as of the end of the preceding month.

(6) The Trustee shall continuously invest all amounts deposited in a Capitalized Interest Account for a Series of Bonds in such Investment Obligations referred to in subparagraphs (a) or (d) of the definition of Investment Obligations in Section 101 of this Resolution, as directed in writing by an Authorized Officer pursuant to Section 909 of this Resolution, until all the interest to be paid from the Account has been paid. The Trustee shall continuously invest all amounts deposited in the Reserve Fund from proceeds of any Series of Bonds for which interest is payable from a Capitalized Interest Account on December 1, 1980, or June 1, 1981, in Investment Obligations referred to in subparagraphs (a) or (d) of the definition of Investment Obligations in Section 101 of this Resolution as directed in writing by an Authorized Officer pursuant to Section 909 of this Resolution.

### 703. Liability Of Trustee For Investments.

The Authority shall authorize, direct and confirm in writing by an Authorized Officer, all investments by the Trustee. If the Authority fails to

direct investments, the Trustee shall invest such amount at its discretion in such Investment Obligations as is permitted by this Resolution. The Trustee shall not be liable or responsible for the making of any investment authorized by the provisions of this Article, in the manner provided in this Section, or for any loss resulting from any such investment so made, except for its own gross negligence or willful default.

*Article VIII.*

*The Trustee And Paying Agents.*

**801. Trustee; Appointment And Acceptance Of Duties.**

The First National Bank of Chicago, Chicago, Illinois is appointed Trustee under this Resolution. The Trustee shall signify its acceptance of the duties and obligations imposed on it by this Resolution by a written instrument of acceptance deposited with the Authority prior to issuance of the first Series of Bonds.

**802. Paying Agents; Appointment And Acceptance Of Duties.**

(1) The Authority shall appoint one or more Paying Agents for the Bonds of any Series in the Series Resolution authorizing such Bonds, and may at any time or from time to time appoint one or more other Paying Agents in the manner and subject to the conditions set forth in Section 811 of this Resolution for the appointment of a successor Paying Agent. The Trustee may be appointed to act as Paying Agent notwithstanding that it may then be acting in the capacity of the Trustee. Moneys paid to Paying Agents pursuant to this Resolution shall be held in trust for the Holders of the Bonds and coupons and any risk of loss of such amounts shall be the risk of such Holders and not the Authority.

(2) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the Resolution by written instrument of acceptance deposited with the Authority and the Trustee.

(3) The corporate trust offices of the Paying Agents are designated as the respective agencies of the Authority for the payment of the interest and principal and Redemption Price of the Bonds, except that interest, principal and Redemption Price of all Bonds in fully registered form and principal and Redemption Price of all Bonds in coupon form registered as to principal (other than to bearer) shall be payable at the corporate trust office of the Trustee. Interest on Bonds in fully registered form shall be payable by check

mailed by the Trustee to the Holders of those Bonds at their address as shown on the registry books of the Authority maintained by the Trustee.

### 803. Responsibilities Of Trustee And Paying Agents.

The recitals of fact in this Resolution, the Series Resolutions, the Tax Levy Ordinances and the Bonds shall be taken as the statements of the Authority (or the City Council in the case of the Tax Levy Ordinances), and neither the Trustee nor any Paying Agent assumes any responsibility for their correctness. Except as explicitly provided in this Resolution, neither the Trustee nor any Paying Agent shall be deemed to make any representations, as to the validity or sufficiency of this Resolution, the Series Resolutions, the Tax Levy Ordinances or the Bonds or in respect of the security afforded by such documents. Except as explicitly provided in this Resolution, neither the Trustee nor the Paying Agent shall have any responsibility or duty with respect to the issuance of the Bonds or the application of the proceeds of the Bonds or the application of any moneys paid to the Board. Neither the Trustee nor any Paying Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect of its duties and obligations under this Resolution, or to advance any of its own moneys unless properly indemnified to its reasonable satisfaction. Neither the Trustee nor any Paying Agent shall be liable in connection with the performance of its duties and obligations under this Resolution except for its own gross negligence or willful default or breach of trust. Neither the Trustee nor any Paying Agent shall have any responsibility or duty with respect to the application of any moneys paid by any of them to any other.

### 804. Evidence On Which Trustee And Paying Agents May Act.

The Trustee and any Paying Agent may act upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties and shall not be liable for any such action. The Trustee and any Paying Agent may consult with counsel of recognized competency in such matters who may or may not be counsel to the Authority, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee or any Paying Agent under this Resolution in good faith and in accordance with such opinion or advice. Whenever the Trustee or any Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Resolution, any Series Resolution, or any Tax Levy Ordinance, such matter (unless other evidence is specifically prescribed by such document) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Authority, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of

such document, but in its discretion the Trustee or any Paying Agent may in lieu of such certificate accept other evidence of such fact or matter or may require such further or additional evidence as may seem reasonable to it. Except as otherwise expressly provided in this Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision of this Resolution by the Authority to the Trustee or any Paying Agent shall be sufficiently executed if executed in the name of the Authority by an Authorized Officer.

#### 805. Compensation.

The Authority shall pay to the Trustee and to each Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in the performance of their powers and duties under this Resolution. The Authority further agrees to defend, indemnify and save the Trustee or any Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under this Resolution, and which are not due to the Trustee's gross negligence or willful default. Such payment of fees and indemnification of the Trustee and each Paying Agent shall be from available funds of the Authority. The Trustee and the Paying Agents shall have no right to use any amounts in the Debt Service Fund or the Reserve Fund or to have any set-off, lien or other right to any such amounts for such purposes.

#### 806. Permitted Acts And Functions.

The Trustee and any Paying Agent may buy, own, hold and sell (including acting as an underwriter in respect of) any Bonds or other bonds or notes of the Authority; and may engage or be interested in any financial or other transaction with the Authority with like effect and with the same rights as if it were not such Trustee or Paying Agent.

#### 807. Resignation Or Removal Of Trustee.

(1) The Trustee may at any time, except during such time as the Authority shall have failed to pay (and shall continue to fail to pay) principal on any Bonds at maturity or on Sinking Fund Installment dates or to pay interest on any Bond as it comes due, resign and be discharged of the duties and obligations created by this Resolution by giving not less than sixty (60) days' written notice to the Authority and publishing notice of the resignation, specifying the date when such resignation shall take effect, once in a daily newspaper of general circulation in the City. Such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed, as provided in Section 808 of this

Resolution, in which event such resignation shall take effect immediately on the appointment of the successor.

(2) The Trustee shall be removed by the Authority if at any time the Authority is so requested by an instrument or concurrent instruments in writing filed with the Trustee and the Authority, and signed by the Holders of a majority in principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Authority. The Authority may remove the Trustee at any time, except during such time as the Authority shall have failed to pay (and shall continue to fail to pay) principal of any Bond at maturity or on Sinking Fund Installment dates or to pay interest on any Bond as it falls due, for such cause as shall be determined by the Authority by filing with the Trustee an instrument of removal signed by an Authorized Officer of the Authority.

#### 808. Appointment Of Successor Trustee.

In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the Authority covenants and agrees that it will then by resolution appoint a successor Trustee. The Authority shall publish notice of any such appointment made by it in a daily newspaper of general circulation in the City, such publication in each case to be made within twenty (20) days after such appointment. The Authority shall also promptly give notice as to the appointment of the successor Trustee to the county collector of each county in which any taxable property in the City is located. If appointment of a successor Trustee shall not be made as required by the foregoing provisions of this Section within forty-five (45) days after the Trustee shall have given to the Authority written notice, as provided in Section 807 of this Resolution, or after a vacancy in the office of the Trustee shall have otherwise occurred, the Trustee or any Holder of the Bonds may apply to any court of competent jurisdiction to appoint a successor Trustee. That court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee. A copy of the order of court so appointing a successor Trustee shall be given promptly by an Authorized Officer to the county collector of each county in which any taxable property in the City is located. Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company organized under the laws of the State of Illinois, or a national banking association doing business and having its principal office in the City of Chicago, State of Illinois, and having a capital and undivided surplus aggregating at least Twenty Million Dollars (\$20,000,000), and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution.



**809. Transfer Of Rights And Property To Successor Trustee.**

Any successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor as Trustee, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the Authority or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property or right held by it under this Resolution, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in this Resolution. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Chairman or other Authorized Officer. Any successor Trustee shall promptly notify the Paying Agents of its appointment.

**810. Merger, Conversion Or Consolidation.**

Any company into which the Trustee or any Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee or any Paying Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Trustee or Paying Agent without the execution or filing of any paper or the performance of any further act, provided with respect to the Trustee that such company shall be a bank or trust company organized under the laws of the State, and otherwise qualifying under Section 808 of this Resolution for appointment as a Trustee and shall be authorized by law to perform all the duties imposed upon it by this Resolution.

**811. Resignation Or Removal Of Paying Agents And Appointment Of Successors.**

Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) days written notice to the Authority and the Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the

Trustee and signed by an Authorized Officer of the Authority. Any successor Paying Agent shall be appointed by the Authority and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having a capital and surplus aggregating at least Twenty Million Dollars (\$20,000,000), and willing and able to accept the office of Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any monies held by it as Paying Agent to its successor, or if there be no successor then appointed, to the Trustee until such successor is appointed. At all times at least one Paying Agent shall be a bank or trust company which maintains its corporate trust office in the City. The Authority shall notify the Trustee as to the appointment of a successor Paying Agent.

#### 812. Powers Of Bondholder Or Trustee To Enforce Compliance.

The Trustee shall have all the rights, duties and powers as provided in other sections of this Resolution. In addition, the Trustee shall have power, in its sole discretion, but shall not be obligated, to bring any legal proceedings on behalf of any Holders of the Bonds to enforce the provisions of the Act, this Resolution, any Series Resolution or any Tax Levy Ordinance or any security for the Bonds or coupons as provided by such documents, but this provision shall not exclude any Holder of the Bonds from bringing any such legal proceedings in his or her own name. The Trustee and any Holder of the Bonds may bring any legal proceedings to compel the performance by any person of the obligations, duties and responsibilities imposed under the Act, the Resolution, any Series Resolution or any Tax Levy Ordinance or the Bonds. Those legal proceedings may include, without limitation, actions for injunctive or other equitable relief or for a writ or writs of mandamus. It shall not be necessary in order for any such proceeding to be brought that Bonds have not then been paid as to principal due either at maturity or on Sinking Fund Installment dates or as to interest then due.

#### 813. Trustee's Annual Valuation Of Funds And Report And Tax Levy Certificate.

As promptly as practicable after December 1 in each year (beginning in 1981) but in any event on or prior to December 15 of such year, the Trustee shall determine the value of the cash and investments in the Principal and Interest Account, the Special Payments Account and the Reserve Fund and shall prepare and submit to the Authority a Trustee's Annual Report. The Trustee's Annual Report shall contain a full and complete report on all receipts and expenditures of all Funds and Accounts established under this Resolution and of all transfers between such Funds and Accounts for the year ending the previous November 30. The report shall also include all expenditures and transfers to be made in December of the year of the Report

pursuant to Sections 505 and 506, paragraphs (4) and (11) of Section 601 and paragraph (5) of Section 602 of this Resolution. In addition, the Report shall state:

(a) The value of the Principal and Interest Account and the Special Payments Account as of such December 1, after payment of the interest then due on the Bonds and after giving effect to any transfers in that December pursuant to Sections 505 and 506, paragraphs (4) and (11) of Section 601 or to paragraph (5) of Section 602 of this Resolution.

(b) The value of the Reserve Fund (including in such value the value of any Reserve Fund Credit Instrument deposited in the Reserve Fund, such value to be determined in accordance with Section 602 of this Resolution) as of such December 1 after giving effect to any transfers pursuant to paragraph (4) of Section 601 or paragraph (5) of Section 602 of this Resolution.

(c) The total amount of taxes received by the Trustee in all years prior to the date of the Report, shown by year of receipt.

(d) The total amount, if any, of all taxes required to be collected in the next calendar year pursuant to paragraph (3) of Section 906 of this Resolution.

(e) The total amount of all taxes required to have been collected pursuant to this Resolution in all years, up to and including the year of the Report (less any abatements of those taxes allowed by this Resolution).

(f) The Debt Service Requirements for the next June 1.

(g) The percentage by which the total ad valorem property taxes on taxable property in the City collected during the preceding calendar year was less than the total of such taxes extended for collection in that year.

(h) The series, maturity dates and principal amount of all Bonds which have been defeased as a result of deposits made to the Defeasance Fund; the total amount of deposits to and of payments from the Defeasance Fund during the preceding twelve months; and all Investment Obligations and the amount of money on deposit in the Defeasance Fund as of the date of the report.

The Trustee's Annual Report shall remind the Authority of its obligations under Section 908 of this Resolution. In addition, no later than December 31 of each year, beginning in 1981, the Trustee shall file in the offices of the county clerks of each county in which any taxable property in the City shall be located a statement, certified by a corporate trust officer of the Trustee, of

the amount of the taxes which are to be included in the levy for that year pursuant to paragraph (3) of Section 906 of this Resolution.

*Article IX.*

*Covenants Of The Authority.*

The Authority covenants and agrees with the Holders of the Bonds and coupons as follows:

901. Payment Of Bonds.

The Authority shall duly and punctually pay or cause to be paid the principal of the Bonds at maturity or on Sinking Fund Installment dates and the interest thereon, at the dates and places and in the manner provided in the Bonds and in the coupons pertaining to the Bonds, according to the true intent and meaning of the Bonds and coupons.

902. Offices For Payment And Registration Of Bonds And Coupons.

The Authority shall at all times maintain an office or agency in the City of Chicago, State of Illinois, where Bonds and coupons may be presented for payment. The Authority may by a Series Resolution designate an additional Paying Agent or Paying Agents where Bonds and coupons of the Series authorized by that Series Resolution may be presented for payment. The Authority shall at all times maintain an office or agency in the City of Chicago, State of Illinois, where Bonds and coupons may be presented for registration, transfer or exchange. The Trustee is appointed as its agent to maintain such office or agency for the registration, transfer or exchange of Bonds and coupons.

903. Further Assurances And Actions.

At any and all times the Authority shall, so far as it may be authorized or permitted by law, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, assignments, grants, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, confirming and effecting all and singular the liens upon and security interests in all rights, claims and interests in any levy of taxes for payment of any Bonds and coupons or in any present or future proceeds of those levies or in any Funds or Accounts created or established by this Resolution or by any Series Resolution pursuant to this Resolution for the Holders of the Bonds and coupons. It will take all necessary actions

of all kinds to cause the taxes which are to be levied as provided in Section 906 of this Resolution to be extended and collected as provided by that Section.

#### 904. Security Interests And Liens.

The Authority shall not assign, pledge or grant a security interest in or lien upon any of its rights, claims or interests arising pursuant to any levy of taxes made pursuant to this Resolution with respect to the Bonds or in any present or future proceeds of such levies or in any Fund or Account created or established by this Resolution or any Series Resolution except as provided by this Resolution, for the payment of principal, Redemption Price or interest on the Bonds, or as provided in Section 602(8) of this Resolution, but junior in priority to the claims of the Holders of the Bonds and only with respect to amounts that are on deposit in the Reserve Fund.

#### 905. Issuance Of Additional Obligations.

(1) The Authority shall not create or permit the creation of or issue any obligations or create any indebtedness which will be secured by a lien upon or security interest in any rights, claims or interests of the Authority to any levy of taxes for payment of Bonds or in any present or future proceeds of those levies or by a lien upon or security interest in any Funds or Accounts created or established by or pursuant to Article VI of this Resolution, or which will be payable from the Debt Service Fund or the Reserve Fund, except that Series of Bonds may be issued from time to time pursuant to a Series Resolution under this Resolution on a parity with the Outstanding Bonds and secured by an equal and ratable charge and payable equally and ratably from the Debt Service Fund and Reserve Fund for any lawful purposes (except that Capitalized Interest Accounts shall be established for paying interest solely on particular Series of Bonds).

(2) No Series of Bonds shall be issued under this Resolution unless:

(a) the principal amount of the Bonds then to be issued, together with the principal amount of the obligations of the Authority theretofore issued and outstanding, will not exceed in aggregate principal amount any limitation imposed by law;

(b) there is at the time of the issuance of such additional Bonds no deficiency in the amounts required by this Resolution or any Series Resolution to be paid into the Capitalized Interest Account for such additional Series of Bonds (as provided in Section 909 of this Resolution);

(c) the value of the Reserve Fund, upon the issuance and delivery of such additional Bonds and the depositing in the Reserve Fund of any amount, or any Reserve Fund Credit Instrument, provided so to be deposited by the Series Resolution authorizing the issuance of such additional Bonds, shall not be less than the Reserve Requirement;

(d) the Series Resolution authorizing the issuance of such Series of Bonds shall demand and direct the City Council of the City to levy taxes sufficient to pay the Bonds of the Series as provided in Section 906 of this Resolution;

(e) the City Council of the City shall have duly adopted a Tax Levy Ordinance levying taxes sufficient to pay the Bonds of that Series as provided in Section 906 of this Resolution which Tax Levy Ordinance shall include as Exhibits a copy of this Resolution and a copy of the related Series Resolution (exhibits to a Series Resolution may be deleted from the copy attached to the Tax Levy Ordinance);

(f) certified copies of the Tax Levy Ordinance shall have been duly filed in the offices of the clerks and the collectors of each county in which any taxable property in the City is located;

(g) the various requirements specified in Section 204 for issuance of Bonds under this Resolution shall have been fulfilled with respect to such additional Bonds; and

(h) there shall be no maturity of any Serial Bonds or any Sinking Fund Installments on any Term Bonds of any Series on any date as to which interest on Bonds of that Series is to be paid from a Capitalized Interest Account.

(3) No Bonds, except Bonds issued to pay principal or interest on Bonds or to redeem Bonds (whether issued at or before the time of payment or redemption), to provide deposits to the Reserve Fund, or to pay costs of issuance, shall be issued after 1984.

#### 906. Levy Of Taxes.

(1) Prior to the issuance of any Series of Bonds, the Authority shall by the Series Resolution authorizing that Series of Bonds, demand and direct the City Council of the City to provide by ordinance (the "Tax Levy Ordinance") for the levy and collection of a direct annual tax upon all taxable property within the City, being the school district named the Board of Education of the City of Chicago, without limitation as to rate or amount, sufficient to pay and discharge the principal of Bonds of that Series, at maturity or on Sinking Fund Installment dates, and to pay

interest on Bonds of that Series as it falls due, and in particular, but not in limitation of the foregoing, sufficient to produce the amounts set out or described in paragraphs (2) and (3) of this Section. Prior to the issuance of any such Series of Bonds, the City Council shall have adopted such a Tax Levy Ordinance with respect to such Series of Bonds.

(2) The Series Resolution and the Tax Levy Ordinance for such Series of Bonds shall specify the amounts of taxes to be levied for each year for the purpose of providing for the payment of the principal of Bonds at maturity or on Sinking Fund Installment dates, and for payment of interest on Bonds as it falls due. The amount of the tax which shall be so specified for the levy provided for each year shall be an amount (which dollar amount shall be stated in the Series Resolution and the related Tax Levy Ordinance) sufficient to produce a sum equal to the Debt Service Requirements on that Series of Bonds on December 1 of the year following the year of levy and on June 1 of the next succeeding year. No tax need be levied to pay any interest on any Bonds, which interest is to be paid from a Capitalized Interest Account as provided in Section 909 of this Resolution.

(3) The taxes which the Series Resolution shall provide to be collected and which the Tax Levy Ordinance shall levy for the purpose of paying and discharging the principal of the Bonds at maturity or on Sinking Fund Installment dates and paying interest on the Bonds as it falls due, and for the purpose of providing money to be deposited in the Reserve Fund pursuant to the Act, shall include the additional sums provided in this paragraph (3). These amounts shall be in addition to the dollar amounts specifically required by paragraph (2) of this Section to be set forth. The additional amounts provided in this paragraph shall be collected in each year while any of the Bonds are outstanding and unpaid, either as to principal or interest, beginning with the tax levy of 1981. The additional amount required by this paragraph (3) to be levied for each such year shall be the sum sufficient to produce the amount, if any, by which:

(a) the cumulative total of Debt Service Requirements on that Series of Bonds authorized by that Series Resolution through December 1 of such levy year, less an amount equal to the interest paid from a Capitalized Interest Account shall have exceeded;

(b) the cumulative total of the collections of all taxes levied as provided by the Tax Levy Ordinance with respect to that Series of Bonds (including taxes levied pursuant to this paragraph) for all years up to and through December 1 of such levy year, treating as tax collections the total amount of all such taxes which shall have been abated pursuant to Section 601 of this Resolution with respect to extensions for all years through such December 1.

Section 813 of this Resolution provides for the Trustee to file statements in December of each year (beginning in 1981) as to the amount of taxes to be included in the levy under this paragraph in the year of filing. The failure of the Trustee to file the certificate referred to in that Section 813 shall not affect the validity of the levy of taxes as provided for by this paragraph and whether or not the Trustee shall file the statement, the county clerks and collectors of each county in which any taxable property in the City shall be located shall be directed by the Tax Levy Ordinances to cause to be extended and collected all the amounts provided to be collected in each year pursuant to this paragraph and the Tax Levy Ordinances.

(4) After the adoption and effectiveness of this Resolution and each Series Resolution, the Secretary of the Authority shall cause to be filed a copy of each such resolution duly certified by or on behalf of the Secretary of the Authority with the City Clerk of the City. After the adoption and effectiveness of any Tax Levy Ordinance, the City Clerk of the City shall cause copies of that Tax Levy Ordinance, duly certified by or on behalf of that officer, to be filed in the offices of the county clerk and county collector of each county in which any taxable property in the City is located. Upon filing of such copies of the Tax Levy Ordinance with the offices of such county clerks, it shall be the duty of those county clerks to extend the taxes so levied by that Tax Levy Ordinance, all as provided in the Act, the Series Resolutions, this Resolution and the Tax Levy Ordinance. Except as specifically provided in this Resolution, the taxes so to be levied as provided in this Resolution shall be computed, extended and collected in the same manner as is now or may subsequently be provided for the computation, extension and collection of ad valorem property taxes in the City generally. The taxes to be levied as provided by this Resolution, the Series Resolutions and Tax Levy Ordinances shall be extended without limitation as to rate and shall be extended in amounts sufficient to produce the taxes as so levied.

(5) In extending the taxes provided by this Resolution and the Series Resolutions to be levied and the taxes levied by Tax Levy Ordinances, the county clerks of each county in which any taxable property in the City is located, shall include in each year an amount to cover loss and cost of collection and anticipated deferred collections of the taxes so levied. Such amount shall be determined by the Authority pursuant to the Act, this Resolution and the Series Resolutions. The amount so determined by the Authority shall be expressed as a percentage of the amounts of taxes required to be collected in such year as provided by the Act, this Resolution, the Series Resolutions and the Tax Levy Ordinances. Each Series Resolution shall determine the amounts so to be included in each extension year as an allowance which the Authority shall reasonably estimate to be needed to cover loss and cost of collection and anticipated deferred collections of such taxes as extended in the collectors' books, for such years. The amounts so determined shall be based on the actual recent experience of tax collections of levies of taxes in the City, as of the adoption of the Series Resolution giving account to the time in which



levies for any year have been collected. The amounts as so determined by any Series Resolution for inclusion in the taxes to be extended in any year shall be subject to change as provided in Section 908 of this Resolution.

(6) The taxes to be levied as provided in this Resolution, the Series Resolutions and the Tax Levy Ordinances shall be in addition to and exclusive of the maximum of all other taxes which the Authority, the Board or the City Council of the City is now, or may hereafter be, authorized by law to levy for any and all school (or any other) purposes. The taxes so to be levied as provided in this Resolution, the Series Resolutions and the Tax Levy Ordinances shall be separate and apart from all other taxes of the Authority, the Board and the City and shall be separately identified as such by the proper tax collectors for such taxes.

(7) While any Bonds remain Outstanding and unpaid, the tax levies to be made as provided by this Resolution, the Series Resolutions and the Tax Levy Ordinances shall be for the sole benefit of the Holders of the Outstanding Bonds and the coupons pertaining to such Bonds and such Holders shall have and are granted a security interest in, and a lien upon, all rights, claims and interests of the Authority arising pursuant to those levies and all present and future proceeds of such levies. The security interest in and lien upon those rights, claims and interests are valid and binding from the time the Bonds are issued, without any physical delivery or further act, and shall be valid and binding as against, and prior to any claims of, all other parties having claims, if any, of any kind in contract, tort or otherwise against the State, the Authority, the Board or the City, or any other person, irrespective of whether such other parties have notice of such lien or security interest.

(8) Upon all Bonds of any Series being paid in full as to both principal and interest, or provision having been made for such payment as provided in Section 1101 of this Resolution, the Trustee shall give notice of that fact to the county clerks of each county in which any taxable property of the City is located, and all further taxes levied pursuant to the Series Resolution and the Tax Levy Ordinance for that Series of Bonds shall then be abated. However, if any Series of Bonds are issued to refund any Outstanding Bonds, the Series Resolution and the Tax Levy Ordinance for that refunding Series of Bonds may provide that the taxes which have been levied pursuant to the Series Resolution and Tax Levy Ordinance for the Bonds being refunded for years prior to the year in which the Tax Levy Ordinance for the refunding Bonds is adopted and filed with the appropriate county clerks, will continue to be extended, collected and paid to the Trustee and deposited in the Debt Service Fund. The amount of any such levy in a prior year for Bonds being refunded which shall not be required to pay principal on those Bonds being refunded at maturity or on Sinking Fund Installment dates or interest on those Bonds being refunded as it falls due may reduce the required amounts of taxes to be levied for the refunding Bonds for those years.

(9) As to tax payments made with respect to estimated tax bills which are computed on the basis of a prior year's extension of taxes, the county collectors of taxes are directed to pay to the Trustee not less than the percentage of such tax receipts which the prior year's extension of levies for the Bonds was of all extensions of taxes of the Authority in that prior year.

(10) All proceeds from the levy of any taxes by any Tax Levy Ordinance shall be deposited by the county collector of each county in which any taxable property in the City is located directly in the Debt Service Fund with the Trustee and shall be applied, as provided by this Resolution, solely for the payment and discharge of the Bonds (at maturity or on Sinking Fund Installment dates) and of interest on the Bonds as it falls due, or for the redemption or purchase of Bonds as provided by this Resolution or for transfer to the Reserve Fund as provided by this Resolution and shall not be used for any other purpose.

#### 907. Abatement Of Taxes.

The Authority will not repeal, abate or reduce the taxes levied pursuant to the Act, this Resolution, any Series Resolution or any Tax Levy Ordinance, or otherwise take any action to restrict the extension and collection of those taxes, except that the Authority may take action to cause those taxes to be abated to the following extent:

(a) The Authority may abate any such taxes to the extent that taxes are levied to pay principal of or interest on Bonds which at the time of the abatement shall have been paid or redeemed in full as to both principal and interest or for payment or redemption of which provision shall have been made as provided in Article XI of the Resolution;

(b) The Authority may abate any such taxes as provided pursuant to Section 601 of this Resolution.

#### 908. Allowance For Loss.

(1) Pursuant to Section 906 of this Resolution the Authority is required in each Series Resolution to determine an amount to be included in the extension of taxes levied by the related Series Tax Levy Ordinance, for an allowance for such loss and cost of collection and anticipated deferred collections of those taxes. The allowance for such loss and cost of collection and anticipated deferred collections is to be expressed as a percentage of the taxes required to be produced in any year, all as provided in Section 906 of this Resolution.

(2) The Authority may, and when required by this Resolution shall, in accordance with this Section from time to time by resolution modify the determination of the allowance for loss and cost of collection and anticipated deferred collections made by a Series Resolution. In December of each year, beginning in 1981, the Authority shall by resolution determine whether to modify the allowance for loss and cost of collection and anticipated deferred collections for all those taxes to be extended in any future year or years. The Series Resolution may contain restrictions on the powers of the Authority to reduce the allowance as determined by that Series Resolution. A certified copy of any resolution of the Authority modifying the determination of the allowance for loss and cost of collection and anticipated deferred collections shall be filed by the Secretary of the Authority or an Authorized Officer in the offices of the county clerks of each county in which any taxable property in the City is located prior to December 31 of the year in which the resolution is adopted.

(3) The allowance for loss and cost of collection and anticipated deferred collections for any extension of taxes levied with respect to any Series of Bonds for any year shall not in any event be less than the percentage which would have been needed to be added to the total of all property taxes collected in the City for the second full calendar year preceding the year of extension to equal the total of the gross property taxes in the City extended in such preceding calendar year. In any event, the Authority shall for each tax levy with respect to each Series of Bonds for each year determine an allowance for loss and cost of collection and anticipated deferred collection of taxes of an amount which the Authority shall by resolution find to be sufficient so that the amount of taxes to be collected will produce the amounts required to be produced pursuant to this Resolution.

#### 909. Capitalized Interest.

(1) Each Series Resolution authorizing any Series of Bonds shall determine the interest payment dates on which interest from the Bonds of that Series shall be paid from a Capitalized Interest Account for that Series of Bonds. All interest payable on any interest payment date on or prior to the June 1 of the year succeeding the year of the first levy of taxes with respect to that Series of Bonds shall be paid from a Capitalized Interest Account (except, with respect to a Series of Bonds issued to refund Outstanding Bonds, to the extent that taxes levied for the Outstanding Bonds being refunded will be available for payment of interest on the refunding Bonds).

(2) Upon the issuance of any Series of Bonds there shall be deposited into the Capitalized Interest Account for that Series of Bonds, from the proceeds of that Series, an amount as shall be sufficient to purchase Investment Obligations of any types described in subparagraphs (a) or (d) of paragraph 15 of Section 101 of this Resolution as shall be designated in

writing to the Trustee by an Authorized Officer, the principal of and interest on which, when due, will provide money which (when added to any money to be transferred to the Capitalized Interest Account for that Series from the Reserve Fund) will produce money sufficient to pay interest on the Bonds of that Series in the amounts and on the interest payment dates on which interest is to be paid from that Capitalized Interest Account, as specified in the Series Resolution for that Series of Bonds. The amount of money which shall be treated as transferable from the Reserve Fund shall be calculated on the basis of the amount of interest and investment earnings to be received in time to make such transfer on Investment Obligations to be purchased by the Trustee as designated in writing by an Authorized Officer from amounts deposited in the Reserve Fund from proceeds of such Bonds.

#### 910. Taxation.

(1) The Authority covenants with the Holders of its Bonds of each Series from time to time Outstanding that it (a) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Bonds of that Series will not be or become included in gross income for federal income tax purposes under the Code at the time of issuance of that Series; (b) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that interest on the Bonds of each Series will not be or become included in gross income for federal income tax purposes under the Code as in effect from time to time; and (c) will take no action or permit any action in the investment of the proceeds of the Bonds of each Series, or any other funds of the Authority which would result in making interest on the Bonds includable in gross income for federal income tax purposes by reason of causing the Bonds to be "arbitrage bonds" within the meaning of the Code.

(2) The Authority will cause appropriate reports to be filed with the United States Internal Revenue Service upon issuance of Bonds of each Series as required by the Code and will cause rebates to be paid to the United States of America as required by the Code from the Rebate Fund.

(3) There is established a Rebate Fund to be held by the Trustee. Interest and other investment earnings on any Funds or Accounts held by the Trustee, other than the Defeasance Fund, and other amounts as required under paragraph (5) of this Section, shall be transferred to and deposited in the Rebate Fund as an Authorized Officer shall direct the Trustee from time to time in order to comply with this Section. Amounts in the Rebate Fund shall be used by the Trustee to make arbitrage rebates to the United States of America for Bonds issued after 1986 as an Authorized Officer shall direct the Trustee from time to time in order to

comply with this Section. Amounts in the Rebate Fund which an Authorized Officer shall direct the Trustee as not being so needed shall be transferred by the Trustee from the Rebate Fund and deposited in the Debt Service Fund to the credit of the Principal and Interest Account.

(4) Holders of the Bonds shall have no lien on or security interest in the Rebate Fund. In December of each year the Authority shall make a calculation of all amounts which are required to be deposited in the Rebate Fund in respect of interest or investment earnings through December 1 of that year in order to comply with this Section and shall also calculate from time to time the amount or rebate as shall be required to be made to the United States of America under the Code and shall direct the Trustee as to those required transfers and payments. The Authority shall engage knowledgeable advisors to assist in all such required calculations.

(5) To the extent required transfers are unable to be made from the Debt Service Fund or the Reserve Fund under the provisions of Sections 601 and 602 of this Resolution, with respect to interest or other investment earnings on those Funds, the Authority directs the Trustee to make any such required transfer first from the School Assistance Bonds Administrative Fund and then from any other Fund from which amounts are available, as directed by the Authority.

#### 911. Application Of Taxes, Funds And Accounts.

The Authority shall faithfully apply pursuant to the terms of this Resolution all proceeds of taxes levied with respect to the Bonds and all moneys and Investment Obligations in the Debt Service Fund and the Reserve Fund pursuant to this Resolution and the Series Resolutions.

#### 912. Payment Of Trustee And Paying Agents.

The Authority will promptly pay all amounts owed by it under this Resolution to the Trustee and the Paying Agents.

#### 913. Maintenance Of Bond Insurance And Reserve Fund Credit Instruments.

The Authority shall enforce or cause to be enforced, as provided under this Resolution, the provisions of each policy of bond insurance insuring the payment of principal of and interest on the Bonds and each Reserve Fund Credit Instrument. The Authority shall, as provided under this Resolution, duly perform its covenants and agreements pertaining to such

policies or instruments so that each shall remain in full force and effect. The Authority shall not consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with such bond insurance policies or Reserve Fund Credit Instruments which would in any manner materially impair or materially adversely affect the rights of the Authority or the Trustee under such bond insurance policies or Reserve Fund Credit Instruments or the rights or security of the Holders of the Bonds. The Authority shall provide each Provider of a Reserve Fund Credit Instrument which shall be in effect or with respect to which there shall be amounts due under the related Reimbursement Agreement with notice of the resignation or removal of the Trustee or the issuance of any Bonds. This Resolution shall remain in full force and effect and be a contract with the Provider of each Reserve Fund Credit Instrument while in effect or while there are amounts due under the related Reimbursement Agreement. A Provider shall be entitled to exercise any and all remedies available at law to enforce its rights under this Resolution and a Reimbursement Agreement so long as the remedy shall not adversely affect Holders of any Bonds.

*Article X.*

*Series Resolutions And Supplemental Resolutions.*

1001. Adoption And Filing.

The Authority may adopt at any time or from time to time Series Resolutions to provide for the issuance of a Series of Bonds in accordance with the provisions of this Resolution and to prescribe the terms and conditions pursuant to which such Bonds may be issued, paid or redeemed. The Authority may adopt at any time or from time to time Supplemental Resolutions for any one or more of the following purposes:

- (1) To add additional covenants and agreements of the Authority for the purpose of further securing the payment of the Bonds, provided such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the Authority contained in this Resolution;
- (2) To prescribe further limitations and restrictions upon the issuance of Bonds and the incurring of indebtedness by the Authority which are not contrary to or inconsistent with the limitations and restrictions on such

issuance or incurring of indebtedness in effect prior to the adoption of such Supplemental Resolution;

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

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

(5) To take any further action necessary or desirable for the levy, collection and application of taxes sufficient to pay the Bonds as to principal at maturity or on Sinking Fund Installment dates and to pay interest on the Bonds as it falls due;

(6) With the consent of the Trustee, to correct any ambiguity or defect or inconsistent provisions in this Resolution or any Series Resolution or to insert such provisions clarifying matters or questions arising under this Resolution or any Series Resolution as are necessary or desirable in the event any such modifications are not contrary to or inconsistent with this Resolution or such Series Resolution as in effect prior to the adoption of any such Supplemental Resolution; or

(7) To create one or more subaccounts within the Principal and Interest Account, to provide for the crediting of amounts in the Principal and Interest Account to the various subaccounts and to provide for the order in which amounts in the various subaccounts shall be applied for the purposes for which the Principal and Interest Account is to be applied as provided in this Resolution; provided, however, that a Supplemental Resolution adopted pursuant to this paragraph (7) shall not in any way affect the rights or duties of the Authority or the Trustee to pay amounts to, deposit amounts in or credit them to the Principal and Interest Account or to apply amounts in that Account at the times, in the manner and for the purposes all as provided in this Resolution.

Any Series Resolution or Supplemental Resolution shall become effective in accordance with its terms upon the filing with the Trustee of a copy certified by an Authorized Officer.

No Supplemental Resolution shall be adopted while there is in effect a Reserve Fund Credit Instrument, or while amounts are due under a related Reimbursement Agreement without the prior written consent of the Provider.

1002. General Provisions Relating To Series Resolutions And Supplemental Resolutions.

This Resolution shall not be modified or amended in any respect except in accordance with and subject to the provisions of this Article X. Nothing contained in this Article X shall affect or limit the right or obligation of the Authority to adopt, make, do, execute or deliver any resolution, act or other instrument pursuant to the provisions of Section 903 of this Resolution or the right or obligation of the Authority to execute and deliver to the Trustee or any Paying Agent any instrument elsewhere in this Resolution provided or permitted to be delivered to the Trustee or any Paying Agent. A copy of every Supplemental Resolution adopted by the Authority when filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the Act, as amended to the date of the Counsel's Opinion, is authorized or permitted by the Act as so amended and by this Resolution and is valid and binding upon the Authority. The Trustee is authorized to accept delivery of a certified copy of any Series Resolution or Supplemental Resolution permitted or authorized pursuant to the provisions of this Resolution and to make all further agreements and stipulations which may be contained in that Series Resolution or Supplemental Resolution. In taking such action, the Trustee shall be fully protected in relying on Counsel's Opinion that such Series Resolution or Supplemental Resolution is authorized or permitted by the provisions of this Resolution. No Series Resolution or Supplemental Resolution changing, amending or modifying any of the rights, duties or obligations of the Trustee or any Paying Agent may be adopted by the Authority without the written consent of the Trustee or Paying Agent affected by the Series Resolution or Supplemental Resolution.

*Article XI.*

*Defeasance.*

1101. Defeasance.

(1) If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Bonds and coupons then Outstanding, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in the Bonds, the Bond Resolution and the Series Resolutions, then and in that event the covenants, agreements and other obligations of the Authority to the Holders of the Bonds and the coupons pertaining to the Bonds, shall be discharged and satisfied. In such event, the Trustee shall, upon request of the Authority, execute and deliver to the Authority all such instruments as may be desirable to evidence such release and discharge and the Trustee and the Paying Agent shall pay over or deliver to the Authority all monies or securities held by them pursuant to the Bond Resolution which are no longer



required for the payment or redemption of Bonds or coupons not theretofore surrendered for such payment or redemption.

(2) Bonds or coupons for the payment or redemption of which monies shall have been set aside and shall be held in trust by the Trustee or any Paying Agents (through deposit by the Authority in the Defeasance Fund or other irrevocable trusteed escrow account of funds for such payment or redemption or otherwise), whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (1) of this Section 1101. Outstanding Bonds of any Series and coupons pertaining to those Bonds shall, prior to their maturity or redemption date, be deemed to have been paid within the meaning and with the effect expressed in paragraph (1) of this Section 1101 if (a) there shall have been deposited with such Trustee or Paying Agents either monies in an amount which shall be sufficient, or Investment Obligations the principal of and interest on which when due will provide monies which, when added to the monies, if any, deposited with such Trustee or Paying Agents at the same time, shall be sufficient to pay the principal of those Bonds at maturity or on Sinking Fund Installment dates or the Redemption Price, if applicable, and interest due and to become due on those Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (b) in case any of the Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to publish or give as provided in Article IV of this Resolution notice of redemption on that date on such Bonds, and (c) in the event those Bonds are not by their terms subject to redemption and do not mature within the next succeeding 60 days, the Authority shall have given the Trustee in form satisfactory to it, irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven days between publication, in a daily newspaper of general circulation in the City and in a financial newspaper of general circulation in the City of New York a notice to the Holders of such Bonds and coupons that the deposit required by (b) above has been made with the Trustee and that those Bonds and coupons are deemed to have been paid in accordance with paragraph (1) of this Section 1101 and stating such maturity or redemption date upon which monies are to be available for the payment of the principal or Redemption Price, if applicable, on those Bonds. Neither Investment Obligations nor monies deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Investment Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on those Bonds; provided that any cash received from such principal or interest payments on such Investment Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Investment Obligations maturing at times and in principal amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on those Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

(3) Anything in the Bond Resolution to the contrary notwithstanding, any moneys held by the Trustee or Paying Agents in trust for the payment and discharge of any of the Bonds or coupons which remain unclaimed for six years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or Paying Agents at such date, or for six years after the date of deposit of such moneys if deposited with the Trustee or Paying Agents after the date when the Bonds became due and payable, shall, at the written request of the Authority, be repaid by the Trustee or Paying Agents to the Authority, as its absolute property and free from trust, and the Trustee or Paying Agents shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Authority for the payment of such Bonds and coupons; provided, however, that before being required to make any such payment to the Authority, the Trustee or Paying Agents shall, at the expense of the Authority, cause to be published at least twice, at any interval of not less than seven days between publications, in a daily newspaper of general circulation in the City and in a financial newspaper of general circulation in the City of New York, a notice that those moneys remain unclaimed and that, after a date named in the notice, which date shall be not less than 30 days after the date of the first publication of the notice, the balance of such moneys then unclaimed will be returned to the Authority.

(4) For the purpose of this Section 1101, Investment Obligations shall mean only direct obligations of the United States of America.

## *Article XII.*

### *Miscellaneous.*

#### 1201. Preservation And Inspection Of Documents.

All documents received by the Trustee or any Paying Agent under the provisions of this Resolution, any Series Resolution or any Tax Levy Ordinance shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority, the Trustee or any Paying Agent, any Bondholders and their agents and representatives duly authorized in writing, any of whom may make copies of such documents.

#### 1202. Parties In Interest.

Nothing expressed or implied in this Resolution, in any Series Resolution or any Tax Levy Ordinance adopted pursuant to the provisions of this

Resolution is intended to or shall be construed to confer upon or to give to any person or party other than the Authority, the Trustee, the Paying Agents and the Holders of the Bonds and coupons pertaining to the Bonds any rights, remedies or claims under or by reason of this Resolution, any Series Resolution or any Tax Levy Ordinance or any covenants, condition or stipulation of those documents; and all covenants, stipulations, promises and agreements in this Resolution, any Series Resolution or any Tax Levy Ordinance by or on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Paying Agents and the Holders from time to time of the Bonds and the coupons pertaining to the Bonds.

**1203. No Recourse Under Resolution And Series Resolution Or On Bonds.**

All covenants, stipulations, promises, agreements and obligations of the Authority contained in this Resolution and the Series Resolutions shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any Director, officer or employee of the Authority in that person's individual capacity. No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based on that payment or on this Resolution against any Director, officer or employee of the Authority or any person executing the Bonds or coupons on behalf of the Authority.

**1204. Severability.**

If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Resolution on the part of the Authority, Trustee or any Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant(s), stipulation(s), promise(s), agreement(s) or obligation(s) shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations contained in this Resolution and shall in no way affect the validity of the other provisions of this Resolution.

**1205. Headings.**

Any headings preceding the texts of the several Articles and Sections of this Resolution or any Series Resolution, and any table of contents or marginal notes appended to copies of this Resolution or any Series Resolution, shall be solely for convenience of reference and shall not constitute a part of this Resolution or such Series Resolution, nor shall they affect its meaning, construction or effect.

**1206. Conflict.**

All resolutions or parts of resolutions or other proceedings of the Authority in conflict with this Resolution are repealed to the extent of the conflict.

**1207. Effectiveness.**

This Resolution is effective immediately upon its adoption.

*Certificate.*

I, Lawrence Block, certify that I am the duly qualified and acting Secretary of the Chicago School Finance Authority (the "Authority") and as Secretary I am the keeper of its books and records. I certify that attached to this Certificate is a true and complete copy of a Resolution entitled:

"A Resolution Creating And Establishing An Issue Of General Obligation School Assistance Bonds Of The Chicago School Finance Authority, Providing For The Issuance From Time To Time Of Those Bonds And Providing For The Payment Of Principal Of And Interest On Those Bonds",

which Resolution was duly adopted by the Board of Directors of the Authority at its regular meeting of April 29, 1980, at which a quorum was present and voting throughout, and was supplemented by Supplemental Resolutions duly adopted by the Board of Directors of the Authority at its reconvened regular meeting of December 9, 1980, at its reconvened regular meeting of November 13, 1984, at its special meeting of November 20, 1985, at its special meeting of July 10, 1986 and at its special meeting of December 16, 1987 and at its special meeting of April 9, 1992, at all of which meetings a quorum was present and voting throughout. The Resolution as adopted on April 29, 1980 and the Supplemental Resolutions as adopted on December 9, 1980, on November 13, 1984, on November 20, 1985, on July 10, 1986, on December 16, 1987 and on April 9, 1992 were all adopted by the affirmative vote of not less than three Directors. The Resolution as adopted on April 29, 1980 and supplemented on December 9, 1980, on November 13, 1984, on November 20, 1985, on July 10, 1986, on December 16, 1987 and on April 9, 1992 has not been otherwise amended, altered or repealed and remains in full force and effect.

Signed this 9th day of April, 1992.

/s/ Lawrence Block  
Secretary,  
Chicago School Finance Authority

*Exhibit "B".*

*Chicago School Finance Authority*

*Refunding Series (1993A) Resolution,*

*Authorizing The Issuance Of Up To*

*\$290,000,000*

*Chicago School Finance Authority*

*General Obligation School Assistance Bonds,*

*Refunding Series (1993A).*

*Adopted March 10, 1993.*

*Article I.*

*Authority And Definitions.*

101. 1993A Refunding Series Resolution And Bond Resolution.

This Series Resolution (the "1993A Refunding Series Resolution") is adopted in accordance with the provisions of the School Assistance Bond

Resolution of the Authority, adopted April 29, 1980, as supplemented by the Authority on December 9, 1980, November 13, 1984, November 20, 1985, July 10, 1986, December 16, 1987 and April 9, 1992 (the "Bond Resolution"), and pursuant to the authority contained in the Act, as amended to the date of this 1993A Refunding Series Resolution.

#### 102. Definitions.

(a) All terms which are defined in Article I of the Bond Resolution shall have the same meanings, respectively, in this 1993A Refunding Series Resolution as such terms are given in Article I of the Bond Resolution.

(b) In this 1993A Refunding Series Resolution, the following terms shall have the following meanings:

(1) "Refunded Bonds" means that portion of the Authority's General Obligation School Assistance Bonds Refunding Series (1986) (the "Series 1986 Refunded Bonds") and the Authority's General Obligation School Assistance Bonds Refunding Series (1986B) (the "Series 1986B Refunded Bonds") as is determined by the 1993A Supplemental Resolution to be refunded pursuant to this 1993A Refunding Series Resolution.

(2) "1993A Refunding Series Bonds" means the General Obligation School Assistance Bonds authorized by Article II of this 1993A Refunding Series Resolution.

(3) "1993A Refunding Series Resolution" means this Resolution.

(4) "1993A Refunding Series Tax Levy Ordinance" means the ordinance which is to be adopted pursuant to Section 503 of this 1993A Refunding Series Resolution.

(5) "1993A Supplemental Resolution" means the resolution which is to be adopted awarding the sale of the 1993A Refunding Series Bonds and supplementing this 1993A Refunding Series Resolution, as provided in Section 209 of this 1993A Refunding Series Resolution.

#### 103. Findings.

It is found and declared as follows:

(a) The Board of Directors of the Authority, by the Bond Resolution, has created and established an issue of General Obligation School Assistance Bonds of the Authority.

(b) The Bond Resolution authorizes the issuance of General Obligation School Assistance Bonds in one or more Series pursuant to Series Resolutions authorizing Series of Bonds. The Bond Resolution authorizes the Authority to issue Bonds to refund outstanding Series of Bonds or portions of such Series and to pay interest on Bonds.

(c) The Authority has various amounts on hand in the Redemption Account of the Debt Service Fund which, pursuant to Section 601(10) of the Bond Resolution, are available to be applied to a transfer to the Defeasance Fund to be used to provide for the defeasance of Bonds as provided in the Bond Resolution.

(d) The Refunded Bonds constitute a part of a Series of Bonds originally issued for the purpose of refunding certain outstanding Series of Bonds and to pay interest on those Bonds. The issuance of 1993A Refunding Series Bonds to refund the Refunded Bonds, as provided in this 1993A Refunding Series Resolution and the 1993A Supplemental Resolution, will provide substantial net present value debt service savings to the Authority by reason of interest rates now prevailing in the municipal bond market which are lower than those on the Refunded Bonds. It is in the best interests of the Authority for the Authority to issue at this time a Series of Bonds, to be designated "General Obligation School Assistance Bonds, Refunding Series (1993A)", to refund the Refunded Bonds. It is in the best interests of the Authority to apply proceeds of the 1993A Refunding Series Bonds, as provided in this 1993A Refunding Series Resolution and the 1993A Supplemental Resolution, together with various amounts on hand, to provide for the payment of principal of the Series 1986 Refunded Bonds maturing on and prior to June 1, 1995, as those amounts come due; for the payment of the principal of the Series 1986B Refunded Bonds maturing on and prior to June 1, 1996, as those amounts came due; for the payment of the Redemption Price on June 1, 1995, of the Series 1986 Refunded Bonds maturing after June 1, 1995; for the payment of the Redemption Price on June 1, 1996, of the Series 1986B Refunded Bonds maturing after June 1, 1996; for the payment of interest on the Refunded Bonds, as such amounts come due, after December 1, 1992; and for other purposes as provided in this 1993A Refunding Series Resolution and the 1993A Supplemental Resolution.

(e) It is necessary and in the best interests of the Authority and the public for the Authority to borrow the sum of not to exceed \$290,000,000 and in evidence of its obligation to repay that borrowing to issue the 1993A Refunding Series Bonds, as provided in this 1993A Refunding Series Resolution and the 1993A Supplemental Resolution, and for the Authority to use the amounts received from the sale of the 1993A Refunding Series Bonds, as provided in this 1993A Refunding Series Resolution and the 1993A Supplemental Resolution.

(f) The Authority has been advised by its financial advisor that the purchase of municipal bond insurance on the 1993A Refunding Series Bonds is likely to result in a reduction in the present value of debt service on the 1993A Refunding Series Bonds, even with the premium on the bond insurance being treated as interest. It is in the best interests of the Authority and the public for the Authority to investigate and consider the purchase of such a policy of bond insurance and to purchase such a policy of bond insurance, if it is available and at an acceptable premium; such policy to be provided by a bond insurance company or association designated in the 1993A Supplemental Resolution.

(g) It is necessary and in the best interests of the Authority and the public for the Authority to demand and direct the City Council of the City to provide by ordinance for the levy and collection of direct annual taxes sufficient to pay principal of and interest on the 1993A Refunding Series Bonds all as provided in the Act, the Bond Resolution, this 1993A Refunding Series Resolution and the 1993A Supplemental Resolution, and for the Authority to determine an amount for loss and cost of collection of taxes and anticipated deferred collections of taxes, as extended on the collector's books, all as provided in the Act, the Bond Resolution, this 1993A Refunding Series Resolution and the 1993A Supplemental Resolution.

(h) The interest cost to the Authority of the proceeds of the 1993A Refunding Series Bonds (taking into account the discount on their purchase price and the interest rates to be specified in the 1993A Supplemental Resolution and treating any municipal bond insurance premium as interest on the 1993A Refunding Series Bonds) computed to stated maturity according to standard tables of bond values shall not exceed the greater of 9% per year or 125% of the 20 G.O. Bond Index of average municipal bond yields published by *The Bond Buyer* most recently before the adoption of the 1993A Supplemental Resolution.

## *Article II.*

### *Authorization Of 1993A Refunding Series Bonds.*

#### 201. Principal Amount, Designation And Series.

Pursuant to the provisions of the Bond Resolution, a Series of Bonds is authorized in the aggregate principal amount of \$290,000,000. Those Bonds shall be designated as "General Obligation School Assistance Bonds, Refunding Series (1993A)".



## 202. Purposes.

The purposes for which the 1993A Refunding Series Bonds are being issued and various amounts on hand are to be used are (i) to provide for the refunding of the Refunded Bonds by paying principal of the Series 1986 Refunded Bonds maturing on and prior to June 1, 1995, as those amounts come due; by paying principal of the Series 1986B Refunded Bonds maturing on and prior to June 1, 1996, as those amounts come due; by paying the Redemption Price on June 1, 1995 of the Series 1986 Refunded Bonds maturing after June 1, 1995; by paying the Redemption Price on June 1, 1996 of the Series 1986B Refunded Bonds maturing after June 1, 1996; and by paying interest on the Refunded Bonds, as such amounts come due, after December 1, 1992; and (ii) to establish and pay into a Cost of Issuance Account with respect to the 1993A Refunding Series Bonds an amount to pay Costs of Issuance of the 1993A Refunding Series Bonds, including, but not limited to, the payment of premium for bond insurance on the 1993A Refunding Series Bonds, if any.

## 203. Date, Form, Principal Amounts And Interest Rates.

The 1993A Refunding Series Bonds issued prior to June 1, 1993, shall be dated April 1, 1993. The 1993A Refunding Series Bonds shall be issued solely in fully registered form, shall not be registrable to bearer, and shall not be subject to exchange for 1993A Refunding Series Bonds in coupon form. The 1993A Refunding Series Bonds shall be payable on June 1 in the years and the amounts as provided in the 1993A Supplemental Resolution. The 1993A Refunding Series Bonds shall bear interest at a rate or rates specified in the 1993A Supplemental Resolution, which rate or rates shall not exceed the greater of 9% per year or 125% of the 20 G.O. Bond Index of average municipal bond yields published by *The Bond Buyer* most recently before the adoption of the 1993A Supplemental Resolution.

## 204. Sinking Fund Installments.

The amounts and due dates of Sinking Fund Installments for the 1993A Refunding Series Bonds which are Term Bonds shall be as set forth in the 1993A Supplemental Resolution.

The total principal amount of any 1993A Refunding Series Bonds of any maturity which shall have been redeemed by the Authority pursuant to optional redemption provisions or which shall have been purchased by the Trustee pursuant to paragraph (10) of Section 601 of the Bond Resolution shall be a credit against and reduction of any Sinking Fund Installments for the 1993A Refunding Series Bonds of that maturity as determined by the Authority.

**205. Interest Payments.**

The 1993A Refunding Series Bonds shall bear interest from their dates until paid, payable semiannually on June 1 and December 1 of each year, with the first interest payment date being December 1, 1993. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

**206. Denominations, Numbers And Letters.**

The 1993A Refunding Series Bonds will be issued in denominations of \$5,000 or integral multiples of that amount not exceeding the aggregate principal amount of 1993A Refunding Series Bonds maturing in the year of maturity from which the denomination is to be specified for 1993A Refunding Series Bonds in fully registered form. The 1993A Refunding Series Bonds shall be numbered from one (1) upwards, but need not be issued in numerical order.

**207. Places Of Payment.**

The principal and Redemption Price of all 1993A Refunding Series Bonds shall be payable at the corporate trust office of The First National Bank of Chicago, in the City of Chicago, Illinois, as Trustee. The Trustee shall be considered the paying agent for the 1993A Refunding Series Bonds. Interest on the 1993A Refunding Series Bonds shall be payable by check mailed by the Trustee to the Holders of those Bonds at their addresses as shown on the registration books of the Authority maintained at the corporate trust office of the Trustee. The interest payable on 1993A Refunding Series Bonds on each interest payment date will be paid to the persons in whose names they are registered at the close of business on the applicable record date (the May 15 or November 15, as the case may be, next preceding the interest payment date).

**208. Redemption Prices, Notice And Terms.**

(a) The 1993A Refunding Series Bonds maturing on or after June 1, 2004 shall be subject to redemption at the option of the Authority, in whole or in part, on any date on or after June 1, 2003, and, if in part, of such maturity or maturities as selected by the Authority and within a maturity by lot, at the respective Redemption Prices (expressed as percentages of the principal amount of the 1993A Refunding Series Bonds or portions of 1993A Refunding Series Bonds to be redeemed) set forth below, plus in each case accrued interest to the date of redemption:

Redemption Dates	Redemption Prices
On June 1, 2003, through May 31, 2004 .....	102%
On June 1, 2004, through May 31, 2005 .....	101½
On June 1, 2005, through May 31, 2006 .....	101
On June 1, 2006, through May 31, 2007 .....	100½
On June 1, 2007, and after that date .....	100

(b) The 1993A Refunding Series Bonds which are designated by the 1993A Supplemental Resolution as Term Bonds shall be subject to mandatory redemption, pursuant to Sinking Fund Installments, by lot on June 1 in the years and in the amounts as set forth in the 1993A Supplemental Resolution at a price equal to their principal amount plus accrued interest to the date of redemption without premium.

(c) Notice of optional or mandatory redemption shall be given as provided in the form of 1993A Refunding Series Bonds and need not be given by publication.

#### 209. Sale Of 1993A Refunding Series Bonds.

As provided in the form of Notice of Sale described below, the 1993A Refunding Series Bonds shall be sold in one or more blocks in the amounts as specified in the 1993A Supplemental Resolution.

(a) The Authority shall advertise for proposals to purchase the 1993A Refunding Series Bonds in such amount or amounts, up to the principal amount of 1993A Refunding Series Bonds authorized by this 1993A Refunding Series Resolution, as shall be determined by the Chairman or other Authorized Officer. Those advertisements shall appear in a daily newspaper published in the City, and in a daily newspaper published in the City of Springfield, Illinois. Each of those advertisements shall be published not less than ten days prior to the date for the opening of the bids for the 1993A Refunding Series Bonds. That date shall be established by the Chairman or other Authorized Officer. The Chairman or other Authorized Officer may at any time postpone the date for opening of bids and may provide for readvertisement as shall be necessary. In addition, the Authority shall cause there to be distributed to prospective purchasers of the 1993A Refunding Series Bonds a Preliminary Official Statement and a Notice of Sale and Official Bid Form, each pertaining to the 1993A

Refunding Series Bonds and substantially in the form attached to this 1993A Refunding Series Resolution as (Sub)Exhibits A and B, respectively, with such changes therein, including without limitation the specification of all amounts or sums therein, as shall be approved by the Chairman or other Authorized Officer.

(b) Upon the receipt of bids for the 1993A Refunding Series Bonds, the Authority may accept a bid, may determine to readvertise for bids on a postponed date or may determine not to award the sale of any 1993A Refunding Series Bonds. If the Authority determines to accept a bid for some or all of the 1993A Refunding Series Bonds, it shall adopt a 1993A Supplemental Resolution awarding the sale of the 1993A Refunding Series Bonds in the principal amount to be issued and providing the various details with respect to them as provided in this 1993A Refunding Series Resolution. In addition, the 1993A Supplemental Resolution shall provide which block or blocks of 1993A Refunding Series Bonds shall be sold and delivered and shall provide the principal amounts and maturities of the Refunded Bonds. The Authority shall not sell any 1993A Refunding Series Bonds unless it shall, pursuant to the 1993A Supplemental Resolution, determine that the issuance of and application of the proceeds of the 1993A Refunding Series Bonds and various amounts on hand and refunding of the Refunded Bonds, all as contemplated by this 1993A Refunding Series Resolution and the 1993A Supplemental Resolution, shall result in net present value debt service savings to the Authority. If the Authority shall determine not to readvertise for bids and shall instead determine not to award the sale of any 1993A Refunding Series Bonds, such determination shall be set forth in a resolution of the Authority abating all taxes levied by the 1993A Refunding Series Tax Levy Ordinance.

### *Article III.*

#### *Disposition Of 1993A Refunding Series Bond Proceeds; Transfers From Debt Service Fund To Defeasance Fund.*

##### **301. 1993A Defeasance Fund Escrow Account; Transfer.**

(a) There is established a separate segregated trustee escrow account in the Defeasance Fund (the "1993A Defeasance Fund Escrow Account") with the Trustee, to provide for the defeasance of the Refunded Bonds. The Authority shall enter an agreement (the "1993A Defeasance Fund Escrow Agreement") with the Trustee in substantially the form of (Sub)Exhibit C to this 1993A Refunding Series Resolution, with such changes in that agreement, including without limitation, the specification of all amounts or sums in it as shall be approved by the Chairman or other Authorized Officer.

The Chairman, Treasurer or other Authorized Officer of the Authority is authorized and directed to execute the 1993A Defeasance Fund Escrow Agreement on behalf of and in the name of the Authority.

(b) There shall be transferred from the Redemption Account of the Debt Service Fund to the 1993A Defeasance Fund Escrow Account (which is a separate segregated trustee escrow account in the Defeasance Fund) an amount designated in the 1993A Supplemental Resolution to provide, together with a portion of the proceeds of the 1993A Refunding Series Bonds, for the defeasance of the Refunded Bonds as provided in paragraph (c) of this Section.

(c) There shall be deposited into the 1993A Defeasance Fund Escrow Account from the proceeds of the 1993A Refunding Series Bonds all amounts received upon the sale of the 1993A Refunding Series Bonds not deposited in the 1993A Refunding Series Cost of Issuance Account or the Debt Service Fund as provided in this Article III, which, together with amounts transferred to the 1993A Defeasance Fund Escrow Account pursuant to paragraph (b) of this Section, will be sufficient to purchase Investment Obligations, as provided in paragraph (d) of this Section, and to provide for an initial cash balance, such that the principal and interest payable on those Investment Obligations when due, together with the initial cash balance on hand in the 1993A Defeasance Fund Escrow Account will be sufficient, without any consideration of reinvestment, to pay principal of the Series 1986 Refunded Bonds maturing on and prior to June 1, 1995, as those amounts come due; to pay principal of the Series 1986B Refunded Bonds maturing on and prior to June 1, 1996, as those amounts come due; to pay the Redemption Price on June 1, 1995, of the Series 1986 Refunded Bonds maturing after June 1, 1995; to pay the Redemption Price on June 1, 1996, of the Series 1986B Refunded Bonds maturing after June 1, 1996; and to pay interest on the Refunded Bonds, as such amounts come due, after December 1, 1992. The amounts so deposited shall be irrevocably set aside and held in trust in the 1993A Defeasance Fund Escrow Account to be used solely for those purposes, subject to the release of any excess funds to the Trustee pursuant to the 1993A Defeasance Fund Escrow Agreement and the Bond Resolution. Any such released amounts shall be deposited in the Debt Service Fund to the credit of the Principal and Interest Account.

(d) Except for the initial cash balance, the amounts deposited in the 1993A Defeasance Fund Escrow Account shall be used to purchase non-callable direct obligations of the United States of America. Those Investment Obligations shall be limited in yield as shall be required so that neither the Refunded Bonds nor the 1993A Refunding Series Bonds shall be "arbitrage bonds" within the meaning of Section 148 of the Code and so that the 1993A Refunding Series Bonds shall comply with Section 149 of the Code. The Treasurer or other Authorized Officer of the Authority is authorized and directed to instruct the Trustee as to the proper Investment Obligations so to be acquired consistent with this paragraph, which

Investment Obligations shall be set forth as a Schedule to the 1993A Defeasance Fund Escrow Agreement.

(e) The Series 1986 Refunded Bonds maturing after June 1, 1995, are to be redeemed on June 1, 1995. The Series 1986B Refunded Bonds maturing after June 1, 1996, are to be redeemed on June 1, 1996. The Trustee is irrevocably instructed to cause notices of such redemption of the Refunded Bonds to be published or given to the holders of such Refunded Bonds, as provided in the Bond Resolution, and to redeem such Refunded Bonds as provided in paragraph (c) of this Section. The Trustee is also irrevocably instructed to cause notice to be given, as provided in the Bond Resolution, of the provision for payment of all of the Refunded Bonds.

(f) An Authorized Officer of the Authority shall furnish to the Trustee a true and correct copy of the Verification Report of KPMG Peat Marwick, as required by Section 604(1)(iv) of the Bond Resolution.

### 302. Cost Of Issuance Account; Purchase Of Municipal Bond Insurance.

There is created and established a separate account to be deposited with and held by the Trustee, pursuant to Section 503 of the Bond Resolution, and designated the 1993A Refunding Series Cost of Issuance Account. Upon receipt of the proceeds of the sale of the 1993A Refunding Series Bonds, the Authority shall deposit in the 1993A Refunding Series Cost of Issuance Account the sum specified in the 1993A Supplemental Resolution. Costs of giving notice of redemption of the Refunded Bonds and fees of the Trustee may be paid from the 1993A Refunding Series Cost of Issuance Account. The Authority may purchase a policy of municipal bond insurance for the 1993A Refunding Series Bonds and, if such purchase is made, the bond insurance company or association shall be designated in the 1993A Supplemental Resolution, and the Chairman or other Authorized Officer of the Authority is authorized and directed on behalf of the Authority to obtain that insurance and to cause the premium for it to be paid from the 1993A Refunding Series Cost of Issuance Account to the bond insurance company or association, as specified in Section 103(f) of this 1993A Refunding Series Resolution.

### 303. Accrued Interest.

All accrued interest received upon the sale of the 1993A Refunding Series Bonds shall be deposited in the Debt Service Fund to the credit of the Principal and Interest Account and applied for paying interest on the Bonds on December 1, 1993, as provided in the Bond Resolution.

304. Payment Of Principal And Interest Through June 1, 1994; No Capitalized Interest Account.

Principal and interest payable on the 1993A Refunding Series Bonds through June 1, 1994, will be payable from amounts deposited as provided in Section 303 of this Resolution and from amounts which are or shall be on deposit in the Debt Service Fund which are available to make such payment. No Capitalized Interest Account for the 1993A Refunding Series Bonds is required and none is established.

305. Appropriations.

All amounts deposited in the Defeasance Fund, the 1993A Refunding Series Cost of Issuance Account and the Debt Service Fund as provided in this 1993A Refunding Series Resolution are appropriated for those purposes.

*Article IV.*

*Form And Execution Of 1993A Refunding Series Bonds.*

401. Form Of 1993A Refunding Series Bonds.

Subject to the provisions of the Bond Resolution, 1993A Refunding Series Bonds in fully registered form, and the Trustee's form of authentication, shall be in substantially the following form and tenor:

*United States Of America*

*State Of Illinois*

*Cook And DuPage Counties*

*Chicago School Finance Authority*

*General Obligation School Assistance Bond*

*Refunding Series (1993A).*

Number \_\_\_\_\_

\$ \_\_\_\_\_

Date Of Bond:

Date Of Maturity:

Interest Rate Per Year:

Know All Persons By These Presents, That the Chicago School Finance Authority, Cook and DuPage Counties, Illinois (the "Authority"), for value received, promises to pay to \_\_\_\_\_, or that person's registered assignee, the principal sum of \_\_\_\_\_ Dollars on the Date of Maturity, unless this Bond is redeemed prior to that date as provided in this Bond, together with interest on that sum from the Date of Bond specified above until it is paid or earlier redeemed, at the Interest Rate Per Year specified above, payable semiannually on June 1 and December 1 in each year, with the first interest payment date being December 1, 1993. No interest shall accrue on this Bond after its Date of Maturity unless this Bond shall have been presented for payment at maturity and shall have not then been paid.

Principal, redemption price, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The interest payable on this Bond on each interest payment date will be paid to the person in whose name it is registered at the close of business on the applicable record date (the May 15 or November 15, as the case may be, next preceding the interest payment date). Principal and redemption price are payable at the corporate trust office of The First National Bank of Chicago, in the City of Chicago, Illinois, as Trustee. Interest on this Bond shall be payable by check mailed by the Trustee to the registered owner of this Bond at his or her address as shown on the registration books of the Authority maintained by the Trustee (the "Bond Register").

This Bond is one of a duly authorized issue of bonds of the Authority designated "General Obligation School Assistance Bonds" (the "Bonds"), issued and to be issued in various series under and pursuant to the School Finance Authority Act of the State of Illinois, as amended (the "Act"), and under and pursuant to the School Assistance Bond Resolution of the Authority duly adopted April 29, 1980, as supplemented by the Authority on December 9, 1980, November 13, 1984, November 20, 1985, July 10, 1986, December 16, 1987 and April 9, 1992 (the "Bond Resolution"), series resolutions authorizing each such series, and ordinances of the City Council of the City of Chicago levying taxes to pay principal of and interest on the Bonds.



This Bond is one of a series of Bonds designated "General Obligation School Assistance Bonds, Refunding Series (1993A)" (the "1993A Refunding Series Bonds"), issued in the aggregate principal amount of \$ \_\_\_\_\_ under the Bond Resolution and a series resolution authorizing the issuance of such series (the "1993A Refunding Series Resolution") and a resolution supplementing the 1993A Refunding Series Resolution (the "1993A Supplemental Resolution"). As provided in the Bond Resolution, the Bonds may be issued from time to time pursuant to series resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and, subject to the provisions of the Bond Resolution, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the Bond Resolution is not limited except as provided in the Bond Resolution and the Act, as amended from time to time, and all Bonds issued and to be issued under the Bond Resolution are and will be equally and ratably secured by the covenants, liens and security interests made or provided for in the Bond Resolution (except as to any Capitalized Interest Accounts which are established for the purpose of paying interest on particular Series of Bonds).

The 1993A Refunding Series Bonds are general obligations of the Authority. To the payment when due of the interest on the 1993A Refunding Series Bonds and of the principal of the 1993A Refunding Series Bonds, at stated maturity or on sinking fund installment dates, the full faith and credit of the Authority are irrevocably pledged. The 1993A Refunding Series Bonds are not obligations of the City of Chicago (the "City"), the Board of Education of the City (the "Board"), the State of Illinois (the "State") or any other political subdivision of the State (other than the Authority) or any charge upon the general credit or against the taxing power of the City, the Board, the State or any other political subdivision of the State (other than the Authority).

The 1993A Refunding Series Bonds are issued for the purpose of refunding certain outstanding Bonds as provided by the Act, the Bond Resolution, the 1993A Refunding Series Resolution and the 1993A Supplemental Resolution. The 1993A Refunding Series Bonds have been issued by the Authority upon full payment for the 1993A Refunding Series Bonds as provided in the 1993A Refunding Series Resolution and the 1993A Supplemental Resolution.

The City Council of the City has by duly adopted ordinances levied direct annual taxes upon all taxable property in the City sufficient to pay the interest, not to be paid from capitalized interest accounts, on the outstanding Bonds issued under the Bond Resolution, including the 1993A Refunding Series Bonds, as it falls due and to pay the principal of the outstanding Bonds, including the 1993A Refunding Series Bonds, at maturity or on sinking fund installment dates. The 1993A Refunding Series Bonds, together with the outstanding Bonds issued under the Bond Resolution, are payable solely from taxes levied or to be levied to pay the principal of and interest on such Bonds and from funds and revenues as provided in the Bond

Resolution and the series resolutions. Nothing in this Bond or in the Bond Resolution, the 1993A Refunding Series Resolution or the 1993A Supplemental Resolution prohibits the use for such payment of any funds which lawfully may be used for that purpose.

The issuance by the Authority of the 1993A Refunding Series Bonds will not cause the Authority to exceed or violate any applicable limitation or condition regarding the issuance of obligations of the Authority imposed by the Constitution or laws of the State.

The 1993A Refunding Series Bonds maturing on or after June 1, 2004, are subject to redemption at the option of the Authority, in whole or in part, on any date on or after June 1, 2003, of such maturity or maturities as selected by the Authority and within a maturity by lot, at the respective Redemption Prices (expressed as percentages of the principal amount of the 1993A Refunding Series Bonds or portions of 1993A Refunding Series Bonds to be redeemed) set forth below, plus in each case interest accrued to the date of redemption:

Redemption Dates	Redemption Prices
June 1, 2002, through May 31, 2004 .....	102%
June 1, 2004, through May 31, 2005 .....	101½
June 1, 2005, through May 31, 2006 .....	101
June 1, 2006, through May 31, 2007 .....	100½
June 1, 2007, and after that date .....	100

1993A Refunding Series Bonds maturing on June 1, \_\_\_\_, are subject to mandatory redemption in part on June 1, in the years and in the amounts of the sinking fund installments for each of such years as set forth in the 1993A Refunding Series Resolution and the 1993A Supplemental Resolution at their principal amount plus accrued interest, without premium.

Notice of redemption of any of the 1993A Refunding Series Bonds shall be given by mailing a copy of the notice, postage prepaid, to the registered owners of the 1993A Refunding Series Bonds which are to be redeemed at their last addresses appearing on the Bond Register. The notice shall be mailed not less than thirty nor more than sixty days prior to the date fixed for redemption. The failure of any person to receive the notice shall not affect the validity of the redemption. Any failure to give notice of redemption or any defect in any notice of redemption with respect to any

particular 1993A Refunding Series Bond shall not affect the validity of redemption of any other 1993A Refunding Series Bond. When any of the 1993A Refunding Series Bonds, including this Bond, shall have been called for redemption, and payment made or provided for, interest on it shall cease to accrue from and after the date so specified.

It is certified and recited that all acts, conditions and things required to be done, to happen, or to be performed precedent to and in the issuance of this Bond, have been done, have happened and have been performed in regular and due form of law. The Authority covenants with the registered owner of this Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, the 1993A Refunding Series Resolution and the 1993A Supplemental Resolution.

This Bond is transferable by the registered owner of this Bond in person or by such owner's attorney duly authorized in writing at the principal office of The First National Bank of Chicago, in Chicago, Illinois, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution, and upon surrender and cancellation of this Bond.

The Authority and the Trustee may deem and treat the registered owner as the absolute owner of this Bond (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal of this Bond and the redemption price, if any, and interest due on this Bond and for all other purposes and neither the Authority nor the Trustee shall be affected by any notice to the contrary.

The 1993A Refunding Series Bonds are issuable only in fully registered form without coupons in denominations of \$5,000 or integral multiples of that sum. The 1993A Refunding Series Bonds are not registrable to bearer. Subject to the limitations and upon payment of the charges provided in the Bond Resolution, 1993A Refunding Series Bonds in fully registered form may be exchanged for a like aggregate principal amount of 1993A Refunding Series Bonds in fully registered form of other authorized denominations.

This Bond shall not be valid for any purpose until the certificate of authentication on this Bond shall have been executed by the Trustee.

Accordingly, The Authority has caused this Bond to be executed by the facsimile signatures of its Chairman and Secretary, its corporate seal to be affixed to this Bond (or a facsimile of the seal printed on this Bond), this Bond being dated the Date of Bond specified above.

(Facsimile Signature)  
Chairman,  
Chicago School Finance Authority

Attest:

(Facsimile Signature)

Secretary,  
Chicago School Finance Authority

This Bond is one of the 1993A Refunding Series Bonds described in the Bond Resolution, the 1993A Refunding Series Resolution and the 1993A Supplemental Resolution to which reference is made in this Bond.

The First National Bank of Chicago,  
as Trustee

Authorized Officer

#### 402. Execution Of 1993A Refunding Series Bonds.

The 1993A Refunding Series Bonds shall be executed by the facsimile signatures of the Chairman and the Secretary of the Authority and shall have the corporate seal of the Authority affixed (or a facsimile of that seal printed on them). The Chairman and Secretary of the Authority are authorized and directed to file or to retain on file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of their facsimile signatures to execute the 1993A Refunding Series Bonds is authorized upon such filing. Each 1993A Refunding Series Bond so executed by the facsimile signatures of the Chairman and Secretary shall be as effective as if executed by the hand of such officer.

No 1993A Refunding Series Bonds shall be valid for any purpose unless and until a certificate of authentication of the 1993A Refunding Series Bonds substantially in the form set forth in the form of 1993A Refunding Series Bonds set forth in Section 401 of this 1993A Refunding Series Resolution shall have been duly executed by the Trustee with respect to that 1993A Refunding Series Bond. That certificate upon any such 1993A Refunding Series Bond shall be conclusive evidence that such 1993A Refunding Series Bond has been authenticated and delivered under the Act, the Bond Resolution and this 1993A Refunding Series Resolution. The

Trustee's certificate of authentication on any 1993A Refunding Series Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication of all of the 1993A Refunding Series Bonds. The Trustee is authorized and directed to cause 1993A Refunding Series Bonds executed by the Authority to be authenticated in accordance with the provisions of the Bond Resolution and this 1993A Refunding Series Resolution.

#### 403. Global Book-Entry System.

The 1993A Refunding Series Bonds shall be initially issued in the form of a separate single fully registered 1993A Refunding Series Bond for each of the maturities of the 1993A Refunding Series Bonds as provided in the 1993A Supplemental Resolution. Upon initial issuance, the ownership of each such 1993A Refunding Series Bond shall be registered upon the books of the Authority at the corporate trust office of the Trustee in the name of Kray & Co., or any successor to it ("Kray"), as nominee of Midwest Securities Trust Company, Chicago, Illinois, and its successors and assigns ("M.S.T.C."). All of the Outstanding 1993A Refunding Series Bonds shall be registered upon the books of the Authority at the corporate trust office of the Trustee in the name of Kray, as nominee of M.S.T.C., except as provided below. The Chairman or other Authorized Officer is authorized to execute and deliver on behalf of the Authority such letters to or agreements with M.S.T.C. and the Trustee as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "Representation Letter").

With respect to Series 1993A Refunding Series Bonds registered upon the books of the Authority at the corporate trust office of the Trustee in the name of Kray, as nominee of M.S.T.C., the Authority and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which M.S.T.C. holds 1993A Refunding Series Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "M.S.T.C. Participant") or to any person on behalf of whom such a M.S.T.C. Participant holds an interest in the 1993A Refunding Series Bonds. Without limiting the immediately preceding sentence, the Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of M.S.T.C., Kray or any M.S.T.C. Participant with respect to any ownership interest in the 1993A Refunding Series Bonds, (ii) the delivery to any M.S.T.C. Participant or any other person, other than a registered owner of a 1993A Refunding Series Bond as shown upon the books of the Authority at the corporate trust office of the Trustee, of any notice with respect to the 1993A Refunding Series Bonds, including any notice of redemption, or (iii) the payment to any M.S.T.C. Participant or any other person, other than a registered owner of a 1993A Refunding Series Bond as shown upon the books of the Authority at the corporate trust office of the Trustee, of any amount

with respect to principal of, Redemption Price or interest on the 1993A Refunding Series Bonds. The Authority and the Trustee may treat and consider the person in whose name each 1993A Refunding Series Bond is registered upon the books of the Authority at the corporate trust office of the Trustee, as the holder and absolute owner of such 1993A Refunding Series Bond for the purpose of payment of principal, Redemption Price and interest with respect to such 1993A Refunding Series Bond, for the purpose of giving notices of redemption and other matters with respect to such 1993A Refunding Series Bond, for the purpose of registering transfers with respect to such 1993A Refunding Series Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, Redemption Price and interest on the 1993A Refunding Series Bonds only to or upon the order of the respective registered owners of the 1993A Refunding Series Bonds, as shown upon the books of the Authority at the corporate trust office of the Trustee, or their respective agents duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of, Redemption Price and interest on the 1993A Refunding Series Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a 1993A Refunding Series Bond as shown upon the books of the Authority at the corporate trust office of the Trustee, shall receive a 1993A Refunding Series Bond certificate evidencing the obligation of the Authority to make payment of principal, Redemption Price and interest with respect to any 1993A Refunding Series Bond. Upon delivery by M.S.T.C. to the Trustee of written notice to the effect that M.S.T.C. has determined to substitute a new nominee in place of Kray, and subject to the provisions of this 1993A Refunding Series Resolution with respect to the payment of interest by the mailing of checks to the registered owners of the 1993A Refunding Series Bonds at the close of business on the applicable record date (the May 15 or November 15, as the case may be, next preceding the interest payment date), the name "Kray" in this 1993A Refunding Series Resolution shall refer to such new nominee of M.S.T.C..

In the event that (i) the Authority in its sole discretion determines that M.S.T.C. is incapable of discharging its responsibilities described in this 1993A Refunding Series Resolution and in the Representation Letter, (ii) the agreement among the Authority, the Trustee and M.S.T.C. evidenced in its sole discretion by the Representation Letter shall be terminated for any reason or (iii) the Authority determines that it is in the best interests of the beneficial owners of the 1993A Refunding Series Bonds that they may be able to obtain certificated 1993A Refunding Series Bonds, the Authority shall notify M.S.T.C. and M.S.T.C. Participants of the availability through M.S.T.C. of certificated 1993A Refunding Series Bonds and the 1993A Refunding Series Bonds shall no longer be restricted to being registered upon the books of the Authority at the corporate trust office of the Trustee in the name of Kray, as nominee of M.S.T.C.. At that time, the Authority or the Trustee may determine that the 1993A Refunding Series Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Authority or the

Trustee, or such depository's agent or designee, and if the Authority or the Trustee does not select such an alternate universal book-entry system, then the 1993A Refunding Series Bonds may be registered in whatever name or names registered owners of 1993A Refunding Series Bonds transferring or exchanging such 1993A Refunding Series Bonds shall designate, in accordance with the provisions of Section 304 of the Bond Resolution.

Notwithstanding any other provision of this 1993A Refunding Series Resolution or the Bond Resolution to the contrary, so long as any 1993A Refunding Series Bond is registered in the name of Kray, as nominee of M.S.T.C., all payments with respect to principal of, Redemption Price and interest on such 1993A Refunding Series Bond and all notices with respect to such 1993A Refunding Series Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

*Article V.*

*Tax Levy With Respect To 1993A Refunding Series Bonds.*

501. Levy For Principal And Interest.

(a) For the purpose of providing for the payment of the principal of and interest on the Bonds, there shall be collected a direct annual tax upon all taxable property located within the City, being the school district named the Board of Education of the City of Chicago, sufficient to pay principal of the 1993A Refunding Series Bonds at maturity or on Sinking Fund Installment dates and to pay the interest, as it falls due, on the 1993A Refunding Series Bonds (other than to pay debt service due on and prior to June 1, 1994, for which amounts on hand (including accrued interest on the 1993A Refunding Series Bonds) or to be collected from taxes levied for levy years prior to 1993 with respect to outstanding Bonds are expected to be sufficient), and, in particular, but not in limitation of the foregoing, a tax sufficient to produce the following sums for the following years:

Levy Year	Amount
1993	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 1994, and June 1, 1995) .....
	\$19,133,284.00

Levy Year		Amount
1994	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 1995, and June 1, 1996) .....	\$28,528,284.00
1995	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 1996, and June 1, 1997) .....	\$33,336,239.00
1996	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 1997, and June 1, 1998) .....	\$33,370,599.00
1997	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 1998, and June 1, 1999) .....	\$33,429,829.00
1998	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 1999, and June 1, 2000) .....	\$33,534,806.00
1999	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 2000, and June 1, 2001) .....	\$33,569,481.00
2000	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 2001, and June 1, 2002) .....	\$33,645,251.00
2001	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 2002, and June 1, 2003) .....	\$33,727,136.00
2002	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 2003, and June 1, 2004) .....	\$33,819,386.00



Levy Year		Amount
2003	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 2004, and June 1, 2005) .....	\$33,818,669.00
2004	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 2005, and June 1, 2006) .....	\$33,831,003.00
2005	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 2006, and June 1, 2007) .....	\$13,132,013.00
2006	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 2007, and June 1, 2008) .....	\$13,194,425.00
2007	(an amount sufficient to pay Debt Service Requirements on the 1993A Refunding Series Bonds on December 1, 2008, and June 1, 2009) .....	\$13,264,025.00

(b) The 1993A Refunding Series Bonds shall be sold and delivered with principal and interest due in the various periods as described in this Section and not in excess of the various amounts set forth above for each of such periods. The 1993A Supplemental Resolution shall specify (i) the exact amounts which the tax levies shall be required to produce for each of the various periods, which amounts shall not be greater in any period than the amounts provided above, and (ii) provide for the abatement of taxes which are in excess of such exact amounts; provided that if the Authority shall, as prescribed in Section 209 of this Resolution, determine not to sell any 1993A Refunding Series Bonds, the 1993A Supplemental Resolution shall provide for the abatement of all the taxes provided to be levied by Section 501(a) of this 1993A Refunding Series Resolution.

#### 502. Additional Levy.

The taxes to be collected as provided in this Article V for the purpose of paying the principal of and interest on the Bonds, and for the purpose of providing money to be deposited in the Reserve Fund pursuant to the Act and the Bond Resolution, shall include the additional sums provided in this

Section, in accordance with paragraph (3) of Section 906 of the Bond Resolution. These sums shall be in addition to the sums specifically set forth in Section 501(a) of this 1993A Refunding Series Resolution and not abated by the 1993A Supplemental Resolution. The additional amounts provided in this Section shall be levied for each levy year, beginning with the tax levy for levy year 1994, and shall be collected in each calendar year, beginning with calendar year 1995, while any of the 1993A Refunding Series Bonds are outstanding and unpaid, either as to principal or interest. The additional amount to be levied for each levy year shall be the sum sufficient to produce the amount, if any, by which:

(a) the cumulative total of Debt Service Requirements on the 1993A Refunding Series Bonds, after June 1, 1994, and through December 1 of such levy year, shall have exceeded;

(b) the cumulative total of the collections, up to and through December 1 of such levy year, of all taxes levied as provided by the 1993A Refunding Series Tax Levy Ordinance, and not abated by the 1993A Supplemental Resolution, with respect to the 1993A Refunding Series Bonds (including taxes levied pursuant to this Section, and treating as tax collections the total amount of all such taxes levied pursuant to this 1993A Refunding Series Resolution which shall have been abated pursuant to Section 601 of the Bond Resolution with respect to extensions for all years through that December 1). For purposes of this subsection (b) (and the corresponding subsections (b) in the prior Series Resolutions for the Series of Bonds of which the Refunded Bonds are parts), collections, after December 1, 1992, of taxes levied for levy years prior to 1993 with respect to those prior Series shall be treated as collections of taxes levied with respect to the 1993A Refunding Series Bonds and those prior Series of Bonds in proportion to the total debt service in the year of collection on the then Outstanding Bonds of the 1993A Refunding Series Bonds and the various respective Series of Bonds of which the Refunded Bonds are a part.

No later than December 31 of each year, beginning in 1993, the Trustee shall file in the offices of the county clerks of each county in which any taxable property in the City is located, a statement, certified by a corporate trust officer of the Trustee, of the amount of the taxes which are to be included in the levy in that year as provided in this Section. The failure of the Trustee to file the certificate referred to in the preceding sentence shall not affect the validity of the levy of taxes as provided in this Section and, whether or not the Trustee shall file the statements, the county clerks and collectors of each county in which any taxable property in the City is located are directed to cause to be extended and collected all the amounts provided to be collected in each year pursuant to this Section. Taxes which have been levied pursuant to the Series Resolutions and Tax Levy Ordinances for debt service on the Refunded Bonds for levy years prior to 1993 shall continue to be extended, collected and paid to the Trustee and deposited in the Debt Service Fund.

**503. Direction And Demand To City Council.**

Pursuant to the Act, demand is made upon the City Council of the City and the City Council is directed to provide by ordinance for the levy and collection of a direct annual tax upon all taxable property within the City, being the school district named the Board of Education of the City of Chicago, without limitation as to rate or amount, sufficient to pay and discharge principal of the 1993A Refunding Series Bonds at maturity or on Sinking Fund Installment dates and to pay interest on the 1993A Refunding Series Bonds as it falls due, and in particular, but not in limitation of the foregoing, sufficient to produce the amounts set out and described in Sections 501(a) and 502 of this Article.

**504. Filing Of Tax Levy Ordinance; Extension Of Taxes.**

After the adoption of this 1993A Refunding Series Resolution, the Secretary of the Authority is authorized and directed to file a copy of it, duly certified by or on behalf of the Secretary, with the City Clerk of the City. After the adoption and effectiveness of the 1993A Refunding Series Tax Levy Ordinance of the City Council levying the taxes described in this Article, the City Clerk of the City is directed to file copies of that 1993A Refunding Series Tax Levy Ordinance, duly certified by or on behalf of that officer, in the office of the County Clerk of each county in which any taxable property in the City is located and in the offices of the County Collectors for those counties. After adoption of the 1993A Supplemental Resolution, the Secretary of the Authority is authorized and directed to file a copy of it duly certified by or on behalf of the Secretary, in the office of the County Clerk of each county in which any taxable property of the City is located and in the offices of the County Collectors for those counties and with the City Clerk of the City. Upon the filing of such copies of the 1993A Refunding Series Tax Levy Ordinance and the 1993A Supplemental Resolution with those County Clerks, it shall be the duty of those County Clerks to extend the taxes so levied for the payment of the 1993A Refunding Series Bonds, all as provided in the Act, the 1993A Refunding Series Tax Levy Ordinance, the Bond Resolution, this 1993A Refunding Series Resolution and the 1993A Supplemental Resolution. Except as specifically provided in the Bond Resolution, this 1993A Refunding Series Resolution, the 1993A Supplemental Resolution or the 1993A Refunding Series Tax Levy Ordinance, the taxes levied as provided in this 1993A Refunding Series Resolution shall be computed, extended and collected in the same manner as is now or may subsequently be provided for the computation, extension and collection of ad valorem taxes in the City generally. The taxes to be levied as provided by this 1993A Refunding Series Resolution shall be extended without limitation as to rate and shall be extended in amounts sufficient to produce the taxes as so levied, subject to abatement as provided in Section

501(b) of this 1993A Refunding Series Resolution. After the issuance of the 1993A Refunding Series Bonds and provision for payment having been made as provided in the Bond Resolution for the Refunded Bonds, the Authority shall take all needed steps to abate taxes levied pursuant to Section 501 of the Series Resolutions for the Refunded Bonds for levy years 1993 and subsequent, to the extent that provision has been made and those taxes are no longer needed to be extended and collected.

**505. Allowance For Loss And Cost Of Collection And Anticipated Deferred Collections.**

In extending the taxes provided by this 1993A Refunding Series Resolution, the 1993A Supplemental Resolution and the 1993A Refunding Series Tax Levy Ordinance to be levied, the County Clerks of each county in which any taxable property in the City is located shall include in each year an amount to cover loss and cost of collection and anticipated deferred collections of the taxes so levied. Such amount is and shall be determined by the Authority pursuant to the Act, the Bond Resolution and this 1993A Refunding Series Resolution. The amount so determined by the Authority is and shall be expressed as a percentage of the amounts of taxes required to be collected in each such year as provided by the Bond Resolution, this 1993A Refunding Series Resolution, the 1993A Supplemental Resolution and the 1993A Refunding Series Tax Levy Ordinance. It is determined that the amounts so to be included in extensions as an allowance which the Authority reasonably estimates to be needed to cover loss and cost of collection and anticipated deferred collections of such taxes as extended in the collectors' books is 3.5% of the amount of taxes required to be collected in each extension year, commencing with 1994. These amounts are not less than the percentage which would have been needed to have been added to the total of all property taxes collected in the City in 1992 to equal the total of the gross property taxes in the City extended in 1992. The amounts as so determined are found to be presently sufficient so that the amounts of taxes to be levied and collected will produce the amounts required to be produced pursuant to this Article V.

The amounts in respect of the 1993A Refunding Series Bonds determined in this Section 505 for inclusion in the taxes to be extended in any year shall be subject to change as provided in Section 908 of the Bond Resolution.

*Article VI.**Miscellaneous.*

## 601. Effectiveness.

This 1993A Refunding Series Resolution shall take effect immediately upon its adoption.

*Certificate.*

I, Lawrence Block, certify that I am the duly qualified and acting Secretary of the Chicago School Finance Authority (the "Authority") and that as such Secretary I am the keeper of its books and records. I certify that attached to this Certificate is a true and complete copy of a Resolution entitled:

"A Series Resolution Authorizing the Issuance Of Up To \$290,000,000 Chicago School Finance Authority General Obligation School Assistance Bonds, Refunding Series (1993A)",

which Resolution was duly adopted by the Board of Directors of the Authority at its meeting of March 10, 1993, at which a quorum was present and voting throughout. The Resolution was adopted with the affirmative vote of not less than three Directors. The Resolution has not been amended, altered or repealed and remains in full force and effect.

Signed this 10th day of March, 1993

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Secretary,  
Chicago School Finance Authority

[(Sub)Exhibits "A", "B" and "C" referred to in this resolution unavailable at time of printing.]

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE  
FEE EXEMPTIONS, CANCELLATION OF WATER RATES,  
CANCELLATION OF LIEN, REFUNDS OF FEES AND  
WAIVER OF FEE FOR CERTAIN CHARITABLE,  
EDUCATIONAL AND RELIGIOUS  
INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, to which had been referred (November 14, 1991; January 14, March 25 and May 20, 1992; February 10, March 8 and 26, 1993) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates, cancellation of lien, refunds of fees and waiver of fee 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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus 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.

##### *Bridgeport Child Development Center.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, as well as any installation fees, charges and cost of water and sewer installation, notwithstanding other ordinances of the City of Chicago to the contrary, to the Bridgeport Child Development Center on the premises known as 3053 South Normal Avenue.

Said building shall be used exclusively for day care, educational and other 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.

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##### *Catholic Archdiocese Of Chicago/Saint Rita 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 Archdiocese of Chicago/Saint Rita High School, for renovation of

existing school structure on the premises known as 7740 South Western 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.

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*Catholic Archdiocese Of Chicago/The Venerable  
Saint Bede Church.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Catholic Archdiocese of Chicago/The Venerable Saint Bede Church for electrical installations in the church property on the premises known as 8200 South Kostner Avenue.

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

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

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*Children's Memorial Hospital.*

*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 Children's Memorial Hospital for construction of the Children's Memorial Institute for Education and Research (C.M.I.E.R.) laboratory building on the premises known as 2430 -- 2459 North Halsted Street.

Said building shall be used exclusively for education/research 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.

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*Good News Community Church.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Good News Community Church, 7639 North Paulina Street, for renovation of existing structures on the premises known as 7645 -- 7651 North Paulina Street.

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

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

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*Illinois College Of Optometry.*

*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 Illinois College of Optometry, for remodeling existing structure on the premises known as 3241 South Michigan 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.

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*Mount Carmel 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 Water and the Commissioner of Sewers are hereby directed to issue all necessary permits, free of charge, as well as any installation fees associated with a 6 inch valve and valve basin at East 64th Street, charges and cost of water and sewer installation, tapping and termination service fees, cutting and capping fees at East 65th Street, fees associated with the installation of a meter and for fees associated with the construction of a meter vault at East 64th Street, notwithstanding other ordinances of the City to the contrary, to Mount Carmel High School on the premises known as 6410 South Dante 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 full force upon its passage and publication.

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*Mount Greenwood Lutheran Church.*

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

SECTION 1. That the Commissioner of the Department of Buildings is hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Mount Greenwood Lutheran Church, for installation of handicap lift on the premises known as 10211 South Trumbull Avenue.

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

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

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*Pilsen/Little Village Habitat For Humanity And Pilsen  
Resurrection 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, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Pilsen/Little Village Habitat for Humanity, 1909 South Ashland Avenue and the Pilsen Resurrection Development Corporation, for rehabilitation of the existing structure on the premises known as 1137 West 17th Street.

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

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

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*Spanish Coalition For Jobs, Inc.*

*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, as well as any installation fees and inspection fees regarding refrigeration and mechanical ventilation (Identification Number C2-318955 at \$204.00 and Identification Number F4-307451 at \$90.00), charges and cost of water and sewer installation, notwithstanding other ordinances of the City to the contrary, to the Spanish Coalition for Jobs, Inc., on the premises known as 2011 West Pershing Road.

Said building shall be used exclusively for community service 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.

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*Travelers And Immigrants Aid Of Chicago.*

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

**SECTION 1.** The Commissioner of Buildings is hereby directed to issue all necessary permits, free of charge, notwithstanding all ordinances of the City of Chicago to the contrary, to Travelers and Immigrants Aid of Chicago, 327 South LaSalle Street for rehabilitation of the premises known as 907 West Argyle Street.

Said permits shall be issued to Travelers and Immigrants Aid of Chicago, a not-for-profit corporation, and shall not be used with a view to profit, and the work thereon shall be done in accordance with the plans submitted.

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

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*Bobby E. Wright Comprehensive Mental Health Center.*

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

SECTION 1. The Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water and the Commissioner of Sewers are hereby directed to issue all necessary permits, free of charge, as well as any installation fees, charges and cost of water and sewer installation, and for tapping and termination service fees, notwithstanding other ordinances of the City to the contrary, to Bobby E. Wright Comprehensive Mental Health Center, 9 South Kedzie Avenue.

Said building shall be used exclusively for mental health 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 upon its passage and publication.

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#### LICENSE FEE EXEMPTIONS.

##### *Day Care Centers.*

##### *Edison Park Lutheran Church Day Care Center.*

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable inspection 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 April 30, 1993:

Edison Park Lutheran Church Day Care Center  
6626 North Oliphant Avenue.

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

*Lutheran Children's Center.*

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable inspection 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 April 30, 1993:

Lutheran Children's Center  
8765 West Higgins Road.

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

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*North Park Church Nursery School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago 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 April 30, 1993:

North Park Church Nursery School  
5250 North Christiana Avenue.

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

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*Sinai Nursery School And Kindergarten.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain, is hereby exempted from payment of the license fee for the license period April 30, 1992 to April 30, 1993:

Sinai Nursery School and Kindergarten  
1720 East 54th Street.

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

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*South Deering Head Start School.*  
(Salvation Army)

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable inspection 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 April 30, 1993:

South Deering Head Start School (Salvation Army)  
10536 South Bensley Avenue.

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

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*Florist.*

*Thorek Hospital And Medical Center.*

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

SECTION 1. Pursuant to Section 4-112 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Fire:

Thorek Hospital and Medical Center  
850 West Irving Park Road

is hereby exempted from payment of the annual florist retail license fee for the year 1993.

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

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*Homes.*

*Casa Central Home For The Elderly.*

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health:

Casa Central Home for the Elderly  
1401 North California Avenue

is hereby exempted from payment of the annual license fee provided in Section 4-220-070 for the year 1993.

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

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*El Valor Corporation (Sheltered Care Home).  
(Year 1992)*

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



SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the following institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1992:

El Valor Corporation (Sheltered Care Home)  
1850 West 21st Street.

SECTION 2. This ordinance shall be effective from and after its passage and publication.

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*El Valor Corporation (Sheltered Care Home).*  
(Year 1993)

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable inspection report from the Department of Health, the following charitable institution is hereby exempted from payment of the annual home license fee provided therefor in Section 4-220-060 for the year 1993:

El Valor Corporation (Sheltered Care Home)  
1850 West 21st Street.

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

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*Grace Convalescent Home (Code 1364).*  
(Year 1991)

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department

of Health, the following institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1991:

Grace Convalescent Home (Code 1364)  
2800 West Grace Street.

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

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*Grace Convalescent Home (Code 1365).*  
(Year 1992)

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the following institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1992:

Grace Convalescent Home (Code 1365)  
2800 West Grace Street.

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

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*Grace Convalescent Home.*  
(Year 1993)

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable inspection report from the Department of Health, the following charitable institution is hereby exempted from payment of the annual home license fee provided therefor in Section 4-220-060, for the year 1993:

Grace Convalescent Home  
2800 West Grace Street.

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

---

*Little Sisters Of The Poor Home For The Aged.*

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable inspection report from the Department of Health, the following charitable institution is hereby exempted from payment of the annual home license fee provided therefor in Section 4-220-060, for the year 1993:

Little Sisters of the Poor Home for the Aged  
2325 North Lakewood Avenue.

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

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*Saint Paul's House And Health Care Center.*

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable inspection report from the Department of Health, the following charitable institution is hereby exempted from payment of the annual home license fee provided therefor in Section 4-220-060, for the year 1993:

Saint Pauls House and Health Care Center  
3831 North Mozart Street.

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

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*Danish Home, Doing Business As Society For The  
Danish Old People.*

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable inspection report from the Department of Health, the following charitable institution is hereby exempted from payment of the annual home license fee provided therefor in Section 4-220-060, for the year 1993:

The Danish Home,  
doing business as Society for the Danish Old People  
5656 North Newcastle Avenue.

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

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*Hospitals.*

*Bethany Hospital Of Evangelical Hospitals Corp.*

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

SECTION 1. Pursuant to Section 4-140-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1993:

Bethany Hospital of Evangelical Hospitals Corp.  
3435 West Van Buren Street.

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

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*Children's Memorial Hospital.*

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

SECTION 1. Pursuant to Section 4-140-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of hospital license fee for the year 1993:

Children's Memorial Hospital  
2300 Children's Plaza.

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

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*Grant Hospital Of Chicago.*

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

SECTION 1. Pursuant to Section 4-140-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of hospital license fee for the year 1993:

Grant Hospital of Chicago  
550 West Webster Avenue.

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

*Loretto Hospital.*

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

SECTION 1. Pursuant to Section 4-140-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of hospital license fee for the year 1994:

Loretto Hospital  
645 South Central Avenue.

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

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*Rush-Presbyterian-St. Luke's Medical Center.*

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

SECTION 1. Pursuant to Section 4-140-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of hospital license fee for the year 1993:

Rush-Presbyterian-St. Luke's Medical Center  
1753 West Congress Street.

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

## CANCELLATION OF LIEN.

*Pentecostal House of Prayer.*

*Ordered,* That the City Comptroller is hereby authorized and directed to give consideration to the cancellation of a lien (filed by the City of Chicago No. 92 COTUDS 191 vs. *Pentecostal House of Prayer*) in the amount of \$8,940.00 plus costs and interest, monies advanced for the demolition of property at 4145 -- 4147 West Madison Street, purchased by Reverend Ellis Price, Pentecostal House of Prayer, 4143 West Madison Street.

## CANCELLATION OF WATER RATES.

*Ambassador's For Christ Church.*

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing water rates and sewer charges assessed against the Ambassador's for Christ Church, 7841 -- 7861 South Ashland Avenue (Account Numbers 301030503302 and 301030503319).

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

*Young Women Christian Association Harris Center.*

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel water and sewer assessments in the amount of \$3,146.05, charged to the Y.W.C.A. Harris Center, 6220 South Drexel Avenue.

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

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REFUND OF FEES.

*Columbia College Of Chicago.*

*Ordered,* That the City Comptroller is hereby authorized and directed to refund the amount of \$2,046.00 to the Columbia College of Chicago, 600 South Michigan Avenue, representing payment of the below-listed permit fees for partial renovation of existing structures per approved plans:

Permit	Amount	Location
B-762230	\$951.00	600 South Michigan Avenue
B-762231	\$384.00	624 South Michigan Avenue
B-761993	\$711.00	623 South Wabash Avenue

---

*Saint George Greek Orthodox Church.*

*Ordered,* That the City Comptroller is hereby authorized and directed to refund the amount of \$1,860.56 to Saint George Greek Orthodox Church, 2723 North Sheffield Avenue, representing payments for demolition, excavation and subsequent building of an addition to the existing structure. A waiver of permit fees was introduced on November 6, 1992 into Council (Permit Number 762975).



## WAIVER OF FEE.

*Greater Chicago Food Depository.*

*Ordered*, That the Director of the Department of Revenue of the City of Chicago waive the license fees (License Code 1305) for the Greater Chicago Food Depository, which is located at 4501 South Tripp Avenue, Chicago, Illinois.

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AMENDMENT OF ORDINANCE WHICH AUTHORIZED ISSUANCE  
OF FREE PERMITS TO NORTH PARK COLLEGE FOR  
CONSTRUCTION OF CHAPEL AT  
3225 WEST FOSTER  
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, having had under consideration one (1) ordinance submitted by Alderman Laurino authorizing the issuance of all city material costs, labor costs, inspectional and service fees free of charge to North Park College, 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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby authorized and directed to amend the ordinance passed October 14, 1992, Council Journal of Proceedings, page 22100 by striking the wording as follows:

"all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary"

and inserting in lieu thereof:

"all city material costs and labor, inspectional fees, or service fees be issued free of charge",

to be issued to North Park College for construction of a chapel on the premises known as 3225 West Foster Avenue.

Said building shall be used exclusively for school/church activities 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 hereinafter its passage and publication.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR  
COLLECTION ISSUED AGAINST CERTAIN CHARITABLE,  
EDUCATIONAL AND RELIGIOUS  
INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is 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 Sign	Amount
Anixter Center for Rehabilitation and Training of Persons with Disabilities 2032 North Clybourn Avenue	C2-317393 (Refrig.)	\$ 102.00
Archdiocese of Chicago 155 East Superior Street	B1-306838 (Bldg.)	79.00
	C2-314458 (Refrig.)	286.00
Archdiocese of Chicago/Saint Francis Borgia Church 8033 West Addison Street	C2-310187 (Refrig.)	449.00
Archdiocese of Chicago/Saint Pancratius Church 2949 West 40th Place	C2-318987 (Refrig.)	68.00
Augustana Center/Lutheran Social Services of Illinois 7464 North Sheridan Road	F4-301689 (Mech. Vent.)	57.00
	P1-206734 (Fuel Burn. Equip.)	400.00
Norwegian Bethesda Home, doing business as Bethesda Home and Retirement Center 2833 North Nordica Avenue	Invoice No. 92290002531 (Signs)	40.00
	C2-300392 (Refrig.)	266.00

Name And Address	Warrant No. And Type Of Sign	Amount
	C2-315352 (Refrig.)	\$132.00
	D1-328993 (Sign)	16.00
B'nai Ruven Synagogue 6350 North Whipple Street	C2-311719 (Refrig.)	68.00
Center for Rehab. Vocation and Training of Disabled 2032 North Clybourn Avenue	F4-304350 (Mech. Vent.)	26.00
	F4-305699 (Mech. Vent.)	26.00
Chicago Gospel Young Center/ Inner City Impact, Inc. 1127 West Adams Street	B3-300496 (Pub. Place of Assemb.)	46.00
Chicago State University (various locations)	B3-301873 (Pub. Place of Assemb.)	46.00
	B3-302397 (Pub. Place of Assemb.)	46.00
	B3-304718 (Pub. Place of Assemb.)	46.00
	C2-318790 (Refrig.)	383.00
	D1-310633 (Sign)	22.00
	D1-310634 (Sign)	22.00

4/22/93

REPORTS OF COMMITTEES

31283

Name And Address	Warrant No. And Type Of Sign	Amount
	D1-310635 (Sign)	\$ 22.00
	D1-310636 (Sign)	22.00
	D1-310637 (Sign)	22.00
	D1-310638 (Sign)	22.00
	D1-310639 (Sign)	22.00
	D1-310640 (Sign)	22.00
	D1-310641 (Sign)	22.00
	D1-310642 (Sign)	22.00
	D1-310643 (Sign)	22.00
	D1-310644 (Sign)	22.00
	D1-310645 (Sign)	22.00
	D1-310647 (Sign)	22.00
	D1-310648 (Sign)	22.00
	D1-310649 (Sign)	22.00

Name And Address	Warrant No. And Type Of Sign	Amount
	D1-310650 (Sign)	\$ 22.00
	D1-310651 (Sign)	22.00
	D1-310652 (Sign)	22.00
	D1-310653 (Sign)	22.00
	D1-310654 (Sign)	22.00
	D1-310655 (Sign)	22.00
	D1-310657 (Sign)	22.00
	D1-310658 (Sign)	22.00
	D1-310659 (Sign)	22.00
	D1-310660 (Sign)	22.00
	D1-310661 (Sign)	22.00
	D1-310662 (Sign)	22.00
	D1-310663 (Sign)	22.00
	D1-310664 (Sign)	22.00

4/22/93

REPORTS OF COMMITTEES

31285

Name And Address	Warrant No. And Type Of Sign	Amount
	D1-310665 (Sign)	\$ 22.00
	D1-310666 (Sign)	22.00
	D1-310667 (Sign)	22.00
	D1-310668 (Sign)	22.00
	D1-310669 (Sign)	28.00
	D1-310670 (Sign)	22.00
	D1-310671 (Sign)	28.00
	D1-310672 (Sign)	28.00
	D1-310673 (Sign)	28.00
	D1-310675 (Sign)	28.00
	D1-310676 (Sign)	28.00
	D1-310677 (Sign)	28.00
	D1-310678 (Sign)	28.00
	D1-310679 (Sign)	28.00



Name And Address	Warrant No. And Type Of Sign	Amount
	D1-310680 (Sign)	\$ 28.00
	D1-310681 (Sign)	28.00
	D1-310682 (Sign)	28.00
	D1-310683 (Sign)	28.00
	D1-310684 (Sign)	28.00
	D1-310685 (Sign)	28.00
	D1-310686 (Sign)	28.00
	D1-310687 (Sign)	28.00
	D1-310689 (Sign)	28.00
	D1-310690 (Sign)	28.00
	D1-310691 (Sign)	28.00
	D1-310692 (Sign)	28.00
	D1-310693 (Sign)	28.00
	D1-310694 (Sign)	28.00

Name And Address	Warrant No. And Type Of Sign	Amount
	D1-310695 (Sign)	\$ 28.00
	D1-310696 (Sign)	28.00
Congregation Shaare Tikvah 5800 North Kimball Avenue	C2-311468 (Refrig.)	68.00
Copernicus Foundation 5216 West Lawrence Avenue	B3-302370 (Pub. Place of Assemb.)	46.00
	B3-304747 (Pub. Place of Assemb.)	46.00
	B3-304819 (Pub. Place of Assemb.)	46.00
Edgewater Shores Senior Home 5326 North Winthrop Avenue	Invoice No. 92290003491 (Signs)	40.00
Ezras Israel Synagogue 7001 North California Avenue	C2-311762 (Refrig.)	211.00
The Virginia Frank Child Development Center 3033 West Touhy Avenue	C2-306633 (Refrig.)	186.00
	F4-303498 (Mech. Vent.)	26.00
Grace Community Church 4155 South Rockwell Street	C2-318978 (Refrig.)	98.00
Grant Hospital of Chicago (various locations)	D1-322660 (Sign)	53.50

Name And Address	Warrant No. And Type Of Sign	Amount
	D1-324228 (Sign)	\$106.00
	D1-328747 (Sign)	71.00
	D1-328748 (Sign)	22.00
	D1-337167 (Sign)	22.00
	D1-337168 (Sign)	22.00
	D1-337182 (Sign)	22.00
Greater Chicago Food Depository 4529 South Tripp Avenue	C2-306074 (Refrig.)	564.00
Hull House Association/Parkway Community House 500 East 67th Street	B3-303438 (Pub. Place of Assemb.)	46.00
Immaculate Conception Church 7211 West Talcott Avenue	C2-308099 (Refrig.)	143.00
Immaculate Conception Monastery 5700 North Harlem Avenue	C2-310412 (Refrig.)	116.00
Japanese American Service Committee 4427 North Clark Street	C2-301324 (Refrig.)	170.00

Name And Address	Warrant No. And Type Of Sign	Amount
Jewish Federation of Metropolitan Chicago 618 South Michigan Avenue	B3-300043 (Pub. Place of Assemb.)	\$ 43.00
Kagan Home for the Blind 3525 West Foster Avenue	C2-306681 (Refrig.)	100.00
Lincoln West Hospital 2477 West Montrose Avenue	D1-323058 (Sign)	156.00
Lincoln West Medical Center 2544 West Montrose Avenue	C2-311386 (Refrig.)	488.00
Lourdes High School 4034 West 56th Street	C2-308480 (Refrig.)	262.00
Lutheran Center 8765 West Higgins Road	C2-317088 (Refrig.)	170.00
Marist High School 4200 West 115th Street	C2-311954 (Refrig.)	44.00
	D1-340570 (Sign)	558.00
Methodist Hospital of Chicago (various locations)	D1-231201 (Sign)	22.00
	D1-231204 (Sign)	22.00
	D1-231205 (Sign)	40.00
	D1-308409 (Sign)	22.00

Name And Address	Warrant No. And Type Of Sign	Amount
	D1-308410 (Sign)	\$ 22.00
	D1-316451 (Sign)	22.00
	D1-318124 (Sign)	22.00
	D1-318125 (Sign)	38.00
	D1-334568 (Sign)	40.00
Misericordia Heart of Mercy 6300 North Ridge Avenue	B3-303205 (Pub. Place of Assemb.)	46.00
	C2-315399 (Refrig.)	863.00
Misericordia Hospital 2916 West 47th Street	C2-308038 (Refrig.)	239.00
Mother MacAuley Liberal Arts High School 3737 West 99th Street	C2-311965 (Refrig.)	137.00
New Prospect Missionary Baptist Church 3353 East 91st Street	D1-304886 (Sign)	55.60
North River Commission 4747 North Kedzie Avenue	C2-301094 (Refrig.)	68.00
Northwestern University (various locations)	A1-206210 (Elev.)	225.00

4/22/93

## REPORTS OF COMMITTEES

31291

Name And Address	Warrant No. And Type Of Sign	Amount
	B2-200909 (Canopy/Rev. Dr.)	\$ 23.00
	B3-304343 (Pub. Place of Assemb.)	46.00
	C2-201913 (Refrig.)	538.00
	P1-203327 (Fuel Burn. Equip.)	568.00
	P1-205873 (Fuel Burn. Equip.)	39.00
	R1-216463 (Drwy.)	68.00
Parkway Community Church 6620 South Dr. Martin Luther King, Jr. Drive	R1-015633 (Drwy.)	34.00
	R1-111092 (Drwy.)	34.00
	R1-709983 (Drwy.)	25.00
	R1-810094 (Drwy.)	25.00
	R1-910181 (Drwy.)	34.00
Ravenswood Budlong Congregation 2834 West Foster Avenue	D1-300312 (Sign)	22.00
	D1-300313 (Sign)	22.00

Name And Address	Warrant No. And Type Of Sign	Amount	
Ravenswood Hospital (various locations)	C2-308225 (Refrig.)	\$1,343.00	
	D1-231053 (Sign)	38.00	
	D1-314383 (Sign)	75.80	
	D1-316465 (Sign)	22.00	
	D1-316466 (Sign)	22.00	
	D1-316467 (Sign)	22.00	
	D1-316468 (Sign)	22.00	
	D1-316469 (Sign)	22.00	
	D1-317982 (Sign)	38.00	
	D1-317983 (Sign)	38.00	
	D1-318954 (Sign)	22.00	
	Resurrection Hospital (various locations)	D1-320724 (Sign)	38.00
		D1-336925 (Sign)	22.00
D1-336926 (Sign)		22.00	

4/22/93

## REPORTS OF COMMITTEES

31293

Name And Address	Warrant No. And Type Of Sign	Amount
Safer Foundation 571 West Jackson Boulevard	D1-328734 (Sign)	\$ 22.00
	D1-328735 (Sign)	22.00
	D1-328736 (Sign)	22.00
	D1-328737 (Sign)	22.00
	D1-328738 (Sign)	22.00
	D1-328739 (Sign)	22.00
Saint Barnabas School and Church 10134 South Longwood Drive	C2-310966 (Refrig.)	82.00
	C2-310967 (Refrig.)	109.00
Saint Catherine of Genoa Church 640 West 118th Street	B1-221196 (Bldg.)	31.00
Saint George Orthodox Church 2701 North Sheffield Avenue	C2-308825 (Refrig.)	100.00
Saint Mary of Nazareth Hospital Center (various locations)	C2-308070 (Refrig.)	1,768.00
	D1-333051 (Sign)	84.90



Name And Address	Warrant No. And Type Of Sign	Amount
	F4-305348 (Mech. Vent.)	\$ 26.00
	P1-206706 (Fuel Burn. Equip.)	78.00
Saint Mary of Providence 4200 North Austin Avenue	C2-311028 (Refrig.)	450.00
The Salvation Army 1515 West Monroe Street	B3-304864 (Pub. Place of Assemb.)	46.00
Sauganash Community Church 4541 West Peterson Avenue	C2-310909 (Refrig.)	102.00
Scholl College of Podiatric Medicine (various locations)	C2-301377 (Refrig.)	82.00
	D1-316137 (Sign)	37.00
	D1-332330 (Sign)	22.00
South Chicago Parents & Friends, Inc. 10241 South Commercial Avenue	C2-315536 (Refrig.)	170.00
South Chicago Young Men's Christian Association of Metropolitan Chicago 3039 East 91st Street	B1-308026 (Bldg.)	159.00
	B3-304282 (Pub. Place of Assemb.)	46.00
	B3-304975 (Pub. Place of Assemb.)	46.00

4/22/93

## REPORTS OF COMMITTEES

31295

Name And Address	Warrant No. And Type Of Sign	Amount
	C2-305577 (Refrig.)	\$ 170.00
	D1-301125 (Sign)	89.20
Swedish American Museum Association 5211 North Clark Street	A1-207328 (Elev.)	41.00
	B1-306961 (Bldg.)	31.00
	D1-331556 (Sign)	22.00
	F4-216945 (Mech. Vent.)	33.00
Uptown Center Hull House 4520 North Beacon Street	C2-301179 (Refrig.)	41.00
	F4-306483 (Refrig.)	26.00
Washington and Jane Smith Home 2340 West 113th Place	F4-305948 (Mech. Vent.)	254.00
Louis A. Weiss Memorial Hospital (various locations)	C2-306653 (Refrig.)	1,195.00
	D1-313903 (Sign)	22.00
	D1-313904 (Sign)	22.00
	D1-313905 (Sign)	22.00

Name And Address	Warrant No. And Type Of Sign	Amount
	D1-313906 (Sign)	\$ 22.00
	D1-325882 (Sign)	44.00
	D1-331562 (Sign)	38.00
Westtown Training Center 1801 North Spaulding Avenue	F4-311773 (Mech. Vent.)	26.00
Women's Treatment Center 140 North Ashland Avenue	B4-200017 (Inst.)	95.00
	P1-205131 (Fuel Burn. Equip.)	1,048.00
16th Church of Christ 7038 North Ridge Boulevard	C2-317562 (Refrig.)	68.00

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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, April 22, 1993.

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

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to issue vouchers, in conformity with 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

[Regular orders printed on pages 31298 through  
31310 of this Journal.]

(Continued on page 31311)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABBOTT	DALE E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/21/92 436.53
ADAMS	CRAIG	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/15/92 2281.80
ADAMS	JAMES J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/28/92 446.00
ADAMS	RAYMOND T	POLICE OFFICER	NINETEENTH DISTRICT	10/20/92 607.70
ALDRICH	KEITH W	POLICE OFFICER	TWENTIETH DISTRICT	11/08/92 1032.81
ALLEN	RAYMOND	POLICE OFFICER	RECRUIT TRAINING	11/11/92 500.00
AMIDEI	DANIEL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/06/92 128.00
ANDERSON	LINDA S	POLICE OFFICER	THIRTEENTH DISTRICT	11/24/92 240.00
ARCED	JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	9/22/90 75.00
ARNOLD	PATRICK L	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	11/23/92 50.00
ARRONIS	LAWRENCE G	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/26/92 271.00
AYERS	THOMAS F	POLICE OFFICER	EIGHTEENTH DISTRICT	8/23/92 3764.20
BAEZ	RONALD N	POLICE OFFICER	THIRD DISTRICT	10/13/92 103.00
BAEZ	RONALD N	POLICE OFFICER	FOURTH DISTRICT	10/15/92 636.73
BALICE	VITO M	POLICE OFFICER	NINTH DISTRICT	10/27/92 225.80
BARHAM	FRED	POLICE OFFICER	FOURTH DISTRICT	9/10/89 3456.00
BARNES	FRANK R	POLICE OFFICER	UNKNOWN	6/12/92 915.00
BATES JR	CLIFTON A	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/07/92 446.80
BECKDM	JESSE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/08/91 25646.38
BECVAR	LANCE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/02/92 19.00
BEVAN	HERBERT H	POLICE OFFICER	FIRST DISTRICT	3/25/87 50.00
BEYER	LAWRENCE D	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/25/92 90.00
BILINA	MICHAEL J	POLICE OFFICER	NINTH DISTRICT	11/23/92 69.00
BLASUCCI	MARK A	POLICE OFFICER	EIGHTEENTH DISTRICT	11/28/92 371.35
BOND	CHARLES A	POLICE OFFICER	UNKNOWN	7/20/92 90.00
BONEMMA	MARY LOU	POLICE OFFICER	SIXTH DISTRICT	11/09/92 230.00
BONNER	VANCE E	POLICE OFFICER	SECOND DISTRICT	9/08/92 6307.10
BOONE	JEROME R	POLICE OFFICER	FOURTH DISTRICT	11/01/92 691.40
BOSNYAK	STEPHEN F	POLICE OFFICER	FOURTEENTH DISTRICT	11/17/92 190.00
BOYLE	JEAN M	POLICE OFFICER	SEVENTH DISTRICT	11/29/92 399.00
BRADLEY	VERNON	POLICE OFFICER	FIRST DISTRICT	11/18/92 237.00
BRADY	JAMES J	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	11/24/92 837.50
BREIER	MICHAEL	POLICE OFFICER	THIRD DISTRICT	11/19/92 1123.00
BROGI	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/86 133.00
BROWNFIELD	STEVEN C	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	11/07/92 1662.50
BUBACZ	STEPHEN	POLICE OFFICER	TWELFTH DISTRICT	7/08/91 40.00
BULAVA	GARY	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	7/14/92 212.00
BURKART	ROBERT E	POLICE OFFICER	YOUTH DIVISION AREA FIVE	4/30/91 88.32
BYRNE	JOHN E	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	11/02/92 1119.00
CABRAL	ANNETTE	POLICE OFFICER	SEVENTH DISTRICT	11/08/92 2075.00
CACIOPPO	LEONARD P	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/13/92 119.50
CALDWELL	JAMES C	POLICE OFFICER	YOUTH DIVISION AREA SIX	9/29/92 743.00
CAMPIONE	JACK	POLICE OFFICER	YOUTH DIVISION AREA THREE	3/29/92 193.80
CAPERS	DARLENE	POLICE OFFICER	FOURTH DISTRICT	11/18/92 1346.00
CAFFERELLI	JOHN T	POLICE OFFICER	EIGHTEENTH DISTRICT	7/28/92 126.00
CARONE	JOSEPH	POLICE OFFICER	EIGHTH DISTRICT	4/10/91 332.00
CARONE	JOSEPH	POLICE OFFICER	EIGHTH DISTRICT	11/03/92 341.85
CASPER	JOHNNY	POLICE OFFICER	FIFTEENTH DISTRICT	11/24/92 838.00
CASTANEDA	MARIA	POLICE OFFICER	NINETEENTH DISTRICT	8/14/92 3614.00

31298

JOURNAL--CITY COUNCIL--CHICAGO

4/22/93

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

4/22/93

REPORTS OF COMMITTEES

31299

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CASTRO-SHEERAN	SUSAN L	POLICE OFFICER	ELEVENTH DISTRICT	11/08/92 230.00
CAVAZOS	DAVID	POLICE OFFICER	FIFTH DISTRICT	4/27/92 59.00
CHASE	ALTON T	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/12/92 1279.23
CHERRY	DAVID A	POLICE OFFICER	SECOND DISTRICT	11/15/92 1501.85
CHEVALIER	MICHAEL T	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/26/92 228.00
CHRISTOFORAKIS	JENNY	POLICE OFFICER	SEVENTEENTH DISTRICT	11/27/92 470.00
CLIFFORD	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	9/23/92 200.00
CLIFTON	EVERLY V	POLICE OFFICER	EIGHTEENTH DISTRICT	11/14/92 474.50
COGLEY	MICHAEL	POLICE OFFICER	TENTH DISTRICT	11/03/92 201.00
COLEMAN	ALBERTHA	POLICE OFFICER	SIXTH DISTRICT	11/17/92 565.10
COLEMAN	CHRISTOPHER P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/07/92 520.50
COLVIN	PATRICK	POLICE OFFICER	EIGHTH DISTRICT	11/22/92 448.50
CONNELLY	CAROLINE M	POLICE OFFICER	SEVENTH DISTRICT	6/04/92 119.00
COSTA	JACK	POLICE OFFICER	FIFTEENTH DISTRICT	11/04/92 567.35
COWELL	RAYMOND M	POLICE OFFICER	EIGHTEENTH DISTRICT	11/24/92 119.05
CRAIG	MATTHEW	POLICE OFFICER	TWENTIETH DISTRICT	6/03/92 103.00
DALY	BRIAN J	POLICE OFFICER	SEVENTH DISTRICT	10/31/92 6026.95
DANICO	KAREN	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/02/93 209.00
DAMMONS	JOSEPH A	POLICE OFFICER	FIFTH DISTRICT	11/23/92 108.00
DAVIS	PAMELA	POLICE OFFICER	NINTH DISTRICT	9/02/92 85.00
DEAL	JAMES D	POLICE OFFICER	SECOND DISTRICT	5/25/92 1288.30
DEVOGELAR	DAVID	POLICE OFFICER	UNKNOWN	2/28/92 90.00
DEYOUNG	DEBRA L	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/18/92 90.00
DINKEL	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/28/92 6745.85
DIORIO	MICHAEL J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/18/92 411.00
DIXON	JOHN	POLICE OFFICER	FOURTH DISTRICT	6/11/92 78.00
DOCKS	PATRICIA	POLICE OFFICER	THIRD DISTRICT	7/29/92 30.00
DOLL	SUSAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/03/91 1000.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/88 22226.39
DOMBROWSKI	EDWARD J	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	6/02/92 69.00
DONAHUE	DIANNE	POLICE OFFICER	SIXTEENTH DISTRICT	11/02/92 357.50
EARNEST	CARSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/02/92 10.00
EIGENBAUER	ROBERT	POLICE OFFICER	FOURTEENTH DISTRICT	11/03/92 224.60
ELKINS	ROBERT W	POLICE OFFICER	RECRUIT TRAINING	10/05/92 234.00
FIEDLER	WILLIAM	POLICE OFFICER	FIFTEENTH DISTRICT	3/06/92 56.00
FINSTROM	DALE P	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/03/78 485.00
FLAHERTY	BARBARA L	POLICE OFFICER	SECOND DISTRICT	11/23/92 571.50
FLAHERTY	THOMAS	POLICE OFFICER	NINTH DISTRICT	8/01/92 90.00
FOGARTY	MICHAEL	POLICE OFFICER	ELEVENTH DISTRICT	3/19/91 365.00
FOOTE	RENARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/10/92 1073.50
FRACTION	SANDRA R	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	10/09/92 2507.60
FRALE	JAMES	POLICE OFFICER	TWENTIETH DISTRICT	9/19/92 125.00
FRAZIN	ROBERT	POLICE OFFICER	UNKNOWN	11/09/92 195.00
GAMBLE	LORENDA	POLICE OFFICER	SEVENTEENTH DISTRICT	8/23/92 175.00
GARCIA	MARIO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/26/92 455.00
GARGUL	JOHN M	POLICE OFFICER	FIFTEENTH DISTRICT	10/29/92 310.00
GEORGE	MARK A	POLICE OFFICER	FIFTEENTH DISTRICT	9/14/92 4515.08
GEORGE	PARRIS	POLICE OFFICER	FIFTEENTH DISTRICT	10/21/92 801.50
GERMAN	EARL D	POLICE OFFICER	FIFTH DISTRICT	10/23/92 171.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GIERUT	JEROME J	POLICE OFFICER	EIGHTH DISTRICT	12/10/92 281.25
GILFOUR	BRIDGETT	POLICE OFFICER	RECRUIT TRAINING	6/26/92 119.00
GIZOWSKI	EUGENE M	POLICE OFFICER	EIGHTH DISTRICT	11/15/92 390.05
GLEASON	COLLEEN	POLICE OFFICER	TWENTIETH DISTRICT	6/11/92 275.25
GLEASON	COLLEEN	POLICE OFFICER	TWENTIETH DISTRICT	8/16/92 2210.17
GLOSS-NORMAN	ARTHUR	POLICE OFFICER	NINETEENTH DISTRICT	11/11/92 103.00
GODSEL	DANIEL J	POLICE OFFICER	RECRUIT TRAINING	10/14/92 418.50
GOLNICK	RAYMOND	POLICE OFFICER	UNKNOWN	8/15/92 134.00
GOMEZ	FRANCISCO	POLICE OFFICER	FIFTH DISTRICT	11/12/92 3111.22
GONZALES	PETER F	POLICE OFFICER	NINTH DISTRICT	11/20/92 372.65
GONZALEZ	CAMILO E	POLICE OFFICER	TENTH DISTRICT	11/26/92 327.60
GOOD	PATRICK M	POLICE OFFICER	SIXTH DISTRICT	3/21/92 118.00
GORMAN	JOHN J	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	9/03/92 286.00
GORMAN	JOSEPH F	POLICE OFFICER	TENTH DISTRICT	6/14/92 36.25
GORSKI	CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	11/01/92 564.00
GRAFFIS	MICHAEL P	POLICE OFFICER	TWELFTH DISTRICT	6/24/92 37.00
GRAHAM	DEKRICK	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/04/92 17.00
GRASZER	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/14/92 1401.50
GRAZIANO	RON D	POLICE OFFICER	EIGHTEENTH DISTRICT	10/01/92 384.89
GREEN	ANDRE	POLICE OFFICER	SEVENTH DISTRICT	11/14/92 303.00
GREEN	MARY ANN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/92 4733.48
GREEN	SINGLETON	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/02/92 612.00
GREENWALD	KALTHEEN J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/28/92 22.00
GRIFFIN	WAYNE A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/19/89 672.00
GUBRUD	JOHN M	POLICE OFFICER	SIXTEENTH DISTRICT	11/01/92 571.00
GUDGALIS	THOMAS W	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	10/19/92 379.00
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90 324.00
GURGONE	FRANK	POLICE OFFICER	MOUNTED UNIT	11/20/92 526.70
GUSHES	EVE	POLICE OFFICER	TENTH DISTRICT	8/30/92 125.00
GUTIERREZ	ADNARDO	POLICE OFFICER	RECRUIT TRAINING	9/26/92 175.50
GUTIERREZ	GEORGE	POLICE OFFICER	MOUNTED UNIT	4/17/92 150.00
GYRION	KEVIN F	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/25/92 119.00
HAIR	LESARA R	POLICE OFFICER	FIFTH DISTRICT	1/09/92 29.00
HAMAD	MARIAM	POLICE OFFICER	SENIOR CITIZENS SERVICE DIVISI	11/02/92 328.80
HANSEN	GERALD V	POLICE OFFICER	SIXTH DISTRICT	9/27/92 246.00
HANSEN	RICHARD E	POLICE OFFICER	EIGHTEENTH DISTRICT	6/26/92 41.00
HARNEY	MICHAEL W	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/25/92 4120.30
HARWELL	JENNIFER L	POLICE OFFICER	RECRUIT TRAINING	11/18/92 310.50
HAUGHEY	LAURIE	POLICE OFFICER	TWENTIETH DISTRICT	10/20/92 584.00
HAWTHORNE	CASSANDRA	POLICE OFFICER	EIGHTH DISTRICT	8/27/92 39.00
HAYNES	NORIS R	POLICE OFFICER	EIGHTEENTH DISTRICT	9/24/92 50.00
HAYNES	SHERRY	POLICE OFFICER	FIFTH DISTRICT	7/29/92 90.00
HELLWITZ	LAWRENCE I	POLICE OFFICER	ELEVENTH DISTRICT	11/01/92 1299.00
HENRY-PHELPS	SYLVIA LEE	POLICE OFFICER	FIFTEENTH DISTRICT	11/29/92 372.36
HERATY	DEIRDRE	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/22/91 75.00
HERNANDEZ	PAUL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/06/91 88.32
HIGGINS	FRANCIS R	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	10/30/92 475.25
HINMAN	CHERYL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/27/92 256.61
HITNEY	KEVIN	POLICE OFFICER	RECRUIT TRAINING	6/07/92 120.00

31300

JOURNAL--CITY COUNCIL--CHICAGO

4/22/93

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HNATUSKO DANIEL M	POLICE OFFICER	SECOND DISTRICT	11/27/92	410.65
HOFF THOMAS	POLICE OFFICER	SIXTEENTH DISTRICT	11/27/92	242.00
HOFFMANN JEFFERY A	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/30/92	475.00
HOLLANDSWORTH LEONARD	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	6/08/92	219.25
HOLY BRYAN	POLICE OFFICER	FIFTEENTH DISTRICT	11/15/92	530.00
HOOKER WALTER	POLICE OFFICER	SANITATION UNIT	11/26/92	227.13
HORTON THOMAS M	POLICE OFFICER	NINTH DISTRICT	9/02/89	380.00
JACKSON TALMITCH	POLICE OFFICER	THIRD DISTRICT	8/07/92	260.00
JACKSON VENDETTA J	POLICE OFFICER	RECRUIT TRAINING	1/24/86	320.00
JACOBS MICHAEL R	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	321.20
JAGLOWSKI GREGORY	POLICE OFFICER	YOUTH DIVISION AREA FOUR	9/22/88	100.00
JENKINS TYRONE	POLICE OFFICER	FIFTEENTH DISTRICT	9/22/92	139.00
JOHNSEN CASPER K	POLICE OFFICER	TWELFTH DISTRICT	1/22/92	2956.00
JOHNSON BELYINDA	POLICE OFFICER	NINTH DISTRICT	3/23/92	52.00
JOHNSON CLIFTON Z	POLICE OFFICER	SECOND DISTRICT	10/17/92	662.00
JOHNSON DARRICK	POLICE OFFICER	FIFTEENTH DISTRICT	10/10/92	23.00
JOHNSON JESSE	POLICE OFFICER	FOURTH DISTRICT	11/17/92	1246.00
JOHNSON MARIANNE C	POLICE OFFICER	SIXTH DISTRICT	10/14/92	3119.20
JOHNSON SHIRLEY	POLICE OFFICER	ELEVENTH DISTRICT	3/26/92	65.00
JOHNSON SHIRLEY	POLICE OFFICER	ELEVENTH DISTRICT	5/31/92	77.00
JUSKA MARK R	POLICE OFFICER	NINTH DISTRICT	7/03/92	16.00
KAWASAKI ROY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/27/92	33.25
KEATING IAVINA	POLICE OFFICER	SECOND DISTRICT	2/29/92	209.80
KEEHN MARTIN J	POLICE OFFICER	TWENTIETH DISTRICT	7/14/92	249.00
KELLY FRANKLIN R	POLICE OFFICER	FOURTH DISTRICT	2/18/77	18465.79
KENNY MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	5/13/92	464.25
KIERAS ALAN E	POLICE OFFICER	OHARE SECURITY	6/13/83	3400.22
KING ROBERT	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/11/92	199.25
KLASEN RICHARD M	POLICE OFFICER	UNKNOWN	10/15/92	9517.57
KLEPPETSCH WILLIAM E	POLICE OFFICER	EIGHTH DISTRICT	12/22/92	5486.50
KMETY DANIEL F	POLICE OFFICER	TWELFTH DISTRICT	10/28/92	837.50
KNICKERHM JERRY	POLICE OFFICER	NINETEENTH DISTRICT	10/05/92	1686.00
KOPICZKO THOMAS A	POLICE OFFICER	EIGHTEENTH DISTRICT	11/10/92	629.10
KOSTECKI STEVEN	POLICE OFFICER	ELEVENTH DISTRICT	6/24/91	65.00
KOSTRO JAMES E	POLICE OFFICER	EIGHTH DISTRICT	7/17/92	721.00
KOWALSKY JOSEPH	POLICE OFFICER	MARINE UNIT	10/18/92	5744.50
KROPEL JOSEPH J	POLICE OFFICER	FOURTH DISTRICT	5/23/91	150.00
KRZEBIOT PAULA	POLICE OFFICER	SEVENTH DISTRICT	9/19/92	119.00
KULEKOWSKIS JAMES	POLICE OFFICER	EIGHTH DISTRICT	12/06/92	615.50
KUPETIS WALTER S	POLICE OFFICER	CENTRAL DETENTION SECTION	11/17/92	1924.90
KURPIEL JOSEPH	POLICE OFFICER	SEVENTEENTH DISTRICT	11/02/92	290.00
KWIATEK RICHARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/29/92	432.35
LANE FREDERICK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/22/92	17.50
LANSDOWN KIMBERLY	POLICE OFFICER	FOURTH DISTRICT	11/07/92	387.00
LAPPE MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/88	1507.75
LEE TIMOTHY E	POLICE OFFICER	FIFTEENTH DISTRICT	9/10/92	344.00
LETTERI ANTHONY J	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/11/92	90.00
LEWIS MARAVIA	POLICE OFFICER	SEVENTH DISTRICT	10/25/92	985.50
LEZIMIS SPYROS P	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/07/92	622.00

4/22/93

REPORTS OF COMMITTEES

31301



CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

31302

JOURNAL--CITY COUNCIL--CHICAGO

4/22/93

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LIGHTFORD	MAMIE F	POLICE OFFICER	NINETEENTH DISTRICT	11/30/92 6679.85
LOIACONO	MARIO A	POLICE OFFICER	VICE CONTROL SECTION	6/12/92 120.00
LONG	MARSHALL	POLICE OFFICER	SEVENTEENTH DISTRICT	9/15/92 25.00
LORENZO	ANGEL	POLICE OFFICER	FOURTEENTH DISTRICT	11/27/92 352.00
LUF0	JOSEPH T	POLICE OFFICER	SEVENTH DISTRICT	11/23/92 190.25
LYNCH	WILLIAM J	POLICE OFFICER	FIFTEENTH DISTRICT	9/05/92 16.50
MACRI	FRANK C	POLICE OFFICER	EIGHTH DISTRICT	11/05/92 150.00
MADDEN	PATRICK J	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/29/92 570.00
MAGLIANO	MICHAEL F	POLICE OFFICER	FOURTH DISTRICT	11/10/92 623.00
MAIDA	RALPH	POLICE OFFICER	NINTH DISTRICT	10/28/92 931.20
MAJERCZYK	GLORIA A	POLICE OFFICER	EIGHTH DISTRICT	9/22/92 183.50
MAJERCZYK	GLORIA A	POLICE OFFICER	EIGHTH DISTRICT	10/09/92 230.00
MAJESKE	CAROL A	POLICE OFFICER	TRAINING DIVISION	7/22/92 680.00
MALABARBA	ROBERT	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	7/28/92 2110.60
MALEWSKI	JAMES C	POLICE OFFICER	TENTH DISTRICT	7/04/92 90.00
MANELLA	THOMAS F.	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	6/13/92 45.25
MANLEY	MICHELE	POLICE OFFICER	UNKNOWN	10/01/92 1829.40
MAFFA	JEFF A	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/29/92 309.92
MARES	ACHILLES	POLICE OFFICER	TENTH DISTRICT	11/15/92 690.40
MARIAN	ROBERT T	POLICE OFFICER	NINETEENTH DISTRICT	10/20/92 132.85
MARSHALL	TONITA L	POLICE OFFICER	SEVENTH DISTRICT	12/28/91 85.00
MARSHALL	TONITA L	POLICE OFFICER	SEVENTH DISTRICT	10/24/92 1365.85
MARTIN	JAMES K	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	11/13/91 16.50
MARTIN	JOHNNY L	POLICE OFFICER	THIRTEENTH DISTRICT	6/28/90 4385.00
MARTINEZ	ANGELO	POLICE OFFICER	THIRTEENTH DISTRICT	6/17/92 266.00
MARTINEZ	BRIAN	POLICE OFFICER	FIFTH DISTRICT	4/10/92 144.00
MARTINEZ	JUDE	POLICE OFFICER	TWENTIETH DISTRICT	9/15/92 20.00
MASON	SHIRON D	POLICE OFFICER	SECOND DISTRICT	11/02/92 154.50
MAZEIKA	RUTH	POLICE OFFICER	TWENTIETH DISTRICT	3/20/92 40.00
MCCARTHY	JOSEPH	POLICE OFFICER	NINETEENTH DISTRICT	9/27/91 90.00
MCCCLINTON	DERRICK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/23/92 427.51
MCCOLLOM	JAMES T	POLICE OFFICER	ELEVENTH DISTRICT	11/28/92 145.00
MCCOY	OTHA U	POLICE OFFICER	FIFTEENTH DISTRICT	10/27/92 132.10
MCDERMOTT	MARK	POLICE OFFICER	EIGHTEENTH DISTRICT	10/07/92 620.00
MCINERNEY	JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	10/31/92 327.89
MCINERNEY	THOMAS D	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/10/92 125.00
MCILLAN	HOWARD H	POLICE OFFICER	THIRD DISTRICT	11/03/92 938.00
MEADOWS	GEORGE	POLICE OFFICER	SEVENTH DISTRICT	10/27/92 1027.80
MEDINA	CARLOS	POLICE OFFICER	FIFTH DISTRICT	10/04/92 129.40
MENDOZA	CORINE	POLICE OFFICER	TENTH DISTRICT	11/02/92 1678.80
MICELI	MARY	POLICE OFFICER	TWENTIETH DISTRICT	11/25/92 1147.09
MICHAELS	RONALD	POLICE OFFICER	ENFORCEMENT SECTION	9/01/91 160.00
MICHALSKI	WALTER	POLICE OFFICER	SIXTH DISTRICT	4/04/92 1035.72
MIESZCAK	DAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/26/92 250.00
MIGLIERI-FENNESSEY	JUDY	POLICE OFFICER	SEVENTH DISTRICT	11/02/92 579.83
MIKULSKI	JOSEPH	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/13/92 193.00
MILEWSKI	JOHN R	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	10/11/92 572.00
MILLER	EARL L	POLICE OFFICER	SEVENTH DISTRICT	8/04/89 995.00
MILLETTE	JAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/13/92 1013.90

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MINOR	LAMARR	POLICE OFFICER	EIGHTH DISTRICT	10/13/92 458.25
MINT	RICHARD R	POLICE OFFICER	RECRUIT TRAINING	11/01/92 571.00
MOCKUS	UYTAUTAS H	POLICE OFFICER	EIGHTEENTH DISTRICT	4/03/91 75.00
MONEGAIN	LAWRENCE L	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/25/92 170.50
MONTILLA	FERNANDO E	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	10/15/92 686.75
MONTIVIDAS	PETER L	POLICE OFFICER	EIGHTEENTH DISTRICT	11/24/92 483.20
MORGAN	WILLIAM O	POLICE OFFICER	EIGHTEENTH DISTRICT	8/29/92 119.00
MORIARITY	JAMES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/12/91 671.50
MORIARTY	WILLIAM O	POLICE OFFICER	FIFTEENTH DISTRICT	11/15/92 1722.76
MORRISSEY	JOHN	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/14/92 484.70
MULKERIN	JOHN T	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92 6595.86
MULLER	DALE T	POLICE OFFICER	SIXTEENTH DISTRICT	10/15/92 557.25
MULLINS-ARMSTRONG	VERONICA	POLICE OFFICER	UNKNOWN	10/23/92 267.50
MURPHY	HERBERT	POLICE OFFICER	SEVENTH DISTRICT	11/14/92 185.30
MURPHY	MICHAEL	POLICE OFFICER	EIGHTH DISTRICT	10/29/92 581.50
MURPHY	PATRICK D	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86 758.00
MURRAY	JOHN E	POLICE OFFICER	SEVENTH DISTRICT	11/17/92 280.75
NAGLE	JEFFERY J	POLICE OFFICER	OHARE LAW ENFORCEMENT	8/17/92 286.00
NALLY	RONALD	POLICE OFFICER	TWENTIETH DISTRICT	10/25/92 1424.00
NASH	DENNIS	POLICE OFFICER	FIFTEENTH DISTRICT	11/24/92 762.00
NASH	THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/02/92 4868.91
NELIGAN	DAVID M	POLICE OFFICER	FIRST DISTRICT	1/23/91 130.80
NELSON	KATHLEEN	POLICE OFFICER	FOURTEENTH DISTRICT	10/12/92 591.00
NELSON	LAURENCE J	POLICE OFFICER	SEVENTEENTH DISTRICT	5/12/91 437.00
NELSON	RICHARD L	POLICE OFFICER	NINETEENTH DISTRICT	4/30/92 1170.00
NELSON	ROSALINDA M	POLICE OFFICER	ELEVENTH DISTRICT	11/08/92 1127.10
NIKLEWICZ	MITCHELL	POLICE OFFICER	EIGHTEENTH DISTRICT	5/25/92 3813.00
NIZIOLEK	ROBERT K	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/05/92 542.00
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87 9.00
OBERG	SCOTT A	POLICE OFFICER	FIFTH DISTRICT	12/23/92 498.75
ODONNOR	DANIEL P	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/03/92 230.00
ODONNELL	FRANCIS J	POLICE OFFICER	NINTH DISTRICT	4/27/92 3062.76
ODONNELL	GERALD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/21/92 1349.25
OFFETT	EUGENE H	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	10/30/92 292.00
OLSON	JACK	POLICE OFFICER	FIFTEENTH DISTRICT	5/31/92 94.00
ONEAL	BRENDA	POLICE OFFICER	FIFTH DISTRICT	11/14/92 300.00
ORTIZ	JOSE	POLICE OFFICER	FOURTEENTH DISTRICT	11/08/92 600.90
ORYAN	JOHN	POLICE OFFICER	TENTH DISTRICT	10/28/92 329.50
OSHEA	JOHN M	POLICE OFFICER	VICE CONTROL SECTION	11/08/92 299.00
OTERO	LUIS A	POLICE OFFICER	ELEVENTH DISTRICT	7/13/92 90.00
OWENS	JOHN C	POLICE OFFICER	NINTH DISTRICT	7/03/92 33.00
PACELLI	ANTHONY J	POLICE OFFICER	FIRST DISTRICT	5/18/92 337.00
PACYGA	NORMAN T	POLICE OFFICER	TWELFTH DISTRICT	10/23/92 150.00
PAJOWSKI	LAWRENCE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/02/92 1318.00
PAKULA	KENNETH	POLICE OFFICER	NINTH DISTRICT	11/21/92 550.05
PALUCH	JEROME	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/12/92 299.00
PARKER	THEODORE R	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	11/23/92 638.00
PARRILLO	CHARLES L	POLICE OFFICER	TWELFTH DISTRICT	10/22/92 271.00
PARUS	MARK J	POLICE OFFICER	SEVENTH DISTRICT	10/17/92 286.50

4/22/93

REPORTS OF COMMITTEES

31303

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

31304

JOURNAL--CITY COUNCIL--CHICAGO

4/22/93

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PATTON	TANYA L	POLICE OFFICER	FIRST DISTRICT	10/17/92 907.10
PAVIS	ANTHONY J	POLICE OFFICER	NINETEENTH DISTRICT	8/31/92 21.00
PEARSON	CHARLES	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	11/18/92 454.00
PENNY	NATHANIEL	POLICE OFFICER	SIXTH DISTRICT	9/19/92 378.20
PEREZ	HENRY E	POLICE OFFICER	TWELFTH DISTRICT	11/06/92 323.50
PETERSON	SUSAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/08/92 274.00
PHILLIPS	SAMELLA	POLICE OFFICER	TWENTIETH DISTRICT	10/03/92 1656.00
PIECHOCKI	JOHN M	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/22/92 462.00
PIKULA	DAVID A	POLICE OFFICER	SEVENTH DISTRICT	1/15/92 75.00
POMORSKI	THOMAS L	POLICE OFFICER	EIGHTH DISTRICT	11/22/92 466.40
PONTI	MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	10/12/92 150.00
QUENZEL	KATHLEEN A	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/08/92 142.00
RADZIK	GLENN M	POLICE OFFICER	OHARE LAW ENFORCEMENT	10/06/92 184.50
RAFA	BRUCE J	POLICE OFFICER	TWENTIETH DISTRICT	10/27/92 841.00
REYES JR	JUAN	POLICE OFFICER	FOURTEENTH DISTRICT	7/31/92 917.50
RICHLIK	BRUCE V	POLICE OFFICER	FOURTH DISTRICT	5/23/92 70.00
RIESCHE	WILLIAM	POLICE OFFICER	SEVENTEENTH DISTRICT	9/07/92 84.00
RINGO	ANTONIO	POLICE OFFICER	SIXTH DISTRICT	10/01/92 298.00
RIRDAN	JOHN D	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	10/13/92 739.17
RIVERA	JOSE	POLICE OFFICER	FOURTEENTH DISTRICT	9/06/92 110.00
RODGERS-GREEN	AUDREY	POLICE OFFICER	NINETEENTH DISTRICT	5/27/92 75.00
RODRIGUEZ	ANGELO	POLICE OFFICER	FOURTEENTH DISTRICT	6/05/92 90.00
RODRIGUEZ	NORBERTO	POLICE OFFICER	THIRTEENTH DISTRICT	4/21/92 576.00
ROLDAN	CHARLETTE S	POLICE OFFICER	FOURTEENTH DISTRICT	7/04/92 90.00
ROLLINS	ALLAN	POLICE OFFICER	SIXTH DISTRICT	10/10/92 407.15
ROSE	WILLIAM B	POLICE OFFICER	FOURTEENTH DISTRICT	8/16/92 256.75
ROSEMAN	DANNY L	POLICE OFFICER	UNKNOWN	10/02/92 830.00
RUBIN	HARVEY R	POLICE OFFICER	ELEVENTH DISTRICT	10/16/92 238.50
RUEHLMANN	WILLIAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/20/92 119.05
RUIZ	ANNETTE S	POLICE OFFICER	FOURTEENTH DISTRICT	10/04/92 728.80
RUIZ	IRENE	POLICE OFFICER	SIXTEENTH DISTRICT	6/02/92 46.00
RUIZ	IRENE	POLICE OFFICER	SIXTEENTH DISTRICT	9/30/92 23.00
RYAN	JOHN F	POLICE OFFICER	EIGHTEENTH DISTRICT	11/08/92 1220.80
RYAN	RICHARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/14/92 785.00
RYAN	THOMAS M	POLICE OFFICER	FIFTEENTH DISTRICT	11/02/92 389.89
SAFFOLD	JERRY	POLICE OFFICER	FIFTEENTH DISTRICT	10/27/92 2515.50
SAILER	THOMAS E	POLICE OFFICER	ENFORCEMENT SECTION	10/08/92 404.10
SANDERS	KIRKLAND K	POLICE OFFICER	FIFTH DISTRICT	6/13/87 225.00
SANDERS	LISA	POLICE OFFICER	THIRD DISTRICT	10/21/92 351.00
SANGSTER	JAMES	POLICE OFFICER	SEVENTH DISTRICT	10/07/92 257.10
SANTIAGO	ALVIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/08/92 185.50
SARAFIN	EDWARD	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/04/91 3226.00
SCALETTA	MICHAEL G	POLICE OFFICER	TWENTIETH DISTRICT	10/30/92 173.00
SCHAEFER	RUSSELL O	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/21/91 28.80
SCHMITT	WILLIAM	POLICE OFFICER	FOURTEENTH DISTRICT	10/04/92 567.00
SCULLY	ROBERT J	POLICE OFFICER	RECRUIT TRAINING	10/07/92 8544.79
SERAFINI	CYNTHIA A	POLICE OFFICER	NINETEENTH DISTRICT	5/08/91 2089.28
SERSHEN	JOHN D	POLICE OFFICER	TWENTIETH DISTRICT	10/05/92 693.90
SEUFERT	PETER N	POLICE OFFICER	EIGHTH DISTRICT	10/31/92 513.15

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SEYFERT	EUGENE	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/91 1360.00
SEYTON	HANSEL R	POLICE OFFICER	FOURTH DISTRICT	8/24/92 26.00
SHANAHAN	PATRICK J	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/31/92 86.00
SHIER	SHERI	POLICE OFFICER	SEVENTEENTH DISTRICT	9/10/92 30.00
SHUEY	CLARENCE R	POLICE OFFICER	NINETEENTH DISTRICT	12/02/91 41.00
SIEDLECKI	CHARLES	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/19/92 2006.05
SKOL	LARRY W	POLICE OFFICER	SENIOR CITIZENS SERVICE DIVISI	10/24/92 328.80
SMITH	JAMES	POLICE OFFICER	EIGHTEENTH DISTRICT	10/01/92 230.00
SMITH	TIMOTHY	POLICE OFFICER	SEVENTH DISTRICT	10/13/92 154.30
SMITH	WAYNE	POLICE OFFICER	ELEVENTH DISTRICT	3/20/92 36.00
SNIED	DENNIS J	POLICE OFFICER	SIXTEENTH DISTRICT	10/02/92 189.00
SOLNER	CARMELA	POLICE OFFICER	ELEVENTH DISTRICT	10/06/92 145.00
SOTAK	WILLIAM	POLICE OFFICER	EIGHTH DISTRICT	10/25/92 307.25
SOTO	LOUIS	POLICE OFFICER	TENTH DISTRICT	12/07/91 65.00
SPENCER	RONALD	POLICE OFFICER	FOURTH DISTRICT	10/29/92 265.00
SFRATTE	JAMES R	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/25/92 26.00
STACHULA	THOMAS J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/05/92 90.00
STAMPNICK	RAYMOND	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	6/05/92 22.75
STANCZYK	ARTHUR H	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/23/92 604.05
STANEK	MARY ANN	POLICE OFFICER	FIFTH DISTRICT	6/16/87 150.00
STEPHANY	RAYMOND	POLICE OFFICER	NINTH DISTRICT	10/10/92 286.00
STEPHANY	RAYMOND	POLICE OFFICER	NINTH DISTRICT	10/27/92 377.75
STEWART	LAWRENCE	POLICE OFFICER	RECRUIT TRAINING	4/15/82 7247.44
STOLL	CARL B	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/02/92 380.75
STRAZA	WAYNE M	POLICE OFFICER	NINTH DISTRICT	12/29/91 86.00
SULLIVAN	ANNE	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/06/92 358.00
SULLIVAN	DANIEL J	POLICE OFFICER	NINTH DISTRICT	9/10/76 211.00
SWEENEY	JOHN J	POLICE OFFICER	FIFTH DISTRICT	4/12/92 140.00
SYKES	ARTERRIO	POLICE OFFICER	SEVENTH DISTRICT	7/06/92 177.00
TAMBERLIN	DIANE	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/10/92 282.00
TAYLOR	ADOLPH E	POLICE OFFICER	TENTH DISTRICT	8/03/92 582.00
THOMAS	MARK T	POLICE OFFICER	FIFTEENTH DISTRICT	10/01/92 204.60
THOMPSON	WAYNE L	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/28/92 594.60
TIRADO	ROBERTO	POLICE OFFICER	THIRTEENTH DISTRICT	11/25/92 228.00
TRIBE	EDWARD C	POLICE OFFICER	THIRTEENTH DISTRICT	10/14/92 710.00
TUDRON	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/11/95 309.44
UTTER	DEBORAH D	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/25/92 587.00
UTTERBACK	EDWARD	POLICE OFFICER	MARINE UNIT	10/03/92 161.35
UTZ	JAMES	POLICE OFFICER	ENFORCEMENT SECTION	5/14/92 303.00
VALENTIN	JOE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/13/92 405.25
VANEK	EDWARD	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	6/05/92 95.00
VANNA	ROBERT	POLICE OFFICER	MARINE UNIT	8/03/92 90.00
VARGAS	FIDEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/02/92 222.50
VARGAS	FIDEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/27/92 300.63
VELEZ	LEO	POLICE OFFICER	FOURTEENTH DISTRICT	10/11/92 205.80
VICK	KIMBERLY	POLICE OFFICER	ELEVENTH DISTRICT	7/04/92 275.25
VINSON	ALEC	POLICE OFFICER	FIFTH DISTRICT	9/16/91 951.50
VOIGHT	IRENE	POLICE OFFICER	ENFORCEMENT SECTION	10/08/92 321.50
WACH	ROSEMARIE	POLICE OFFICER	EIGHTH DISTRICT	9/12/92 581.00

4/22/93

REPORTS OF COMMITTEES

31305

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

31306

JOURNAL--CITY COUNCIL--CHICAGO

4/22/93

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WAGNER DENNIS	POLICE OFFICER	ENFORCEMENT SECTION	10/19/92	595.50
WALDERA THOMAS	POLICE OFFICER	THIRTEENTH DISTRICT	1/03/92	70.00
WALICZEK EDWARD	POLICE OFFICER	TENTH DISTRICT	4/08/92	1336.60
WEAVER MICHAEL J	POLICE OFFICER	FIRST DISTRICT	11/14/92	19501.40
WEEKS JOEL R	POLICE OFFICER	TWELFTH DISTRICT	10/03/92	555.00
WENDLANDT JAMES W	POLICE OFFICER	NINTH DISTRICT	10/10/92	278.90
WERNER MARTIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/27/92	284.00
WIKSTEN JOHN L	POLICE OFFICER	SIXTH DISTRICT	1/21/86	145.00
WILLIAMS DERRICK	POLICE OFFICER	FOURTH DISTRICT	11/07/92	409.37
WILLIAMS STEPHANIE	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/08/92	35.00
WILLIAMSON JAMES	POLICE OFFICER	NINTH DISTRICT	10/04/92	708.00
WILLINGHAM DALE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/17/92	3986.76
WIMBERLY MYRON	POLICE OFFICER	RECRUIT TRAINING	12/13/90	1012.80
WOFFORD EDDIE J	POLICE OFFICER	FIFTH DISTRICT	9/11/92	28.80
WJJCIC ANTHONY T	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	7/23/92	22.00
WOLVERTON SUSAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/19/92	105.00
WRONKOWSKI ANTHONY R	POLICE OFFICER	SEVENTEENTH DISTRICT	10/31/92	334.00
YOUNG JAMES	POLICE OFFICER	TENTH DISTRICT	6/15/92	39.00
ZBIERALSKI RALPH	POLICE OFFICER	FIRST DISTRICT	10/04/92	1648.00
ZELAZIK EDMUND	POLICE OFFICER	NINTH DISTRICT	10/28/92	1332.50
ZENE RAYMOND T	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/04/86	900.00
ZULLO GREGORY	POLICE OFFICER	SEVENTEENTH DISTRICT	7/24/92	130.00
ZUREK GREGORY	POLICE OFFICER	THIRTEENTH DISTRICT	10/31/92	739.00
ANDERSON CATHY	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	12/08/87	180.00
ANDERSON JEROLD	DISTRICT COMMANDER	UNKNOWN	5/05/92	60.00
BIRD MICHAEL	FIREFIGHTER	TRUCK 21	8/29/92	220.00
BDATNER LEEMON	FIREFIGHTER	ENGINE COMPANY 73	4/14/87	1081.00
BOMBENGER THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85	4032.00
BORK LEE	ENGINEER	SQUAD 3	12/28/92	225.00
BUFORD GREGORY	FIREFIGHTER	ENGINE COMPANY 70	12/18/92	773.09
BURNS TERRY	FIREFIGHTER	ENGINE COMPANY 68	10/11/92	5953.00
CALES DAVID	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	580.00
CALVILLO ANTONIO	PARAMEDIC	AMBULANCE 34	12/13/92	521.20
CENITI STEFAN	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	10/29/92	242.75
CENITI STEFAN	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	8/11/92	72.00
CENTRACCHIO MICHAEL	FIREFIGHTER	SQUAD 5	12/23/92	2107.12
CHAMBERS DOREEN	PARAMEDIC	AMBULANCE 27	12/08/92	272.80
CHAVEZ JESUS J.	FIREFIGHTER	ENGINE COMPANY 23	9/10/92	47.00
CHEW GREGORY	FIREFIGHTER	ENGINE COMPANY 5	10/17/92	106.00
CISSAU RICHARD	FIREFIGHTER	UNKNOWN	11/27/92	315.00
COLEMAN VICKIE	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	12/09/92	1023.00
COLWELL THOMAS	PARAMEDIC	AMBULANCE 21	9/25/92	129.00
CRAVEN JEROME	ENGINEER	REPAIR SHOP	3/14/92	8204.25
DANZY MICHAEL	LIEUTENANT	ENGINE COMPANY 82	12/29/92	1615.10
JEAN-FIRREK JOANNE	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	12/09/92	2185.00
DEHLER ROBERT	FIREFIGHTER	ENGINE COMPANY 7	3/09/90	46.00
DEJESUS RAYMON	FIREFIGHTER	ENGINE COMPANY 91	12/13/92	395.00
DIETZ DAVID	FIREFIGHTER	TRUCK 25	12/23/92	561.94
DIRENZO RONALD	BATTALION CHIEF	UNKNOWN	12/21/92	359.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DWYER LUKE	LIEUTENANT	TRUCK 33	12/01/92	1351.00
EDWARDS TIM	FIREFIGHTER	TRUCK 8	12/01/92	435.00
EILAND ROBERT	FIREFIGHTER	TRUCK 40	10/18/92	20.00
FABRIZIO NICHOLAS	FIREFIGHTER	ENGINE COMPANY 83	12/16/92	44.00
FELICICCHIA JOSEPH	FIREFIGHTER	ENGINE COMPANY 63	9/02/92	1623.00
FITZGERALD RICHARD	CAPTAIN	ENGINE COMPANY 127	1/26/90	186.96
FLORES JOSE L.	LIEUTENANT	DISTRICT RELIEF 1	9/21/92	55.75
FOCH CRAIG	FIREFIGHTER	UNKNOWN	12/28/92	175.00
FOERTSCH PAUL	FIREFIGHTER	SQUAD 1	11/25/92	60.00
FOX RICHARD	LIEUTENANT	DISTRICT RELIEF 5	12/16/92	161.50
FRANCO JOHN	FIREFIGHTER	TRUCK 51	5/12/92	156.00
GALLAGHER GERALD	FIREFIGHTER	SQUAD 2	6/26/90	145.00
GARDLEY MAMIE	PARAMEDIC	AMBULANCE 15	12/08/91	6752.52
GAYER DIANE	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	12/09/91	1242.25
GILL NANCY	PARAMEDIC	UNKNOWN	11/02/92	51.00
GLOVER ANTHONY	FIREFIGHTER	UNKNOWN	12/12/92	100.00
GRASSMUCK SHARISSE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	12/27/92	349.50
GRAY WILBERT	FIREFIGHTER	TRUCK 24	11/16/92	1561.75
GREENE BRIAN	FIREFIGHTER	TRUCK 34	12/04/92	333.00
GUZZARDO JOSEPH	PARAMEDIC	AMBULANCE 43	11/20/92	1839.90
HARDIN KENNETH	FIREFIGHTER	TRUCK 27	10/23/92	103.00
HARRINGTON MICHAEL	ENGINEER	EMS DISTRICT 4 HEADQUARTERS &	7/25/91	1157.00
HAUSER ROY	FIREFIGHTER	TRUCK 31	5/04/84	137.50
HEETER JOHN T	FIREFIGHTER	ENGINE COMPANY 54	8/09/92	119.00
HICKS KEVIN	FIREFIGHTER	TRUCK 20	12/05/92	390.40
HILL MICHAEL	LIEUTENANT	DISTRICT RELIEF 5	10/06/92	620.70
HOWARD RAYMOND	FIREFIGHTER	TRUCK 22	12/20/92	971.26
HUERTAS RAYMOND	FIREFIGHTER	ENGINE COMPANY 113	12/19/92	647.00
HUGEL HENRY	PARAMEDIC	UNKNOWN	12/17/92	154.50
HUGEL HENRY	PARAMEDIC	UNKNOWN	10/21/92	303.50
HUGHES HARRY	FIREFIGHTER	TRUCK 20	12/30/92	384.00
JACKSON JOHN	PARAMEDIC	UNKNOWN	12/31/92	55.00
JIMENEZ LUIS	FIREFIGHTER	TRUCK 15	5/15/92	423.50
JOHNSON OLIVER	LIEUTENANT	ENGINE COMPANY 35	9/08/92	1840.10
JONES CAROL	FIREFIGHTER	ENGINE COMPANY 117	12/06/92	1775.00
JONES ERIC	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	4/14/92	302.79
KALLIS DEAN	PARAMEDIC	UNKNOWN	12/01/92	449.00
KANE LAWRENCE	FIREFIGHTER	TRUCK 29	12/21/92	477.50
KEIFER-KNAPP EILEEN	PARAMEDIC	AMBULANCE 9	12/10/92	463.51
KENNEY-PEREZ LORI	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	12/31/91	1473.00
KING PATRICK	PARAMEDIC	AMBULANCE 18	9/19/92	2049.20
KING WILLIAM	PARAMEDIC	AMBULANCE 19	12/03/92	359.00
KINNEAR BRIAN	FIREFIGHTER	ENGINE COMPANY 124	4/24/92	355.00
KOSMOSKI KENNETH	PARAMEDIC	AMBULANCE 3	10/25/92	39.00
KOSTOLANSKY ROBERT	FIREFIGHTER	ENGINE COMPANY 64	11/05/92	1493.30
KOWNACKI JOHN W	ENGINEER	DISTRICT RELIEF 2	11/27/92	274.00
KRAHN KEVIN	LIEUTENANT	DISTRICT RELIEF 6	12/23/92	440.00
KRICHIVER MARK	PARAMEDIC	AMBULANCE 42	12/24/92	179.50
LACHOWICZ THEODORE	FIREFIGHTER	UNKNOWN	2/25/92	608.55

4/22/93

REPORTS OF COMMITTEES

31307

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LANDEEN	RONALD	FIREFIGHTER	UNKNOWN	12/30/91 140.00
LASCO	SAMUEL	FIREFIGHTER	TRUCK 58	2/01/85 428.00
LAVIN	OWEN	LIEUTENANT	ENGINE COMPANY 64	6/24/92 10307.71
LIMBEROPOULOS	JOHN	PARAMEDIC	AMBULANCE 25	5/12/92 28.00
LOMAX	DOMDIEGO	FIREFIGHTER	ENGINE COMPANY 98	8/13/91 50.00
LUKACS	HENRY	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	12/07/92 613.50
LUNZ	JOHN	PARAMEDIC	AMBULANCE 18	6/29/92 55.00
MARINOS	LESLIE	PARAMEDIC	AMBULANCE 4	12/31/92 180.00
MASON	HEIDI	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	10/16/92 2043.00
MAY	SULLIVAN	FIREFIGHTER	TRUCK 58	12/31/92 354.50
MCBRIDE	EUGENE	LIEUTENANT	UNKNOWN	1/08/90 25.00
MCCLUNG	EDWARD	LIEUTENANT	ENGINE COMPANY 32	11/25/90 95.00
MCCOY	ERIC L	FIREFIGHTER	ENGINE COMPANY 122	9/04/92 46.00
MCCULLOUGH	RODNEY	FIREFIGHTER	TRUCK 25	12/18/92 2249.97
MCCURRIE-ZOUBEK	MARY	PARAMEDIC	AMBULANCE 41	12/26/92 168.00
MCCURRIE-ZOUBEK	MARY	PARAMEDIC	AMBULANCE 41	12/17/92 154.50
MCKINNIS	MICHAEL	PARAMEDIC	AMBULANCE 14	12/02/92 1101.00
MCNAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71 167.30
MEDINA	JORGE	PARAMEDIC	AMBULANCE 6	12/15/92 1378.00
METROPULOS	GEORGE G	LIEUTENANT	ENGINE COMPANY 113	9/23/92 2462.75
MICHI	RONALD	FIREFIGHTER	ENGINE COMPANY 55	12/09/92 1436.00
MILLER	ELSBETH	PARAMEDIC	AMBULANCE 3	5/11/92 15.00
MILLER	ELSBETH	PARAMEDIC	AMBULANCE 3	11/13/92 2785.00
MILLER	JAMES H	CAPTAIN	TRUCK 45	3/16/92 657.60
MROZEK	JAMES	FIREFIGHTER	ENGINE COMPANY 110	12/29/92 742.00
MURPHY	THOMAS	FIREFIGHTER	BATTALION 16	4/29/91 1240.00
NEIDENBACH	STEVE	FIREFIGHTER	SQUAD 2	12/13/92 336.25
NIEGO	CHARLES T	FIREFIGHTER	TRUCK 18	12/08/92 183.50
NITAHARA	CHERYL	PARAMEDIC	TRUCK 41	10/24/91 1826.00
OBOIKOVITZ	JOHN	FIREFIGHTER	UNKNOWN	12/10/92 572.90
OBOYLE	JAMES	PARAMEDIC	AMBULANCE 10	12/07/92 369.34
OCONNELL	THOMAS	FIREFIGHTER	TRUCK 18	11/27/92 483.00
O'Neill	PHILIP	CAPTAIN	TRUCK 40	12/19/92 946.30
OTOOLE	TIMOTHY	FIREFIGHTER	ENGINE COMPANY 162	12/03/92 882.20
OTTO	BRIAN	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	8/12/92 290.00
OWENS	JOSEPH T	FIREFIGHTER	ENGINE COMPANY 121	10/14/92 8765.67
PARSONS	LINDA	FIREFIGHTER	TRUCK 34	10/27/92 145.20
PETRAT	HORST	FIREFIGHTER	TRUCK 39	12/10/92 197.50
PETRUZZI	CHARLES	FIREFIGHTER	TRUCK 53	11/24/92 348.00
PIWINSKI	LINDA	PARAMEDIC	AMBULANCE 48	10/24/92 2541.00
PONTI	PATRICK	FIREFIGHTER	ENGINE COMPANY 57	11/28/92 150.00
PORTER	JEFF	FIREFIGHTER	TRUCK 36	12/25/92 941.75
POTESAK	WAYNE	ENGINEER	UNKNOWN	7/24/92 5757.00
POWELL	CURTIS	POLICE OFFICER	DISTRICT RELIEF 1	12/02/92 206.00
POWER	THOMAS	FIREFIGHTER	ENGINE COMPANY 76	2/10/92 65.00
PREHM	FRANK	LIEUTENANT	ENGINE COMPANY 49	6/03/92 50.00
PRICE	JAMES	FIREFIGHTER	TRUCK 44	10/05/92 86.00
FUGH	ARNELL	FIREFIGHTER	TRUCK 58	1/14/92 4839.95
RABIELA	GEORGE	CAPTAIN	DISTRICT RELIEF 1	12/29/92 480.31

31308

JOURNAL--CITY COUNCIL--CHICAGO

4/22/93

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RASKE	SCOTT	FIREFIGHTER	TRUCK 37	12/06/92 170.00
RENDA	JOSEPH	FIREFIGHTER	SQUAD 1	7/17/91 394.50
RIMAGALE	RONALD	FIREFIGHTER	UNKNOWN	5/26/92 50.00
ROMEO	JOSEPH	FIREFIGHTER	UNKNOWN	11/06/92 177.00
RUDEL	RICHARD	PARAMEDIC	AMBULANCE 45	11/29/91 28.50
RYAN	JAMES	FIREFIGHTER	ENGINE COMPANY 47	11/25/92 524.00
SARHAGE	JOHN	FIREFIGHTER	TRUCK 37	11/29/92 108.00
SCANNELL	JOHN	FIREFIGHTER	ENGINE COMPANY 100	11/03/92 10346.78
SCHMIDT	KENNETH	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	12/21/92 344.95
SEEBAUER	THOMAS	PARAMEDIC	AMBULANCE 26	11/30/92 1234.84
SEMERAU	SHERI	PARAMEDIC	AMBULANCE 41	8/13/92 1844.00
SHANNON	CATHERINE	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	12/24/92 422.00
SHMERL	DAVID	FIREFIGHTER	TRUCK 2	11/03/92 80.00
SIMS	DAVID	FIREFIGHTER	ENGINE COMPANY 120	12/07/91 577.00
SMAGACZ	FRANK	PARAMEDIC	AMBULANCE 41	12/14/92 392.00
SMITH	ROBERT	FIREFIGHTER	ENGINE COMPANY 114	10/13/92 1663.00
SOBECK	BRIAN	PARAMEDIC	AMBULANCE 20	11/27/90 255.00
SOMMER	DEBORAH	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS & R	12/25/92 674.28
SOSO	RICHARD	PARAMEDIC	UNKNOWN	2/09/92 202.00
STACK	PATRICK	ENGINEER	UNKNOWN	12/22/92 180.75
STEDMAN	JAMES	LIEUTENANT	ENGINE COMPANY 95	12/19/92 341.70
STEINER	WILLIAM	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	11/22/92 1609.43
STEWART	JESSIE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85 17666.27
SZALA-LAFORTE	DIANE	PARAMEDIC	AMBULANCE 38	10/13/92 70.40
SZALA-LAPORTE	DIANE	PARAMEDIC	AMBULANCE 38	11/12/92 1751.00
SZCZEPANIAK	DENNIS	FIREFIGHTER	ENGINE COMPANY 23	10/08/92 1196.00
TALLEY	CHARLEE	PARAMEDIC	AMBULANCE 23	11/29/92 586.35
TERZICH	ROBERT	ENGINEER	UNKNOWN	1/07/91 525.00
THOMAS	DAVID	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	12/12/92 974.00
TOMASELLO	ALAN	PARAMEDIC	UNKNOWN	12/01/92 252.85
TOURE	KUBLAI	FIREFIGHTER	ENGINE COMPANY 19	3/20/92 326.00
TOWNSEND	JANICE	FIREFIGHTER	ENGINE COMPANY 7	11/24/92 23.00
TRACY	WAYNE	PARAMEDIC	UNKNOWN	8/12/92 472.00
TRAGOS	NICHOLAS	ENGINEER	ENGINE COMPANY 60	11/23/92 561.00
TRENCH	TIMOTHY	FIREFIGHTER	TRUCK 20	5/07/92 1776.00
TRIGO JR	ALFREDO	PARAMEDIC	AMBULANCE 34	11/27/92 233.00
WALLACE	DORIS	PARAMEDIC	AMBULANCE 37	12/16/92 337.78
WALLACE	DORIS	PARAMEDIC	AMBULANCE 37	12/10/92 475.29
WALSH	GREGG	FIREFIGHTER	ENGINE COMPANY 83	11/22/92 189.90
WIETLESPACH	PATRICK	FIREFIGHTER	TRUCK 28	12/13/92 338.80
WILLIAMS	ANTHONY	FIREFIGHTER	ENGINE COMPANY 22	4/14/89 80.00
WILLIAMS	HERBERT	LIEUTENANT	TRUCK 26	4/08/92 225.70
WILSON	DAVID	FIREFIGHTER	TRUCK 24	6/18/92 127.00
WILSON	RODNEY	FIREFIGHTER	ENGINE COMPANY 122	9/01/92 64.00
WINBUSH	THADDEUS	FIREFIGHTER	ENGINE COMPANY 120	12/01/92 3001.00
WOLLSCHIED	DANIEL	PARAMEDIC	AMBULANCE 27	1/25/92 282.20
WOODS	MARLOW	FIREFIGHTER	ENGINE COMPANY 113	9/08/92 180.00
WRATSCHKO	ROBERT	CAPTAIN	ENGINE COMPANY 16	2/23/92 239.00
YOUNG	GARRY	FIREFIGHTER	ENGINE COMPANY 102	5/14/92 1818.00

4/22/93

REPORTS OF COMMITTEES

31309



CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ZAMBELLO	PARAMEDIC	AMBULANCE 44	10/14/92	2178.00
ZANGE	PARAMEDIC	AMBULANCE 46	10/23/92	5228.00
ZIEN	PARAMEDIC	AMBULANCE 20	8/20/87	74.39

(Continued from page 31297)

the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

; 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 31312  
through 31314 of this Journal.]

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**AUTHORIZATION FOR INSTALLATION OF RESIDENTIAL  
POST LIGHTS AT SPECIFIED LOCATIONS.**

The Committee on Finance submitted the following report:

(Continued on page 31315)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBERTI	PAUL J	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/92 1832.00
ALDRIDGE	JENNIFER	POLICE OFFICER	SEVENTH DISTRICT	9/20/92 118.00
ARTIS	ANTONIO	POLICE OFFICER	SEVENTH DISTRICT	11/03/92 130.00
BARNHILL	GORDON	POLICE OFFICER	AUTO THEFT SECTION	10/06/92 115.50
BOLGER	SCOTT	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/92 470.00
BRENNAN	MICHAEL T	POLICE OFFICER	FIRST DISTRICT	7/28/90 530.00
BROGAN	JAMES W	POLICE OFFICER	FIRST DISTRICT	8/05/92 60.00
BROWN	OCIE L	POLICE OFFICER	FIFTEENTH DISTRICT	10/24/92 1265.70
BURMISTRZ	PAMELA	POLICE OFFICER	FIRST DISTRICT	10/08/92 11.00
BURNS	GLORIA	POLICE OFFICER	SIXTEENTH DISTRICT	11/02/92 535.00
BURRELL	RONALD A JR	POLICE OFFICER	THIRD DISTRICT	11/19/92 236.00
CALLAGHAN	BARBARA J	POLICE OFFICER	NINTH DISTRICT	11/17/92 987.50
COLLINS	MICHAEL S	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/01/92 388.80
CONTANT	RICHARD	POLICE OFFICER	SENIOR CITIZENS SERVICE DIVISI	10/18/79 214.00
COZZO	SAM P	POLICE OFFICER	SEVENTEENTH DISTRICT	9/15/92 199.00
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87 21439.75
CWYNAR	WALTER	POLICE OFFICER	SIXTEENTH DISTRICT	10/18/91 60.00
DEANGELES	PHILIP	POLICE OFFICER	UNKNOWN	7/29/92 190.75
DUNLAP	CLAUDE L	POLICE OFFICER	SECOND DISTRICT	10/08/92 889.49
ELARDE	BARBETTE	POLICE OFFICER	FIFTEENTH DISTRICT	10/10/92 373.50
FERNANDES	EMMA	POLICE OFFICER	FIFTH DISTRICT	10/17/92 6018.20
FINDOCCHIO	ANTHONY D	POLICE OFFICER	NINETEENTH DISTRICT	7/09/92 6562.65
FLEMING	SHARON	POLICE OFFICER	UNKNOWN	8/15/92 714.00
FREELON	CHERYL N	POLICE OFFICER	SEVENTH DISTRICT	9/20/92 118.00
GARCIA	FERNANDO	POLICE OFFICER	TWELFTH DISTRICT	11/13/92 3825.75
GIAMBALVO	ROSEMARIE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/07/92 6071.65
GORDON	ANDREA R	POLICE OFFICER	SECOND DISTRICT	7/13/92 125.50
GREER	HOWARD T	POLICE OFFICER	FIFTEENTH DISTRICT	10/10/92 513.50
GRIFFIN	CLIFFORD L	POLICE OFFICER	THIRD DISTRICT	10/10/92 1181.00
HAMILTON	NATHAN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/26/92 739.00
HANLEY	JAMES E	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/14/92 2568.00
HARRIS	CHARLESTON	POLICE OFFICER	THIRD DISTRICT	11/19/92 1564.61
HAYES	MAUREEN A	POLICE OFFICER	EIGHTH DISTRICT	10/07/92 741.75
HERNANDEZ	FAUL	POLICE OFFICER	ELEVENTH DISTRICT	11/27/92 844.28
HEYN	RAYMOND D	POLICE OFFICER	THIRTEENTH DISTRICT	2/21/92 60.00
HOFFMANN	JEFFERY A	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/27/91 28.00
HOWARD	VICTOR T	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	3/29/83 300.00
JOHNSON	FOREST L	POLICE OFFICER	THIRD DISTRICT	9/29/92 110.00
JOSEPHS	KENNETH W	POLICE OFFICER	EIGHTH DISTRICT	10/24/87 120.00
KELLY	BERNARD K	POLICE OFFICER	SECOND DISTRICT	2/29/92 242.80
KIRK	JOSEPH	POLICE OFFICER	NINTH DISTRICT	6/01/84 1950.00
LABOY	HERNAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/29/92 820.50
MAGLAYA-GARCIA	JUDITH	POLICE OFFICER	TWENTIETH DISTRICT	12/25/91 55.00
MANNING	MARVIN	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/01/92 7545.00
MARTINEZ	LINDA M	POLICE OFFICER	NINTH DISTRICT	11/14/92 696.55
MAYER	GLEN F	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/12/92 880.00
MAZIARKA	JAMES E	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/05/92 2749.00
MCCARTHY	MARGUERITE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/10/92 4399.00
MCKENZIE	CHARLES	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	9/14/92 1089.75

31312

JOURNAL--CITY COUNCIL--CHICAGO

4/22/93

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MICHAELS	JAMES V	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/18/92 153.40
MILLER	RENITA J	POLICE OFFICER	SECOND DISTRICT	10/08/92 1827.00
MILLER	STEVEN W	POLICE OFFICER	FIFTEENTH DISTRICT	10/16/92 298.00
MOHEDANO	ROBERTO	POLICE OFFICER	FOURTEENTH DISTRICT	8/29/92 150.00
MOHEDANO	ROBERTO	POLICE OFFICER	FOURTEENTH DISTRICT	10/31/92 567.20
MOORE	KENNETH	POLICE OFFICER	FOURTEENTH DISTRICT	10/05/92 1186.00
MORIARTY	KEVIN D	POLICE OFFICER	FOURTEENTH DISTRICT	10/20/92 308.20
MORRISSEY	MARGARET MARY	POLICE OFFICER	THIRTEENTH DISTRICT	10/14/92 480.00
MULLIGAN	NANCY J	POLICE OFFICER	EIGHTH DISTRICT	10/07/92 189.40
NAUDEN	EMMA J	POLICE OFFICER	SEVENTH DISTRICT	10/08/92 707.55
NELSON	KATHLEEN	POLICE OFFICER	FOURTEENTH DISTRICT	8/21/92 150.00
NICKLE	FREDERICK J	POLICE OFFICER	TWELFTH DISTRICT	6/25/92 118.00
NOWAK	DENNIS F	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/03/92 62.00
DBARTUCH	RICHARD E	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/04/92 226.25
ORTIZ	JORGE	POLICE OFFICER	TWELFTH DISTRICT	9/07/92 449.50
PANICO	JOSEPH	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/17/91 68.00
PARISI	AMIE	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	9/15/92 1336.00
PATERNO	CHRISTOPHER J	POLICE OFFICER	RECRUIT TRAINING	9/03/92 2278.00
PAVIS-SCOTT	JANICE	POLICE OFFICER	TWENTIETH DISTRICT	11/06/92 887.55
PENA	TAMMIE A	POLICE OFFICER	THIRTEENTH DISTRICT	10/15/92 1863.50
PEREZ	JOSEPH H	POLICE OFFICER	NINTH DISTRICT	9/10/92 3151.35
POVILAITIS	BARBARA J	POLICE OFFICER	UNKNOWN	10/15/92 370.20
PRIETO	ANGELA M	POLICE OFFICER	NINETEENTH DISTRICT	10/13/92 135.00
RAPIER	ROSIE	POLICE OFFICER	THIRD DISTRICT	10/15/92 2331.00
REDDING	PATRICIA A	POLICE OFFICER	FOURTEENTH DISTRICT	10/16/92 2903.50
RIVERA	JOAQUIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/18/92 67.00
ROBERTS	JOHN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/26/92 340.00
RODRIGUEZ	CARLOS A	POLICE OFFICER	THIRTEENTH DISTRICT	7/13/91 28.80
RODRIGUEZ	THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/92 17607.20
ROMANO	GEORGE R	POLICE OFFICER	SIXTEENTH DISTRICT	10/14/92 843.49
RUCK	WILLIAM K	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/26/92 466.00
RUIZ	FELIX	POLICE OFFICER	FOURTEENTH DISTRICT	4/21/92 45.00
SAMANAS	VERONICA	POLICE OFFICER	FIRST DISTRICT	10/16/92 448.00
SANCHEZ	DANIEL	POLICE OFFICER	FOURTEENTH DISTRICT	10/15/92 511.80
SHERWELL	PHILLIP	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/27/92 180.00
SIMPSON	LARRY L	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	3/05/92 379.00
SNYDER	FREDERICK	POLICE OFFICER	TWENTIETH DISTRICT	7/10/92 150.00
SOTO	LOUIS	POLICE OFFICER	TENTH DISTRICT	6/20/92 45.00
SOWINSKI	ROGER M	POLICE OFFICER	TWELFTH DISTRICT	6/24/89 129.00
SWANSON	KATHLEEN	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	3/18/92 1128.50
TAKAKI	MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	10/05/92 268.00
TROCHE	RANDY D	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/90 166.65
VALLS	JESSE S	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/11/90 5765.05
VELEZ	LEO	POLICE OFFICER	FOURTEENTH DISTRICT	10/15/92 1555.40
VILLASANA	ALMA	POLICE OFFICER	TWELFTH DISTRICT	8/30/92 148.50
WALCZAK	THEODORE J	POLICE OFFICER	INTERSECTION CONTROL UNIT	12/17/91 24.00
WASHINGTON	LEN	POLICE OFFICER	FIFTH DISTRICT	10/17/92 1164.40
WASIK-BOMOLSKI	CHRISTINE A	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/01/92 20907.35
CRAWFORD	WILLIAM	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	7/20/87 45.00

4/22/93

REPORTS OF COMMITTEES

31313

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/22/93

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DWYER	FIREFIGHTER	TRUCK 33	9/09/92	16104.00
GUZICK	ENGINEER	ENGINE COMPANY 49	2/15/91	1710.00
HANNON	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	12/19/92	600.85
HARRIS	FIREFIGHTER	TRUCK 15	1/31/89	958.66
JONES	ENGINEER	ENGINE COMPANY 116	9/28/92	276.00
LORENZ	FIREFIGHTER	ENGINE COMPANY 68	12/18/92	3551.50
MASON	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	12/28/92	504.00
ROBINSON	PARAMEDIC	AMBULANCE 15	12/28/92	341.20

(Continued from page 31311)

CHICAGO, April 22, 1993.

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

Your Committee on Finance, having had under consideration two (2) orders introduced by Alderman Steele authorizing the issuance of all necessary permits free of charge for the installation of residential post lights for the 9700 South Prairie Avenue Block Club and the 9800 South Forest Avenue Block Club, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

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

*9700 Block Of South Prairie Avenue.*

*Ordered,* That the Commissioner of Transportation is hereby authorized and directed to issue the necessary permit, free of charge, notwithstanding other ordinances, to the 9700 South Prairie Avenue Block Club, for the installation of residential post lights in front of their homes in the 9700 block of South Prairie Avenue, both sides.

*9800 Block Of South Forest Avenue.*

*Ordered,* That the Commissioner of Transportation is hereby authorized and directed to issue the necessary permit, free of charge, notwithstanding other ordinances, to the 9800 South Forest Avenue Block Club, for the installation of residential post lights in front of their homes in the 9700 block of South Forest Avenue, both sides.

**AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS  
REFUNDS, COMPENSATION FOR PROPERTY  
DAMAGE, ET CETERA.**

The Committee on Finance submitted the following report:

CHICAGO, April 22, 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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

*Damage To Property.*

*Department Of Sewers:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Joseph M. Baffoe 10420 South Seeley Avenue Chicago, Illinois 60643	9/9/92 10420 South Seeley Avenue	\$4,000.00



*Damage To Vehicle.*

*Department Of Sewers:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
City of Chicago, Bureau of Parking, in care of Collins 7025 South Crandon Avenue Chicago, Illinois 60649	10/18/91 1650 West Van Buren Street	\$ 70.00 ***
Daniel Michael Davis 9314 South Oakley Boulevard Chicago, Illinois 60620	8/18/91 9315 South Claremont Avenue	1,776.85 30.00**
Edward H. Koehler 4430 North Artesian Avenue Chicago, Illinois 60625	3/20/92 120 West Madison Street	800.00

*Personal Damage.*

*Department Of Streets And Sanitation/Bureau Of Electricity:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Marion Green 142 Tupelo Drive Naperville, Illinois 60540	12/5/92 628 North Michigan Avenue	\$612.75

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\*\* To City of Chicago, Bureau of Parking

\*\*\* Latrice R. Hudson

*Personal Damage.*

*Department Of Streets And Sanitation/Bureau Of Sanitation:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Elena and Lynn Cohn 1350 North Astor Street Chicago, Illinois 60611	5/31/92 East Division Street and North Stone Street	\$263.50

*Damage To Property.*

*Department Of Streets And Sanitation/Bureau Of Sanitation:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Beatrice Preissler 6637 South Kolin Avenue Chicago, Illinois 60629	9/29/92 6637 South Kolin Avenue	\$1,868.49

*Damage To Vehicle.*

*Department Of Streets And Sanitation/Bureau Of Sanitation:  
Account Number 300-99-2005-0934-0934.*

Name And Adress	Date and Location	Amount
David S. Berry 315 Nellie Court Glenview, Illinois 60025	1/11/92 West Fullerton Avenue and Kennedy Expressway	\$1,063.65

Name And Adress	Date and Location	Amount
Janet L. Borden 2465 West Pensacola Avenue Chicago, Illinois 60618	2/1/92 South Lake Shore Drive and East 39th Street	\$ 472.00 80.00**
Thomas G. Dobry 2156 North Racine Avenue Apartment 2 Chicago, Illinois 60614	12/20/91 During towing	290.00 50.00**
Kristin Margaret Muschott 607 North Franklin Street Hinsdale, Illinois 60521	3/18/92 West Touhy Avenue just past North Kedzie Avenue	450.00
Barbara and Tom Riley and American Family Ins. Co. Cl. 561-038105 1501 Woodfield Road Suite 200 Schaumburg, Illinois 60195	6/5/91 4300 West Diversey Avenue	440.00
Rafael Rodriguez 3430 West Drummond Place Chicago, Illinois 60647	12/1/92 During towing	244.15 25.00**
Christine M. Smyth 1206 Woodside Road LaGrange Park, Illinois 60525	5/17/92 During towing	270.00
George G. Stalling 667 West 39th Place Gary, Indiana 46408	6/12/92 During towing	715.00
David Andrew White 1010 West Altgeld Street Apartment 4 Chicago, Illinois 60614	7/5/91 During towing	1,000.00

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\*\* To City of Chicago, Bureau of Parking

	Number	Amount
Total Payments:	20	\$14,521.39
Total Split Claims:	4	255.00
Total Claims:	16	14,267.39

; 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	Location	Amount
Jose M. Velazquez 2725 West 43rd Street Chicago, Illinois 60632	3/15/90 to 11/7/91 2725 West 43rd Street	\$400.00
Baxter Stewart 5005 South Wood Street Chicago, Illinois 60609	6/6/90 to 9/26/91 5005 South Wood Street	400.00
E. Tufek c/o M. Erturk 6137 West Diversey Avenue Chicago, Illinois 60639	3/5/91 to 5/1/91 6137 West Diversey Avenue	400.00
Young's Rentals 1824 East 79th Street Chicago, Illinois 60649	5/13/91 to 5/6/92 7415 -- 7417 South Colfax Avenue	400.00
Lorraine Outlaw 3239 West Hirsch Street Chicago, Illinois 60651	7/21/89 to 4/10/90 3239 West Hirsch Street	398.06
Chris Bambulas 2801 West Chicago Avenue Chicago, Illinois 60622	5/8/91 to 7/2/91 2803 West Chicago Avenue	400.00
Walter Bijak 3518 North New England Avenue Chicago, Illinois 60634	4/8/91 to 6/11/91 7734 West Belmont Avenue	210.25

Name And Address	Location	Amount
Gabino Perez 3144 South Lawndale Avenue Chicago, Illinois 60623	5/4/90 to 8/28/91 3144 South Lawndale Avenue	\$ 400.00

; 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	Location	Amount
Caputo Varelli 1503 West Taylor Street Chicago, Illinois 60607	5/10/91 to 9/4/91 1503 West Taylor Street	\$283.05
Lapecer and Irora Brooks 7249 South Indiana Avenue Chicago, Illinois 60619	8/20/90 to 8/15/91 4934 South Princeton Avenue	400.00
American United Trans. Orgn. Attn: LEBS Enterprises 823 South Western Avenue Chicago, Illinois 60612	1/3/90 to 4/4/90 823 South Western Avenue	400.00
William and Rebecca Hopkins P. O. Box 9106 Downers Grove, Illinois 60515	1/31/91 to 6/3/91 7707 -- 7709 South Essex Avenue	400.00
Maria Gudanowski 3820 West Schubert Avenue Chicago, Illinois 60647	7/9/91 to 8/29/91 3820 West Schubert Avenue	400.00
Harry George Moore 4338 West 21st Street Chicago, Illinois 60623	1/17/90 to 5/14/91 1643 South Millard Avenue	400.00
Chuk Yung Lee 3720 South Union Avenue Chicago, Illinois 60609	12/5/90 to 6/5/91 3720 South Union Avenue	239.44

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS  
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to 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 Number 100-99-2005-0939-0939:

[List of claimants printed on pages 31325 through 31328 of this Journal.]

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AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN  
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 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 31329)

CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
 REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 4/22/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE		AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON LAKE SHORE EAST	28	ANNUAL	91	1,323.00	HELEN SHILLER	46
ADDISON LAKE SHORE WEST	28	ANNUAL	91	1,323.00	HELEN SHILLER	46
ALTA VISTA CONDOMINIUM	59	ANNUAL	91	4,020.00	HELEN SHILLER	46
ARTESIAN GARDENS CONDO ASSOC	9	ANNUAL	91	675.00	BERNARD L. STONE	50
AUSTIN MANOR CONDO ASSOC.	16	ANNUAL	91	1,200.00	PATRICK J. LEVAR	45
BLACKSTONE COURT CONDOMINIUM	13	ANNUAL	91	975.00	LAWRENCE S BLOOM	05
CAMPUS COMMONS CONDOMINIUM	44	ANNUAL	91	1,386.00	LAWRENCE S BLOOM	05
CLAREMONT NORTH CONDOMINIUMS	32	SEMI-ANNUAL	91	780.00	BERNARD L. STONE	50
CORNELL VILLAGE TOWER CONDO.	148	ANNUAL	91	8,280.00	TONI . FRECKWINKLE	04
DEARBORN TERRACE CONDO. ASSN.	16	ANNUAL	91	1,200.00	BURTON F. NATARUS	42
DORAL SOUTH CONDOMINIUM ASSN.	60	ANNUAL	91	1,848.00	WILLIAM M. BEAVERS	07
EAST LAKEVIEW TOWNHOUSE ASSN.	8	ANNUAL	91	600.00	BERNARD J. HANSEN	44
EVERETT CONDO ASSOC.	15	ANNUAL	91	1,125.00	LAWRENCE S BLOOM	05
FARWELL BEACH CONDO ASSOC.	31	ANNUAL	91	1,897.20	JOE MOORE	49
FITCH PARK CONDOMINIUM ASSN.	30	ANNUAL	91	1,330.00	BERNARD L. STONE	50
FOSTER TERRACE CONDOMINIUM	11	ANNUAL	91	825.00	PATRICK J. LEVAR	45
GALEWOOD NORTH CONDOMINIUMS	12	ANNUAL	91	900.00	WILLIAM JF BANKS	36
GALEWOOD SOUTH CONDOMINIUM	12	ANNUAL	91	900.00	WILLIAM JF BANKS	36
GENESIS II HOUSING COOPERATIVE	27	ANNUAL	91	1,500.00	LAWRENCE S BLOOM	05
GRANVILLE SYNDICATE	6	ANNUAL	91	450.00	JOE MOORE	49
GRANVILLE TOWERS CONDO. ASSOC.	154	ANNUAL	91	5,100.00	MARY ANN SMITH	48
GROVE CONDO ASSOCIATION	10	ANNUAL	91	750.00	LORRAINE L DIXON	08
HANFORD TOWER CONDO ASSOC.	135	SEMI-ANNUAL	91	2,970.00	EDWIN W.. EISENDRATH	43
HARLEM MANOR CONDO	8	ANNUAL	91	600.00	WILLIAM JF BANKS	36
JEFFERSON HOUSE CONDO ASSOC.	20	ANNUAL	91	1,500.00	THOMAS W. CULLERTON	38
JEFFERSONIAN CONDOMINIUM ASSOC.	12	ANNUAL	91	900.00	PATRICK J. LEVAR	45
KENNELLY SQUARE CONDO ASSOC.	268	SEMI-ANNUAL	91	5,700.00	EDWIN W.. EISENDRATH	43
KEYSTONE GARDENS CONDO #2	24	ANNUAL	91	1,800.00	PATRICK J. LEVAR	45
L'AVUIR CONDOMINIUM ASSOC.	27	ANNUAL	91	2,025.00	BRIAN G. DOHERTY	41
LUNT COURT CONDOMINIUM ASSN.	42	ANNUAL	91	3,150.00	JOE MOORE	49
MASON TERRACE CONDOMINIUM	18	ANNUAL	91	1,350.00	PATRICK J. LEVAR	45
NORTHWEST POINT CONDO ASSOC.N.	42	ANNUAL	91	3,150.00	BRIAN G. DOHERTY	41
ORCHARD GARDENS CONDO. ASSN.	8	ANNUAL	91	600.00	EDWIN W.. EISENDRATH	43
PARK PLACE III CONDO ASSOC.	18	ANNUAL	91	1,104.00	THOMAS W. MURPHY	18
PIERRE CONDOMINIUM ASSOCIATION	102	ANNUAL	91	7,322.71	EDWIN W.. EISENDRATH	43
ROSCOE WOODS CONDOMINIUM	28	ANNUAL	91	2,100.00	BURTON F. NATARUS	42
ROYDON MANOR CONDOMINIUM	18	ANNUAL	91	1,110.00	PATRICK J. LEVAR	45
SEELEY NORTH CONDO. ASSN.	6	ANNUAL	91	450.00	JOE MOORE	49
SHERWIN ON THE LAKE CONDO.	118	ANNUAL	91	3,344.00	JOE MOORE	49
SOUTH HOMAN CONDO ASSN.	8	ANNUAL	91	576.48	JOHN S. MADRZYK	13
SOUTH SHORE VILLA CONDO. ASSN.	40	ANNUAL	91	2,808.00	LAWRENCE S BLOOM	05
STANFORD COURTS HOMEOWNERS	80	SEMI-ANNUAL	91	1,600.00	PATRICK J O'CONNOR	40
STREETERVILLE 400 CONDOMINIUM	183	ANNUAL	90	9,264.00	JOE MOORE	49
SURFSIDE CONDOMINIUM	188	ANNUAL	91	6,524.40	MARY ANN SMITH	48
THE COLONIAL CONDOMINIUM ASSN	8	ANNUAL	89	600.00	BERNARD J. HANSEN	44

4/22/93

REPORTS OF COMMITTEES

31325



CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
 REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 4/22/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
THORNDALE EAST CONDO. ASSN.	12	ANNUAL	900.00	MARY ANN SMITH	48
TURNER HOUSE CONDO. ASSOC.	6	ANNUAL	450.00	TONI , PRECKWINKLE	04
TWO HUNDRED NINE LAKE SHORE UNIVERSITY COMMONS CONDOMINIUM	54	ANNUAL	4,050.00	BURTON F. NATARUS	42
WILLIAMSBURG CONDOMINIUM	30	ANNUAL	1,992.00	LAWRENCE S BLOOM	05
WINDONA WALK CONDOMINIUM ASSN.	18	SEMI-ANNUAL	675.00	BRIAN G. DOHERTY	41
1147 WEST OHIO CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
1212 LAKE SHORE DRIVE CONDO.	22	ANNUAL	1,450.00	THEODORE MAZOLA	01
1220-22 W. SHERWIN AVENUE	180	SEMI-ANNUAL	4,980.00	BURTON F. NATARUS	42
1235-45 ASTOR STREET BUILDING	7	ANNUAL	525.00	JOE MOORE	49
1431-33 WEST RASCHER CONDO	9	ANNUAL	675.00	BURTON F. NATARUS	42
180 EAST PEARSON HOMEOWNERS	6	ANNUAL	450.00	MARY ANN SMITH	48
219 EAST LAKE SHORE DR. CONDO	260	SEMI-ANNUAL	9,750.00	BURTON F. NATARUS	42
2230 N. ORCHARD CONDOMINIUM	26	ANNUAL	1,750.00	BURTON F. NATARUS	42
333 BELDEN CONDO. ASSN.	35	ANNUAL	1,285.20	EDWIN W., EISENDRATH	43
339 W. BARRY HOMEOWNERS ASSN.	15	ANNUAL	1,125.00	EDWIN W., EISENDRATH	43
3532 PINE GROVE CONDO. ASSN.	68	ANNUAL	2,727.50	BERNARD J. HANSEN	44
3600 N. PINE GROVE CONDO ASSOC	26	ANNUAL	1,950.00	HELEN SHILLER	46
3700-20 N. LAKE SHORE DRIVE	55	ANNUAL	2,574.00	HELEN SHILLER	46
400 S. GREEN STREET LOFT	52	ANNUAL	3,900.00	HELEN SHILLER	46
4056 W. 87TH ST. CONDO. ASSOC.	92	ANNUAL	5,276.25	THEODORE MAZOLA	01
4236 N. KEIVALE CONDO. ASSN.	6	ANNUAL	450.00	THOMAS W. MURPHY	18
4343 CLARENDON CONDO ASSOC	10	ANNUAL	654.00	FATRICK J. LEVAR	45
4900 N. LESTER CONDOMINIUM	450	ANNUAL	16,100.00	HELEN SHILLER	46
5115-49 CORNELL CONDOMINIUM	8	ANNUAL	600.00	FATRICK J. LEVAR	45
5125-31 SOUTH GREENWOOD CONDO.	18	ANNUAL	1,350.00	TONI , PRECKWINKLE	04
5200 DORCHESTER CONDOMINIUM	9	ANNUAL	675.00	TONI , PRECKWINKLE	04
5201-03 N. KENMORE CONDO. ASSN	31	ANNUAL	2,040.00	TONI , PRECKWINKLE	04
5435-37 S. HYDE PARK CONDO.	6	ANNUAL	450.00	MARY ANN SMITH	48
5465-73 S. INGLETSIDE COURT	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5474-76 S. EVERETT AVENUE	10	ANNUAL	750.00	MARY ANN SMITH	48
5533-55 BLACKSTONE AVENUE CORP.	35	ANNUAL	1,390.60	TONI , PRECKWINKLE	04
5711-15 BLACKSTONE AVENUE CORP.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5800 BLACKSTONE COOPERATIVE	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5201 INDIANA CORPORATION	13	ANNUAL	975.00	LAWRENCE S BLOOM	05
644 MELROSE CONDOMINIUM	36	ANNUAL	1,742.40	ARENDA TROUTMAN	20
6654 W. 34TH PLACE CORPORATION	6	ANNUAL	450.00	BERNARD J. HANSEN	44
6728 WEST 64TH PLACE CORP.	6	ANNUAL	450.00	JAMES J. LASKI	23
6831 NORTHWEST HIGHWAY ASSN.	6	ANNUAL	450.00	JAMES J. LASKI	23
6970-72 N. ASHLAND CONDOMINIUM	10	SEMI-ANNUAL	225.00	BRIAN G. DOHERTY	41
70 EAST CELAR STREET CORP.	6	ANNUAL	750.00	JOE MOORE	49
7200 N. RIDGE AVE CONDO ASSOC	30	SEMI-ANNUAL	1,125.00	BURTON F. NATARUS	42
7363 SO. SOUTH SHORE DRIVE	38	ANNUAL	2,760.00	BERNARD L. STONE	50
75TH ON THE LAKE HOME OWNER'S	47	ANNUAL	1,696.00	LAWRENCE S BLOOM	05
	84	ANNUAL	4,786.80	LAWRENCE S BLOOM	05

C I T Y O F C H I C A G O  
 COMMITTEE ON CLAIMS AND LIABILITY  
 REFUSE REBATE COUNCIL ORDERS--FASSED

MEETING DATE 4/22/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
817 GEORGE CONDOMINIUM ASSN.	8	ANNUAL	600.00	BERNARD J. HANSEN	44
8200-06 S. JEFFERY CONDO	11	ANNUAL	825.00	LORRAINE L DIXON	08
8343-45 SOUTH KING DRIVE CONDO	22	ANNUAL	1,056.00	JOHN O. STEELE	06
909 WEST WISCONSIN CONDO	11	ANNUAL	825.00	EDWIN W.. EISENKRATH	43
912-14 WINDONA CONDO ASSC.	6	ANNUAL	450.00	MARY ANN SMITH	48
915-17 W. GUNNISON STREET	6	ANNUAL	450.00	MARY ANN SMITH	48
918 W. WINDONA CONDOMINIUMS	49	ANNUAL	1,515.78	MARY ANN SMITH	48

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 4/22/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****
			193,662.52	
** GRAND TOTAL AMOUNT **				
			** GRAND TOTAL NUMBER **	97

(Continued from page 31324)

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to 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 Number 314-99-2005-9148-0938:

[List of claimants printed on pages 31330  
through 31339 of this Journal.]

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*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, April 22, 1993.

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

(Continued on page 31340)

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEMER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABRAHAM, NOELLA M.	10-36-100-015-1145	50 STONE	50.00
ACEBO, RICHARD C.	12-24-424-037-1002	36 BANKS	50.00
ADAMS, EUGENE	13-20-105-050-1004	38 CULLERTON	50.00
ADAMS, POLLY H.	21-30-108-029-0000	07 BEAVERS	50.00
ADLER, LAWRENCE	14-21-110-020-1136	46 SHILLER	50.00
ALBANESE, MARIA	14-08-202-017-1020	48 SMITH	50.00
ALESSI, GISA	12-24-424-037-1010	36 BANKS	50.00
ALEXA, GERALDINE M	13-31-115-024-1021	36 BANKS	50.00
ALEXANDER, JEAN K.	14-08-203-015-1063	48 SMITH	50.00
ALKEN, MARIE	13-09-328-058-1028	45 LEVAR	50.00
ALLWIN, FLORENCE E.	14-05-407-017-1096	48 SMITH	50.00
ALTUS, ESTHER	14-28-207-004-1134	43 EISENDRATH	50.00
ANSEL, NOLLIE	14-21-101-034-1243	46 SHILLER	50.00
ANDRICH, LUCILLE G.	13-17-117-038-1002	38 CULLERTON	50.00
ANGEL, ROSLYN	14-21-110-020-1268	46 SHILLER	50.00
APPEL, RUTH F.	10-36-118-005-1221	50 STONE	50.00
ARCHER, CHARLOTTE	14-28-318-064-1280	43 EISENDRATH	50.00
ARKANTIAN, VARTAN	14-28-201-015-1063	44 HANSEN	50.00
ARKIN, GERTRUDE	14-08-203-015-1053	48 SMITH	50.00
ARMIN, MARIE	14-28-318-064-1423	43 EISENDRATH	50.00
ARNOLD, ANNA R.	10-36-118-005-1079	50 STONE	50.00
ARINSON, FAE	14-21-110-020-1045	46 SHILLER	50.00
ASHA, KATHERINE	14-28-322-038-1221	43 EISENDRATH	50.00
AUERBACH, SYLVESTER	13-17-117-038-1005	38 CULLERTON	50.00
BAKER, PHYLLIS	14-28-318-064-1487	43 EISENDRATH	50.00
BALIKOV, HAROLD & ESTHER	17-03-202-043-1020	42 NATARUS	50.00
BANKS, LEDNA	14-05-407-017-1184	48 SMITH	50.00
BARBER, MARY	13-31-115-024-1023	36 BANKS	50.00
BARNETT, ESTELLE S	14-21-111-007-1326	46 SHILLER	50.00
BASKIN, LOUIS	14-21-314-046-1029	44 HANSEN	50.00
BASKOVITZ, DIANA	10-36-119-003-1037	50 STONE	50.00
BALMET, HAROLD	13-16-113-032-1015	45 LEVAR	50.00
BALMGARTNER, ERNEST	13-09-328-042-1009	45 LEVAR	50.00
BECKER, LEONARD	14-28-201-015-1011	44 HANSEN	50.00
BECKER, SARAH	14-21-111-007-1200	46 SHILLER	50.00
BERBERIAN, KAY	14-28-318-064-1169	43 EISENDRATH	50.00
BERGER, GERTRUDE	14-05-406-022-1004	48 SMITH	50.00
BERGER, MARJORIE S.	17-10-400-012-1329	01 MAZDA	50.00
BERGMAN, RALPH A	17-03-214-014-1163	42 NATARUS	50.00
BERKERY, JOHN	14-21-111-007-1442	46 SHILLER	50.00
BERMAN, ROSE A.	14-05-211-016-1064	48 SMITH	50.00
BESKIN, SIDNEY	14-21-110-020-1071	46 SHILLER	50.00
BILSKY, NOSES	17-10-200-048-1146	42 NATARUS	50.00
BLOCH, CECILE	14-28-318-064-1152	43 EISENDRATH	50.00
BLOCK, MILDRED J.	14-08-203-016-1126	48 SMITH	50.00
BOGOLUB, MILDRED	17-03-220-020-1015	42 NATARUS	50.00
BOOKSTEIN, GOLDY	10-36-119-003-1079	50 STONE	50.00
BORELLO, CLARA	17-10-400-012-1373	01 MAZDA	50.00
BONDEN, HELEN	12-24-100-111-1006	38 CULLERTON	50.00
BRANDMEIN, HERBERT	14-21-110-020-1448	46 SHILLER	50.00
BRAZIER, JACK	14-28-318-064-1332	43 EISENDRATH	50.00

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BREVARD, MOLLIE E.	19-34-215-085-1003	18 MURPHY	50.00
BROMBERG, BENJAMIN	14-33-400-036-1159	43 EISENDRATH	50.00
BROTHMAN, MINNIE	14-21-111-007-1060	46 SHILLER	50.00
BROWN, EVA G.	10-36-118-005-1035	50 STONE	50.00
BRUMMER, JEAN	14-28-318-064-1044	43 EISENDRATH	50.00
BRUND, ANTHONY S.	14-08-203-015-1174	48 SMITH	50.00
BRYANT, DANIEL	14-33-400-042-1069	43 EISENDRATH	50.00
BRZDSTKO, JEAN E.	12-24-100-111-1020	38 CULLERTON	50.00
BUCHBINER, ROBERT	14-21-310-005-1064	44 HANSEN	50.00
BUND, FRIEDA	14-21-310-055-1003	44 HANSEN	50.00
BURGENMAN, JACK	14-08-203-015-1425	48 SMITH	50.00
BURNS, WILLIAM	13-16-116-031-1015	45 LEVAR	50.00
BUSH, HAROLD	17-03-227-018-1084	42 NATARUS	50.00
CABOOD, RAYMOND	13-16-116-031-1003	45 LEVAR	50.00
CADITZ, REBECCA	14-21-111-007-1706	46 SHILLER	50.00
CAIN, LEONARD C.	14-05-215-015-1090	48 SMITH	50.00
CAPRIO, JOSEPH	13-08-310-059-1025	45 LEVAR	50.00
CARMEL, MELVIN	14-21-111-007-1509	46 SHILLER	50.00
CASTEN, NELLIE	13-16-116-032-1030	45 LEVAR	50.00
CHARTZ, TERRY	14-21-111-007-1648	46 SHILLER	50.00
CHITPEL, GEORGE	13-09-328-061-1004	45 LEVAR	50.00
CIESLIMSKI, JOSEPHINE	12-24-100-111-1022	38 CULLERTON	50.00
CIPOLLA, CARL	17-10-214-011-1514	42 NATARUS	50.00
COHAN, FRANCES F.	10-36-100-011-1181	50 STONE	50.00
COHEN, ADA	14-21-101-034-1558	46 SHILLER	50.00
COHEN, BESSIE	10-36-100-011-1214	50 STONE	50.00
COHEN, REEVA	14-21-110-020-1048	46 SHILLER	50.00
COLBY, CAROL	17-03-220-020-1258	42 NATARUS	50.00
COLITZ, IRA	17-03-204-064-1138	42 NATARUS	50.00
CONNOR, DOROTHY	14-28-322-038-1070	43 EISENDRATH	50.00
COONS, JANE L.	14-05-407-017-1486	48 SMITH	50.00
COOPER, BERNARD H	17-03-214-014-1007	42 NATARUS	50.00
CORNICK, MORRIS	14-05-407-015-1067	48 SMITH	50.00
CORNIS, MEYER S.	14-05-215-015-1235	48 SMITH	50.00
CRELMAN, RUTH	14-21-111-007-1364	46 SHILLER	50.00
CURTIS, DOLORES	14-21-314-046-1066	44 HANSEN	50.00
DALY, ALICE M	19-23-308-041-1008	13 MADZYK	50.00
DAPIN, MARIAN	14-21-111-007-1116	46 SHILLER	50.00
DE VITO, ALFRED	14-21-110-020-1458	46 SHILLER	50.00
DELEDN, MERCEDES	14-21-101-034-1412	46 SHILLER	50.00
DENNEN, CHARLOTTE	14-21-111-007-1161	46 SHILLER	50.00
DESNET, LIBBIE	14-21-101-034-1633	46 SHILLER	50.00
DI CRISTOFANO, OLIVER	13-31-115-024-1019	36 BANKS	50.00
DIDOMENICO, MARIE	14-28-322-038-1075	43 EISENDRATH	50.00
DILLIA, AGNES	13-08-310-059-1005	45 LEVAR	50.00
DOETSCH, VIRGINIA L.	17-10-400-012-1044	01 MAZOLA	50.00
DOLPH, JANE	14-21-101-034-1185	46 SHILLER	50.00
DOPICHAY, WILLI	17-09-410-014-1583	42 NATARUS	50.00
DYKES, STANLEY	13-19-404-087-1009	38 CULLERTON	50.00
EDENSON, LIONEL	14-05-407-015-1066	48 SMITH	50.00
EINHORN, GRACE	14-21-110-020-1480	46 SHILLER	50.00

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
EINHORN, THERESA	14-21-110-020-1099	46 SHILLER	50.00
EISEMAN, ANNE	10-36-119-003-1166	50 STONE	50.00
ELDREDGE, ROBERT	14-28-207-004-1391	43 EISENDRATH	50.00
ELVEY, ROSE	14-21-111-007-1082	46 SHILLER	50.00
ENGLE, CHARLES A	17-09-410-014-1163	42 NATARUS	50.00
EPSTEIN, GERTRUDE	14-05-407-016-1086	48 SMITH	50.00
EPSTEIN, SOLDMON	14-21-111-007-1462	46 SHILLER	50.00
FACHRICH, HENRIETTA B	13-17-107-194-1007	38 CULLERTON	50.00
FANTOZZI, LENA	13-15-404-039-1010	45 LEVAR	50.00
FEDERMEYER, EXILIE	13-15-404-039-1008	45 LEVAR	50.00
FEIGEN, FRANK	17-10-122-022-1020	42 NATARUS	50.00
FELIX, LIBBY	14-21-111-007-1494	46 SHILLER	50.00
FELSENTHAL, JEROME	14-21-110-020-1559	46 SHILLER	50.00
FERGON, DOROTHY	13-16-117-045-1009	45 LEVAR	50.00
FERRUCCI, ANTHONY P JR.	14-21-111-007-1475	46 SHILLER	50.00
FIGUEROA, CATHERINE H.	17-10-122-022-1458	42 NATARUS	50.00
FINAN, EDWARD C	14-21-111-007-1512	46 SHILLER	50.00
FISCHER, JESSIE G.	17-10-400-012-1375	01 MAZOLA	50.00
FISHER, ADELAIDE T.	14-08-203-015-1129	48 SMITH	50.00
FISTER, LAURINE	14-28-318-064-1137	43 EISENDRATH	50.00
FITZBERALD, JUNE G	14-21-101-034-1048	46 SHILLER	50.00
FLORES, ANNA	13-15-404-036-1005	45 LEVAR	50.00
FLOWERS, CHARLES R.	14-08-417-050-1026	48 SMITH	50.00
FOLEY, GENEVIEVE	17-10-200-065-1226	42 NATARUS	50.00
FORD, PHYLLIS H.	17-10-122-022-1036	42 NATARUS	50.00
FOSTER, BLANCHE H.	17-09-410-014-1335	42 NATARUS	50.00
FOSTER, RUTH	14-21-110-020-1440	46 SHILLER	50.00
FRAZER, WILLIAM H.	17-09-410-014-1196	42 NATARUS	50.00
FRIEDBERG, MARVIN S.	14-05-407-015-1058	48 SMITH	50.00
FRIEDMAN, LILLIAN L.	14-05-407-017-1382	48 SMITH	50.00
FRIENAUJ, MARIANNE G.	14-05-215-015-1178	48 SMITH	50.00
GAGLIARDO, ANDREW	14-06-120-005-1056	40 O'CONNOR	50.00
GAILEN, WINIFRED	14-28-320-030-1130	43 EISENDRATH	50.00
GARBER, HARRY	10-36-119-003-1066	50 STONE	50.00
GELMAN, BETTYE	17-03-220-020-1116	42 NATARUS	50.00
GIANNOTTI, GIOVANNA	13-17-107-194-1019	38 CULLERTON	50.00
GINSBERG, RUTH I.	14-05-406-022-1048	48 SMITH	50.00
GIUNTOLI, MARGUERITE	17-04-207-086-1029	42 NATARUS	50.00
GLICKMAN, ANNETTE	17-10-400-012-1696	01 MAZOLA	50.00
GOLBUS, BERNARD J.	14-05-407-017-1227	48 SMITH	50.00
GOLDBERG, BESSIE	10-36-100-011-1020	50 STONE	50.00
GOLDBERG, GUSTA G	14-21-110-020-1258	46 SHILLER	50.00
GOLDBERG, MORRIS	14-28-318-064-1289	43 EISENDRATH	50.00
GOLDEN, MARSHALL	17-03-214-014-1081	42 NATARUS	50.00
GOLDSMITH, HELEN	14-28-318-064-1078	43 EISENDRATH	50.00
GOLDSTEIN, IRVING	14-21-111-007-1021	46 SHILLER	50.00
GOLDSTEIN, LIBBY	14-21-110-020-1438	46 SHILLER	50.00
GOLDSTEIN, SYLVIA	17-03-207-061-1076	42 NATARUS	50.00
GONDAS, LILLIAN	14-05-406-022-1003	48 SMITH	50.00
GOOD, GEORGE	14-21-111-007-1042	46 SHILLER	50.00
GOODMAN, ANNE S.	13-01-122-036-1039	40 O'CONNOR	50.00

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
GORCZYCA, VIRGINIA	13-15-410-032-1011	45 LEVAR	50.00
GORDON, HERBERT	17-10-400-012-1809	01 MAZOLA	50.00
GORDON, PEARL	14-08-203-015-1102	48 SMITH	50.00
GORMAN, THOMAS	17-03-201-068-1003	42 NATARUS	50.00
GRAUMAN, GLADYS	17-03-202-061-1012	42 NATARUS	50.00
DRAVEN, JOHN	14-28-207-004-1136	43 EISENDRATH	50.00
GREENBERG, ROY	14-21-111-007-1561	46 SHILLER	50.00
GREENE, MAXINE R.	14-05-407-016-1062	48 SMITH	50.00
GREENWALD, RUTH F	14-21-110-020-1506	46 SHILLER	50.00
GROSSMAN, DOROTHY	14-28-318-064-1136	43 EISENDRATH	50.00
GLITCHMAN, GLORIA	13-16-117-045-1044	45 LEVAR	50.00
HAAG, MARGARET E.	14-21-110-020-1488	46 SHILLER	50.00
HAAS, ADDIE	14-21-111-007-1285	46 SHILLER	50.00
HAMPTON, ROBERT W.	17-10-400-012-1462	01 MAZOLA	50.00
HANNA, NESS	17-03-227-018-1031	42 NATARUS	50.00
HANNENA, PHILIP	17-04-209-043-1147	42 NATARUS	50.00
HARRINGTON, VICTORIA M.	12-24-100-111-1044	38 CULLERTON	50.00
HARRIS, MARJORIE R.	17-09-410-014-1127	42 NATARUS	50.00
HASHIMOTO, MARK	13-12-317-018-1005	40 O'CONNOR	50.00
HAVERS, NAIDA	17-09-410-014-1288	42 NATARUS	50.00
HEIN, ARTHUR	17-10-122-022-1262	42 NATARUS	50.00
HELLER, RUTH	14-21-111-007-1092	46 SHILLER	50.00
HENDELMAN, MARY F	14-21-101-034-1023	46 SHILLER	50.00
HENIKOFF, SYLVIA	14-28-207-004-1017	43 EISENDRATH	50.00
HERRON, FANNY	14-05-407-017-1229	48 SMITH	50.00
HERSTEIN, MARY	14-21-111-007-1602	46 SHILLER	50.00
HILTON, KAY	14-28-207-004-1366	43 EISENDRATH	50.00
HOFFMAN, FRIEDA	14-21-101-034-1249	46 SHILLER	50.00
HOGHERG, MARGARET	14-28-201-015-1188	44 HANSEN	50.00
HOKNER, ANTHONY W.	14-05-211-016-1016	48 SMITH	50.00
HORWICH, DANIEL	14-28-320-030-1157	43 EISENDRATH	50.00
HORWITZ, MARIAN	17-03-207-063-1079	42 NATARUS	50.00
HOUSTON, EDWARD & MARGARET	13-09-328-061-1010	45 LEVAR	50.00
HOWARD, VIOLA	14-28-318-064-1116	43 EISENDRATH	50.00
ICHIKAWA, ALICE Y	14-21-110-020-1022	46 SHILLER	50.00
ISAACSON, BERNARD	14-21-110-020-1428	46 SHILLER	50.00
ISLINGER, CLARENCE	17-10-214-011-1820	42 NATARUS	50.00
ISRAELSTAH, HERBERT	14-05-215-015-1161	48 SMITH	50.00
JACOBS, DOROTHY K.	14-08-203-015-1128	48 SMITH	50.00
JANDOR, FRANCES	13-18-411-005-1009	38 CULLERTON	50.00
JENSEN, LOLA ALLEEN	17-10-122-022-1259	42 NATARUS	50.00
JENETT, JULIA T.	12-24-100-111-1032	38 CULLERTON	50.00
JIRAK, BLAZENA	14-05-407-017-1017	48 SMITH	50.00
JOHNSON, ANNA	14-21-111-007-1525	46 SHILLER	50.00
JOHNSON, DORIS I.	14-05-407-017-1342	48 SMITH	50.00
JOHNSON, JANE	14-05-215-015-1134	48 SMITH	50.00
JOHNSON, MARIE BELLAMY	17-09-410-014-1546	42 NATARUS	50.00
JOHNSTON, EVELYN	14-21-111-007-1547	46 SHILLER	50.00
JONES, ANNE	17-10-122-022-1236	42 NATARUS	50.00
JONES, CHRISTINE H.	17-09-410-014-1177	42 NATARUS	50.00
JOSEPH, JANET	14-21-101-034-1434	46 SHILLER	50.00



COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
JUDELSON, HAROLD	14-28-318-064-1099	43 EISENDRATH	50.00
JUSTICE, GERALDINE E.	14-21-110-020-1156	46 SHILLER	50.00
KAGEN, IRVING	17-04-208-031-1072	42 NATARUS	50.00
KAMBEROS, CONSTANCE	14-21-112-012-1014	46 SHILLER	50.00
KAPCHE, MABLE	14-28-207-004-1161	43 EISENDRATH	50.00
KAPLAN, ROSE	10-36-118-005-1211	50 STONE	50.00
KAPOLAS, EVELYN	12-24-424-037-0100	36 BANKS	50.00
KATZMAN, ETTA	17-03-204-063-1175	42 NATARUS	50.00
KELLY, GEORGE P	14-21-111-007-1572	46 SHILLER	50.00
KEPNER, SHIRLEY	14-21-111-007-1291	46 SHILLER	50.00
KESTIN, ANNABELLE	14-05-215-015-1044	48 SMITH	50.00
KLEE, LILLIAN E.	10-36-100-011-1140	50 STONE	50.00
KLERESKI, ELEANOR	13-19-404-087-1012	38 CULLERTON	50.00
KNEISEL, CLAIRE	13-09-328-060-1009	45 LEVAR	50.00
KOCH, BLANCHE	17-10-122-022-1028	42 NATARUS	50.00
KOKKELENBERG, CAROLINE	13-16-116-032-1007	45 LEVAR	50.00
KOLAR, JAMES J.	14-05-407-017-1246	48 SMITH	50.00
KOLB, JULIA C.	17-10-400-012-1289	01 MAZOLA	50.00
KONECKI, ZENAIDA	13-09-328-062-1012	45 LEVAR	50.00
KORDALEWSKI, IRENE A.	13-09-328-059-1010	45 LEVAR	50.00
KORR, RETA	14-21-111-007-1422	46 SHILLER	50.00
KORSHAK, MURIEL	14-28-201-015-1081	44 HANSEN	50.00
KORTAS, EDWARD	13-17-107-194-1023	38 CULLERTON	50.00
KOSCINSKI, ANTOINETTE	13-17-117-038-1023	38 CULLERTON	50.00
KRAFF, CLARA R.	10-36-100-015-1085	50 STONE	50.00
KRAITSIK, NORMAN I.	10-36-118-005-1064	50 STONE	50.00
KRONENBERG, FRANK P.	17-10-400-012-1505	01 MAZOLA	50.00
KRONENBERG, MARY	10-36-119-003-1134	50 STONE	50.00
KRUPICA, FRED	13-16-116-032-1018	45 LEVAR	50.00
KULOVITZ, WALTER	14-28-207-004-1296	43 EISENDRATH	50.00
KWIATEK, GERTRUDE M	13-17-107-195-1010	38 CULLERTON	50.00
KWIATKOWSKI, THOMAS J.	13-17-117-038-1015	38 CULLERTON	50.00
LA CHIAMA, ANDREW	17-03-200-063-1119	42 NATARUS	50.00
LANDS, VERA S.	14-28-322-038-1083	43 EISENDRATH	50.00
LANDMAN, GEORGE	14-05-211-016-1049	48 SMITH	50.00
LANDSMAN, FRANCES	14-08-203-016-1073	48 SMITH	50.00
LANGFORD, ELEANOR M.	17-10-122-022-1177	42 NATARUS	50.00
LAVIN, INEZ W.	17-10-400-012-1893	01 MAZOLA	50.00
LAVINE, BEN	14-21-110-020-1433	46 SHILLER	50.00
LEIGH, ELIZABETH	17-10-122-022-1226	42 NATARUS	50.00
LETWIN, IRVING	14-28-207-004-1331	43 EISENDRATH	50.00
LEVI, JIM	17-03-202-061-1029	42 NATARUS	50.00
LEVIN, HENRIETTA	14-28-207-004-1140	43 EISENDRATH	50.00
LEVINE, HELEN O.	14-05-407-017-1125	48 SMITH	50.00
LEVINSON, HYRON N	14-21-110-020-1607	46 SHILLER	50.00
LEVINSON, OSCAR	14-21-111-007-1010	46 SHILLER	50.00
LEVITON, BERNARD	14-05-215-015-1204	48 SMITH	50.00
LEVY, EDYTHE W	14-21-110-020-1124	46 SHILLER	50.00
LEVY, MABEL	14-21-110-020-1408	46 SHILLER	50.00
LEWIS, LEROY	13-17-107-194-1003	38 CULLERTON	50.00
LEWY, EVELYN	14-28-318-064-1148	43 EISENDRATH	50.00

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
LICATO, RUSSEL & JOSEPHINE	13-16-114-045-1029	45 LEVAR	50.00
LICHTENSTEIN, IRENE B.	17-10-400-012-1018	01 MAZOLA	50.00
LIGHTMAN, WILLIAM	14-28-207-004-1192	43 EISENDRATH	50.00
LIDSKY, LEDNA	14-21-111-007-1149	46 SHILLER	50.00
LIEBERMAN, SYLVIA	17-03-200-063-1220	42 NATARUS	50.00
LIEBERSON, GEORGE	10-36-120-003-1014	50 STONE	50.00
LIEBSCHUTZ, GLADYS	14-21-111-007-1257	46 SHILLER	50.00
LINTA, SYLVIA	17-09-410-014-1480	42 NATARUS	50.00
LIPMAN, ROSE	14-21-111-007-1117	46 SHILLER	50.00
LITT, SHIRLEY	17-03-220-020-1622	42 NATARUS	50.00
MACK, DECILE	14-28-318-077-1046	43 EISENDRATH	50.00
MAKINO, WILLIAM W.	13-01-122-036-1031	40 O'CONNOR	50.00
MALLON, FRANCIS	14-21-101-034-1406	46 SHILLER	50.00
MALVIN, JACK	14-05-215-015-1136	48 SMITH	50.00
MANDEL, CHARLOTTE	14-28-318-064-1337	43 EISENDRATH	50.00
MANDEL, HARRY	14-21-101-034-1216	46 SHILLER	50.00
MANFREDI, IRENE	14-28-318-064-1045	43 EISENDRATH	50.00
MANN, JOSEPH	14-05-215-015-1207	48 SMITH	50.00
MARANTZ, IRENE	14-05-407-017-1143	48 SMITH	50.00
MARCUS, JULIUS	14-05-211-016-1077	48 SMITH	50.00
MARCUS, LORRAINE	17-09-410-014-1201	42 NATARUS	50.00
MARX, NORMA A.	14-08-203-015-1296	48 SMITH	50.00
MARLOVITZ, JOHN	13-17-107-194-1030	38 CULLERTON	50.00
MARSH, ELEANOR	17-03-227-022-1032	42 NATARUS	50.00
MARTIN, CHARLES	17-03-227-018-1088	42 NATARUS	50.00
MATTHEWS, LILLIAN	13-16-115-042-1018	45 LEVAR	50.00
MAYER, ERNA	14-08-203-015-1080	48 SMITH	50.00
MAYER, LEON	14-21-110-020-1600	46 SHILLER	50.00
MCCORMICK, MAURICE D.	10-36-119-003-1106	50 STONE	50.00
MCDERMOTT, JAMES	13-15-404-036-1014	45 LEVAR	50.00
MCNALLY, ANNE	17-04-209-043-1160	42 NATARUS	50.00
MEHLER, MARGARET E.	14-08-203-015-1084	48 SMITH	50.00
MELBER, LISELOTTE	14-08-203-016-1283	48 SMITH	50.00
MENASHE, LILLIAN	17-10-200-065-1002	42 NATARUS	50.00
MERSZI, MARGARET	13-09-317-028-1007	45 LEVAR	50.00
MERTZ, DONALD J.	17-10-400-012-1295	01 MAZOLA	50.00
MILLER, ADELE	14-08-203-015-1160	48 SMITH	50.00
MILLER, LOUIS	17-03-207-061-1162	42 NATARUS	50.00
MINAS, FRANCES E.	14-08-203-016-1388	48 SMITH	50.00
MINTZER, BEVERLY S.	13-01-122-036-1016	40 O'CONNOR	50.00
MISKOVITZ, EVA	13-09-328-062-1001	45 LEVAR	50.00
MOLLENDORF, ROBERT W.	14-05-215-015-1236	48 SMITH	50.00
MORRISON, FRANCES	14-21-110-020-1370	46 SHILLER	50.00
MOSCOVITZ, MARY	10-36-100-015-1008	50 STONE	50.00
MOSKUS, ANNE V.	13-20-207-036-1002	38 CULLERTON	50.00
MUELLER, ETHEL M.	12-24-100-111-1002	38 CULLERTON	50.00
MUENZ, MARY	14-21-111-007-1313	46 SHILLER	50.00
MURPHY, JOHN	13-17-107-194-1006	38 CULLERTON	50.00
MURPHY, MICHAEL	17-03-202-061-1015	42 NATARUS	50.00
MUSCOLINO, ANN	13-31-115-024-1020	36 BANKS	50.00
MUSZALSKI, GEORGE	13-17-107-195-1005	38 CULLERTON	50.00

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEMER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
NAHN, BERNARD	14-28-207-004-1169	43 EISENDRATH	50.00
NARROD, GLORIA	17-03-214-014-1048	42 NATARUS	50.00
MASSAU, RUTH	14-28-207-004-1439	43 EISENDRATH	50.00
NAUMES, WILLIAM M.	12-24-100-111-1036	38 CULLERTON	50.00
NETTER, ARTHUR	13-16-115-042-1003	45 LEVAR	50.00
NEWMAN, ABE	17-10-400-012-1296	01 MAZOLA	50.00
NEWMAN, BELLE	17-03-214-014-1154	42 NATARUS	50.00
NOCHUMSON, DAVID	10-36-311-042-1003	50 STONE	50.00
NORMAN, IRVING R.	14-05-407-017-1136	48 SMITH	50.00
NORTH, GEORGE	13-16-114-045-1032	45 LEVAR	50.00
NORTMAN, ROSE R.	14-05-407-017-1102	48 SMITH	50.00
O'CONNELL, ELEANOR M.	14-05-215-015-1269	48 SMITH	50.00
O'DONOGHUE, CATHLEEN E.	14-05-215-015-1111	48 SMITH	50.00
O'GRADY, GERTRUDE	13-09-316-060-1004	45 LEVAR	50.00
O'LEARY, MARIE A.	13-20-207-036-1001	38 CULLERTON	50.00
ODMAZNY, MAE	13-15-404-036-1007	45 LEVAR	50.00
OLENTINE, JULIE E.	14-05-215-015-1150	48 SMITH	50.00
OSKROBA, STEPHEN	13-16-114-045-1046	45 LEVAR	50.00
OSSOFF, HARRY	17-10-122-022-1188	42 NATARUS	50.00
PACKER, BETTY L.	14-16-301-041-1231	46 SHILLER	50.00
PADNOS, IRVIN & ANITA	14-08-203-015-1155	48 SMITH	50.00
PALAZZOTTO, SAM	13-08-310-059-1019	45 LEVAR	50.00
PASSIN, RUTH	14-05-407-017-1152	48 SMITH	50.00
PASTORINO, MARIE A.	12-24-100-111-1040	38 CULLERTON	50.00
PEDRO, VICTOR	14-16-303-035-1070	46 SHILLER	50.00
PECK, ISADORE	13-12-228-056-1003	40 O'CONNOR	50.00
PECK, RICHARD	14-21-111-007-1419	46 SHILLER	50.00
PECKLER, FLORENCE	14-28-207-004-1224	43 EISENDRATH	50.00
PERLMAN, LILLIAN	10-36-120-003-1009	50 STONE	50.00
PESCHON, MARY	14-28-318-064-1004	43 EISENDRATH	50.00
PFINGST, RALPH E.	14-21-110-020-1386	46 SHILLER	50.00
PFISTER, MAUREEN	14-33-422-068-1108	43 EISENDRATH	50.00
PLANBECK, EUNICE	17-03-227-018-1045	42 NATARUS	50.00
PLOTKE, FREDERICK	17-10-200-065-1131	42 NATARUS	50.00
POLACEK, JOHN	14-28-318-064-1266	43 EISENDRATH	50.00
POULOS, BERNICE	14-05-215-015-1196	48 SMITH	50.00
PREBLE, JR., ROBERT C.	17-09-410-014-1422	42 NATARUS	50.00
PRICE, HARRY H.	17-10-122-022-1444	42 NATARUS	50.00
PRIKOPA, JOHN	14-28-318-064-1410	43 EISENDRATH	50.00
RABICHOW, HELEN	14-28-322-038-1190	43 EISENDRATH	50.00
RADERNACHER, SANTINA	13-17-107-195-1011	38 CULLERTON	50.00
RALICKI, ARTHUR	13-09-328-058-1003	45 LEVAR	50.00
RASHINSKI, LAURETTA	19-23-308-041-1010	13 MADRZYK	50.00
RATH, CHRISTENA	14-33-422-068-1310	43 EISENDRATH	50.00
RAVEN, SEYMOUR	17-04-207-086-1320	42 NATARUS	50.00
REGULA, ADELINE J.	13-20-207-036-1006	38 CULLERTON	50.00
REIFF, SIDNEY C.	10-36-119-003-1122	50 STONE	50.00
REINER, DELERESE	13-19-404-087-1011	38 CULLERTON	50.00
REVZEN, SELMA W.	14-05-211-016-1065	48 SMITH	50.00
RICE, JOHN L.	21-30-108-029-0000	07 BEAVERS	50.00
RICH, IRWIN	14-05-211-016-1095	48 SMITH	50.00

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
RIEBANDT, CHESTER	14-28-207-004-1068	43 EISENDRATH	50.00
RIPES, SAM	14-21-111-007-1300	46 SHILLER	50.00
RIZZO, KATHERINE	13-20-207-034-1004	38 CULLERTON	50.00
ROMZ, MILDRED R.	14-21-111-007-1352	46 SHILLER	50.00
ROSEN, RUTH	14-16-301-041-1082	46 SHILLER	50.00
ROSEN, VERA A.	14-08-203-015-1047	48 SMITH	50.00
ROSENTHAL, ELYNOR L.	14-21-111-007-1312	46 SHILLER	50.00
ROSS, ROSE	14-21-110-020-1194	46 SHILLER	50.00
ROSSINI, ANITA	13-16-115-042-1010	45 LEVAR	50.00
ROTH, BERNICE	10-34-100-011-1177	50 STONE	50.00
ROTHMAN, TERRY	14-21-101-034-1276	46 SHILLER	50.00
ROZIER, HARRIETT	14-05-407-017-1217	48 SMITH	50.00
RUBIN, BEATRICE	10-36-119-003-1148	50 STONE	50.00
RUNKE, EDWARD J.	10-36-119-003-1088	50 STONE	50.00
RUSINOFF, BEATRICE	14-21-110-020-1202	46 SHILLER	50.00
RUSKY, JEANE	12-24-100-111-1011	38 CULLERTON	50.00
SABINO, JOSEPHINE A	13-19-404-087-1007	38 CULLERTON	50.00
SACHS, JEAN	17-03-201-068-1024	42 NATARUS	50.00
SALAMON, IVAN I.	14-05-215-015-1199	48 SMITH	50.00
SALINGER, HERBERT L.	14-05-406-022-1069	48 SMITH	50.00
SALTZMAN, RAE	14-05-406-022-1070	48 SMITH	50.00
SAPOSNIK, JOSEPH	10-36-119-003-1081	50 STONE	50.00
SATARINO, GEORGE	13-15-411-026-1009	45 LEVAR	50.00
SCHAALMAN, HERMAN E.	14-05-211-016-1060	48 SMITH	50.00
SCHALLMOSE, JOSEPH	14-33-422-068-1419	43 EISENDRATH	50.00
SCHIZMANN, JUNE & EUGENE	14-16-304-039-1177	46 SHILLER	50.00
SCHNEIDER, GERTRUDE	10-36-100-015-1006	50 STONE	50.00
SCHNENBROD, HELEN G	14-21-101-034-1634	46 SHILLER	50.00
SCHRAGER, ELSA	17-03-202-061-1024	42 NATARUS	50.00
SCHULGASSER, DANIEL	14-33-414-062-1004	43 EISENDRATH	50.00
SCHULTY, VERONICA C	14-21-101-034-1376	46 SHILLER	50.00
SCHUMAN, ALAN	14-28-207-004-1168	43 EISENDRATH	50.00
SCHWAB, GENEVIEVE	17-03-207-061-1063	42 NATARUS	50.00
SCHWAR, FRED	13-15-411-032-1004	45 LEVAR	50.00
SCHWARTZ, SHIRLEY	17-03-207-061-1118	42 NATARUS	50.00
SCHWEIDER, ELIZABETH	14-21-101-034-1478	46 SHILLER	50.00
SCIACKY, MAURICE	17-03-202-061-1088	42 NATARUS	50.00
SEIFER, DOROTHY	14-21-111-007-1671	46 SHILLER	50.00
SELIG, LORRAINE	13-16-117-045-1012	45 LEVAR	50.00
SENESEU, LOUIS	14-05-211-016-1084	48 SMITH	50.00
SERLIN, ROBERT	14-05-407-015-1068	48 SMITH	50.00
SEYBERT, ROSE	14-28-318-064-1256	43 EISENDRATH	50.00
SHANE, EDGAR	14-21-111-007-1319	46 SHILLER	50.00
SHAPIRO, ANNE	14-21-111-007-1076	46 SHILLER	50.00
SHEASBY, NAZEL E	14-21-101-034-1522	46 SHILLER	50.00
SHER, SIDNEY	14-05-407-017-1110	48 SMITH	50.00
SHERMAN, MAX	10-36-120-003-1112	50 STONE	50.00
SHLAES, EVELYN	17-03-201-066-1039	42 NATARUS	50.00
SHROYER, MARY	17-10-200-065-1327	42 NATARUS	50.00
SIEGLER, JEANNETTE	13-01-122-036-1009	40 O'CONNOR	50.00
SILINS, DEANA K.	14-08-203-015-1220	48 SMITH	50.00

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
SILVERMAN, HELEN S.	14-16-301-041-1428	46 SHILLER	50.00
SIMPSON, ELEANOR	17-03-103-028-1049	43 EISENDRATH	50.00
SIMPSON, GLADYS	14-28-201-015-1208	44 HANSEN	50.00
SIUDA, LUCILLE M.	13-17-107-194-1026	38 CULLERTON	50.00
SLOBODA, EDWARD F.	12-24-100-111-1016	38 CULLERTON	50.00
SLOPE, LORRIANAE I	14-28-322-038-1003	43 EISENDRATH	50.00
SMITH, HELEN M	14-21-111-007-1528	46 SHILLER	50.00
SMOLENSKI, STANISLAUS	13-09-328-062-1003	45 LEVAR	50.00
SOKOL, WILLIAM H.	10-36-118-005-1008	50 STONE	50.00
SPECTOR, ANN	14-21-101-034-1278	46 SHILLER	50.00
SPEKING, DOROTHY	17-03-202-063-1168	42 NATARUS	50.00
SPEKING, LENDRE	17-03-214-014-1045	42 NATARUS	50.00
STEARNS, KENNETH	14-28-207-004-1171	43 EISENDRATH	50.00
STEIN, LETTY	17-10-200-065-1079	42 NATARUS	50.00
STEINBERG, ALBERT	14-05-407-015-1043	48 SMITH	50.00
STEINER, ANNA	14-21-111-007-1369	46 SHILLER	50.00
STENSON, VIRGINIA	14-08-203-015-1126	48 SMITH	50.00
STEPHEN, GERTRUDE E.	13-17-117-038-1010	38 CULLERTON	50.00
STUBER, KATHLEEN	14-28-320-030-1091	43 EISENDRATH	50.00
STEVENSON, RACHEL	14-28-201-015-1209	44 HANSEN	50.00
STIEFEL, OLGA	14-21-110-020-1298	46 SHILLER	50.00
STITZBERG, ROBERT	17-03-202-063-1104	42 NATARUS	50.00
STOKES, JAMES	17-10-122-022-1371	42 NATARUS	50.00
STOLLER, BEN N.	10-36-118-005-1144	50 STONE	50.00
STONE, CHARLES	14-28-318-064-1299	43 EISENDRATH	50.00
STRAUSS, HEDY	14-21-110-020-1410	46 SHILLER	50.00
STRUNK, ELEANORE	14-21-111-007-1250	46 SHILLER	50.00
SWEET, LOUIS E.	10-36-118-005-1092	50 STONE	50.00
SWIRSKI, ABEL D.	14-05-211-016-1035	48 SMITH	50.00
SYCHOWSKI, ROBERT	14-28-318-064-1091	43 EISENDRATH	50.00
TANDEL, ROBERT	13-09-317-029-1009	45 LEVAR	50.00
TORF, IRVING	13-01-122-036-1006	40 O'CONNOR	50.00
TREBBE, FRANCIS DONLEY	13-13-208-046-1012	40 O'CONNOR	50.00
TRIMBLE, JANICE	17-10-400-012-1074	01 HAZOLA	50.00
TRIMEN, BERNARDINE	14-21-110-020-1619	46 SHILLER	50.00
TUBER, THELMA B.	10-36-100-015-1202	50 STONE	50.00
TUCHOW, JACK	14-08-203-015-1130	48 SMITH	50.00
URETSKY, CELIA K.	14-08-203-016-1340	48 SMITH	50.00
USEN, ALMA P	14-21-101-035-1082	46 SHILLER	50.00
VOGEL, DIANE	17-03-200-063-1039	42 NATARUS	50.00
VOGELGESANG, WYLLA	14-28-322-030-1034	43 EISENDRATH	50.00
VOLPEL, FRIEDA	14-21-111-007-2225	46 SHILLER	50.00
WAGNER, ROBERT	14-33-422-068-1214	43 EISENDRATH	50.00
WALDMAN, DORCEE B	10-36-100-011-1023	50 STONE	50.00
WALLACK, NATHAN	14-05-211-016-1015	48 SMITH	50.00
WARE, GUSSIE	14-21-101-034-1362	46 SHILLER	50.00
WASSERMAN, MORRIS N.	13-01-122-036-1018	40 O'CONNOR	50.00
WASSERMAN, SHIPLEY	14-28-207-004-1115	43 EISENDRATH	50.00
WEBSTER, HAZEL	14-28-318-064-1259	43 EISENDRATH	50.00
WEGLARZ, CASIMIR	14-21-110-020-1523	46 SHILLER	50.00
WEINBERG, DAVID	14-21-101-034-1595	46 SHILLER	50.00

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
WEINBERG, JOSEPH	14-28-207-004-1446	43 EISENDRATH	50.00
WEINER, EDA	14-21-101-034-1025	46 SHILLER	50.00
WEISENBERG, HYMEN	10-36-100-011-1182	50 STONE	50.00
WEISS, HYMAN R.	14-05-215-015-1260	48 SMITH	50.00
WEISS, SARA	14-21-111-007-1225	46 SHILLER	50.00
WEISS, SEYMOUR	13-01-113-040-1008	50 STONE	50.00
WENDOKF, HERMAN	17-03-202-061-1063	42 NATARUS	50.00
WETTERMANN, ELISE	13-16-116-032-1014	45 LEVAR	50.00
WHEELER, MARGARET	13-09-328-060-1007	45 LEVAR	50.00
WHELAN, KENNETH	14-08-203-017-1003	48 SMITH	50.00
WHISTON, HILDEGARDE	13-15-404-039-1007	45 LEVAR	50.00
WIDMAN, FRANCES	14-21-110-020-1240	46 SHILLER	50.00
WILKE, LOUIS J	14-05-211-015-1029	48 SMITH	50.00
WILLIAMS, FRANK	13-20-109-045-1007	38 CULLERTON	50.00
WILZEN, LISA V.	10-36-100-011-1191	50 STONE	50.00
WINICK, PHIL	14-05-407-017-1118	48 SMITH	50.00
WINDGROND, MARJORIE	17-04-209-043-1151	42 NATARUS	50.00
WISE, SOPHIE	14-05-407-017-1410	48 SMITH	50.00
WISEMAN, DAVID	17-03-214-014-1088	42 NATARUS	50.00
WOODWARD, MORTON	17-03-200-063-1067	42 NATARUS	50.00
WOZNIEMSKI, GENEVIEVE	13-09-328-058-1018	45 LEVAR	50.00
WRONA, RUTH	13-09-328-061-1007	45 LEVAR	50.00
WYNN, GLADYS	17-09-410-014-1006	42 NATARUS	50.00
YATSUSHIRO, KENJI	13-18-411-005-1039	38 CULLERTON	50.00
YOSHIZUMI, KAYE	13-21-211-039-1013	45 LEVAR	50.00
ZANN, NICHOLAS	13-16-116-031-1034	45 LEVAR	50.00
ZAREMSKI, EUGENIA J.	13-20-207-036-1007	38 CULLERTON	50.00
ZELENT, VIOLET	13-17-107-195-1014	38 CULLERTON	50.00
ZIEROLD, PAUL	17-04-209-043-1213	42 NATARUS	50.00
ZIELIN, JEANETTE S.	14-08-203-016-1381	48 SMITH	50.00
ZUPPF, JOHN & THELMA	13-16-116-031-1022	45 LEVAR	50.00
		* TOTAL AMOUNT	24,500.00

(Continued from page 31329)

Your Committee on Finance/Small Claims Division, to which was referred on May 22, 1991 and on subsequent dates, sundry claims as follows

Enrique Alvarez

Laura A. Anderson

George J. Antoniadis

Bernard Appel

Brian David Ayers

Anne Barrett

John Basko

David A. Bernichio

American Service Insurance Co. and Judith Blocker

Economy Fire & Cas. Co. and John and Kathie Bollero

Republic Insurance and Dinkha and Asmar Boudakh

Audrey J. Bruell

American Ambassador Casualty and John L. Calvert

A. Betley Cartage

Coronet Insurance Co. and Thomas L. Cash

Richard M. Chaney

Dip-Chung Chao

American Ambassador Casualty and Alvaro Chavez

Contract Transport Inc.

Contract Transport Inc.

Valentin Cortez

Sheldon Davidson

Archie and Myrtle Davis

Allstate Insurance Co. and Ann Declue

Lillian P. Dolan

Gary Dvoracek

Sotelo Esperanza

Laurel Lee Fantis

Farley Candy Co.

Patricia Felan

Peter J. Fitzpatrick

Alan Edward Gaston

Barbara A. Gocha

Lourdes Gonzalez

Alice Gordon

Calvin Green

State Farm Insurance Co. and Patricia J. Gruenke

Joseph Hajduk

Country Mutual Insurance Co. and Thomas F. Hannon

Safeco Insurance Co. and John Hansen

Pamela A. Hellwege

American Ambassador Cas. Co. and Roosevelt Howard

Oscar Jara



Allstate Insurance Co. and Joanne Marie King

Bernadine Rose Kinnie-Green

Ernest Albert Koeberl

Eugene Koroluk

Lillian Kouzmanoff

Claire Krantz

Robert C. Linton

Felix Longs

Frank John Madaras

George A. Mandis

American Ambassador Cas. Co. and Lura D. Martin

Billy McBride

Allstate Insurance Co. and Ewing Metoyer

Jeanette Mileczko

Freddie Mitchell

Amerisure Insurance Co. and Modern Impressions, Inc.

Allstate Insurance Co. and Herbert Molner

Allstate Insurance Co. and Rose Montgomery

Vincent W. Murden

John A. Nowicki

The Peoples Gas Light and Coke Co.

Richard Prazenka

Pullman Wine & Liquors, Inc.

Delores Quinn

Ruthie Redd

Annie R. Reggans

American Ambassador Cas. Co. and Willie Rivers

State Farm Insurance Co. and Sharon J. Ryan

Gary Schwartz

Cecelia Scott

Ora L. Simpson

Daniel H. Smith, Jr.

William B. Smith

Joseph Square

Barbara Szczotkowski

William Phillip Talbert

Richard Thomas

Allstate Insurance Co. and S.M. Thomas

Farmers Ins. Group and Russell Tito

Victor Torres

Jose Vallejo

Iley Veasey

Herbert Wooley

Jeanie Yee,

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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

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*Do Not Pass* -- SUNDRY CLAIMS FOR SEWER REBATES.

The Committee on Finance submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Finance, Sewer Rebate Division, to which was referred on March 8, 1993 and on subsequent dates, sundry claims as follows:

Brands, Marion

Dalbke, Mildred

Fergus, Mildred  
Goodman, Rosalyn L.  
Heller, Dorothy  
Kater, Anna  
Levin, Seymour  
  
Lieferman, Annette  
Schwartz, Edna,

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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

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

The Committee on Finance submitted the following report:

CHICAGO, April 22, 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. Jane Addams Hull House Association  
September 1, 1993 -- north side;
- B. Tabitha Community Services, Inc.  
May 6 and 7, 1993 -- citywide;
- C. Junior Cancer League  
May 14 and July 2, 1993 -- north side; and
- D. The Salvation Army  
November 19 through December 24, 1993 -- 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*.

## COMMITTEE ON AVIATION.

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AUTHORIZATION FOR EXECUTION OF CONCESSION LICENSE  
AGREEMENT WITH CHICAGO AVIATION PARTNERS  
AT CHICAGO O'HARE INTERNATIONAL AIRPORT,  
INTERNATIONAL TERMINAL.

The Committee on Aviation submitted the following report:

CHICAGO, April 20, 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, for the execution of a concession agreement between the City of Chicago and Chicago Aviation Partners for sale of food, beverages and merchandise in the International Terminal at Chicago O'Hare International Airport, 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) 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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, a municipal corporation ("City") owns and operates an airport known as O'Hare International Airport (the "Airport"); and

WHEREAS, The City's new international terminal at the Airport ("T-5") is scheduled to open for arrivals in May 1993, and for departures in the fall of 1993; and

WHEREAS, The Commissioner of the Department of Aviation (the "Commissioner") desires to grant a license to an entity for the development, management and operation of the concession space at T-5; and

WHEREAS, The City solicited proposals for such development, management and operation of the concession space at T-5; and

WHEREAS, On the basis of the proposals submitted, the City selected Chicago Aviation Partners, a general partnership consisting of McDonald's Corporation and Duty Free International, Inc.; and

WHEREAS, The City and Chicago Aviation Partners now desire to enter into an agreement ("Agreement") for licensing and managing the concession space at T-5; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The City Council of the City of Chicago hereby approves and the Mayor, or his proxy, is authorized to execute upon the recommendation of the Commissioner, and subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality, an Agreement in substantially the form attached hereto as Exhibit A.

SECTION 3. The Commissioner is further authorized to take such actions and to execute such other documents as may be necessary to implement the terms of the Agreement.

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

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

*Exhibit "A".*

*Agreement*

*Between*

*Chicago Aviation Partners*

*And*

*City Of Chicago*

*(Department Of Aviation).*

This agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1993 by and between Chicago Aviation Partners, a general partnership (hereinafter "Licensee"), the sole partners of which are McDonald's Corporation (hereinafter "McDonald's"), and Duty Free International, Inc. (hereinafter "D.F.I."), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois, acting through its Department of Aviation (hereinafter the "City").

*Recitals.*

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

Whereas, The City's new international terminal at the Airport (hereinafter "T-5") is scheduled to open for arrivals in May 1993, and for departures in October 1993; and

Whereas, The City desires to grant a license to an entity to design, construct, develop, manage, administer, and sublicense to other entities the operation of retail food and beverage businesses, and to provide certain services to the users of T-5; and

Whereas, The City solicited proposals pursuant to the City's "Request for Proposals (R.F.P.)" to develop, lease, manage and/or operate concession



space at the new International Terminal at O'Hare International Airport, Specification Number C961910001A (the "R.F.P."); and

Whereas, The City received several proposals including a proposal from Licensee; and

Whereas, On the basis of the proposals submitted, the City selected Chicago Aviation Partners to serve as Licensee; and

Whereas, Licensee represents that it is ready, willing and able to perform to the full satisfaction of the City; and

Whereas, The City and the Licensee acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by the Licensee and the Sublicensees is a valuable right incapable of quantification;

Now, Therefore, In consideration of the mutual promises contained in this agreement, the City and the Licensee agree as follows:

### *Article 1.*

#### *Incorporation Of Recitals.*

##### **Section 1.1 Incorporation Of Recitals.**

The recitals set forth above are incorporated by reference as if fully set forth here.

##### **Section 1.2 Incorporation Of Exhibits.**

The following (sub)exhibits are hereby incorporated into and made a part of this agreement:

(Sub)Exhibit A	Premises
(Sub)Exhibit B	List of Proposed Sublicensees and Respective Retail Operations
(Sub)Exhibit C	D.B.E. Compliance
(Sub)Exhibit D	Shell and Core Plans

(Sub)Exhibit E	Design and Construction Provisions
(Sub)Exhibit F	Construction and Opening Schedule
(Sub)Exhibit G	Percentage Rent Schedule
(Sub)Exhibit G-1	Illustration of "Marginal Revenue Basis" as it Relates to "Percentage Rent"
(Sub)Exhibit H	Form of Letter of Credit
(Sub)Exhibit I	Contractor's Certification
(Sub)Exhibit J	Disclosure of Ownership Interests
(Sub)Exhibit K	Anti-Apartheid Affidavit
(Sub)Exhibit L	Prevailing Wage Rates

*Article 2.*

*Definitions.*

In addition to terms defined in the recitals and elsewhere in this agreement, the following words and phrases shall have the following meanings for purposes of this agreement:

"Airside" means all portions of T-5 as designated from time to time by the Commissioner to which the public does not have access without passing through security checkpoints.

"Agreement" means this agreement, including all exhibits thereto, and all amendments, modifications or revisions made in accordance with its terms.

"Alcoholic Beverage" includes spirits, wine, and beer, and liquids containing the same intended for consumption as a drink by consumers, provided that the beverage contains more than one-half of one percent (.5%) of alcohol.

"Build-out" means all Work to improve the Premises, other than the Shell and Core, so that the Premises can be used for its intended purposes in accordance with this Agreement and the respective Sublicenses.

"Code" means the Municipal Code of the City of Chicago (1990), as amended from time to time.

"Commissioner" means the head of the Department of Aviation of the City and any representative authorized to act on his behalf.

"Construction and Opening Schedule" means the schedule set forth on (Sub)Exhibit F attached hereto.

"Comptroller" means the head of the Department of Finance of the City and any individual authorized to act on his behalf.

"Corporation Counsel" means the head of the Department of Law of the City and any individual authorized to act on her behalf.

"Default Rate" means the rate of interest equal to twelve percent (12%) per annum.

"Department" means the Department of Aviation of the City.

"Design and Construction Contractors" means any person or entity with whom Licensee contracts to perform all or any portion of the Work.

"Duty Free" means goods which are exempt from custom fees and charges pursuant to applicable law.

"Events of Default" means those matters listed in Section 8.1.

"F.A.A." means the United States Federal Aviation Administration.

"Fee" means the Minimum Guarantee Fee and the Percentage Fee.

"Food and Non-Alcoholic Beverages" means food and beverages other than Alcoholic Beverages.

"General Merchandise Operations" means those Retail Operations (other than those selling Duty Free merchandise) such as newsstands, bookstores, C.D./tapes and other traditionally lower margin businesses as Licensee and the Commissioner may mutually agree upon.

"Gross Revenues" means the total amount in dollars of the actual sales price, whether for cash or on credit or partly for cash and partly on credit, of all sales of merchandise and services, and all other receipts of business conducted in, on or from the Premises and all mail or telephone orders received or filled at or from the Premises and all deposits not refunded to

purchasers and all orders taken in and from the Premises whether or not said orders are filled elsewhere, and receipts or sales by Licensee or any Sublicensee and any other person or persons doing business in or from the Premises. Gross Revenues shall not, however, include the following:

- (i) any sums collected and paid out by Licensee or any Sublicensee for any sales or retail excise tax imposed by any duly constituted governmental authority;
- (ii) the amount of any cash or credit refund made upon any sale;
- (iii) bona fide transfers of merchandise to or from the Premises to any other stores or warehouses of Licensee or Sublicensee;
- (iv) sales of Licensee's or Sublicensee's fixtures and store equipment not in the ordinary course of Licensee's or Sublicensee's business;
- (v) returns to shippers, suppliers or manufacturers;
- (vi) bad debts not in excess of two percent (2%) of Gross Revenues in any one calendar year (provided, however, if Licensee or Sublicensee subsequently receives payment on any account heretofore excluded, such payment shall be included in Gross Revenues for the calendar year in which received);
- (vii) service charges, credit card charges and other carrying charges, provided the same are separately stated and in addition to the purchase price;
- (viii) insurance proceeds received from the settlement of claims for loss of or damages to merchandise, fixtures and other personal property of Licensee or Sublicensee other than the proceeds of business interruption insurance;
- (ix) bulk sales of merchandise not sold to the public and not in the ordinary course of business; and
- (x) payments from Sublicensees for Operating Costs or amortized costs of improvements.

A "sale" shall be deemed to have been consummated for purposes of this Agreement and the entire amount of the sales price shall be included in Gross Revenues at such time that (A) the transaction is initially reflected in the books or records of the applicable Sublicensee or Licensee (if Licensee makes the sale), or (B) Sublicensee or Licensee (if Licensee makes the sale) receives all or any portion of the sales price, or (C) the

applicable goods or services are delivered to the customer, whichever first occurs, irrespective of whether payment is made in installments, the sale is for cash or for credit, or otherwise, or all or any portion of the sales price has actually been paid at the time of inclusion in Gross Revenues or at any other time. During all time periods for which Gross Revenues are computed, in the event the foregoing definition produces a negative number, Gross Revenues shall be deemed to equal zero.

"Improvements" means the Work which adds or maintains permanent value to the Premises, including without limitation, fixtures (excluding trade fixtures), and any other enhancements of a permanent nature made to the Premises.

"Improvement Costs" means the expenses incurred by Licensee in doing all the Work necessary for Build-out.

"Initial Operator" means any Sublicensee who shall first open for business on or before January 1, 1994.

"International Use Agreements" means collectively the respective agreements entitled the "Chicago-O'Hare International Airport Terminal Use Agreement and Facilities Lease" dated as of January 1, 1990 between the City and the respective airlines utilizing T-5 named therein.

"Partners" means D.F.I. and McDonald's.

"Landside" means those portions of T-5 as designated from time to time by the Commissioner to which the public has access without first going through security checkpoints.

"Licensee Improvements" means that portion of the Improvements which are to be completed by Licensee.

"Minimum Guarantee Fee" means that fee payable pursuant to Section 6.2 hereof.

"Non-Duty Free Merchandise Operations" means General Merchandise Operations and Special Merchandise Operations, combined.

"Office Premises" means such area or areas, if any, not included within the Retail Premises, located at T-5 or elsewhere at O'Hare International Airport as may be designated by the Commissioner from time to time in the Commissioner's sole discretion for use by the Licensee or any Sublicensee for offices.

"Operating Costs" means those costs paid or incurred by Licensee in maintaining and repairing the Premises and utility and mechanical systems serving the Premises (excluding capital expenditures, as determined in accordance with generally accepted accounting principles);

taxes paid by Licensee for the Premises (but not including income or franchise taxes); and costs of utility services (such as natural gas, water, sewage and electricity) consumed in the Premises to the extent not metered and billed separately to Sublicensee Premises by the utility provider.

"Percentage Fee" means that fee payable pursuant to Section 6.3 hereof.

"Percentage Rent" is defined in Section 3.10D(5).

"Premises" means the Retail Premises, the Retail Common Areas, the Office Premises and the Storage Premises, as shown on (Sub)Exhibit A as the same may be added to, deleted from or relocated by the Commissioner from time to time in accordance with this Agreement.

"Prime Rate" means the annual rate of interest announced from time to time by The First National Bank of Chicago (or any successor) at Chicago, Illinois, as its "corporate base rate", changing as and when such corporate base rate changes (and if such corporate base rate is no longer announced, then a comparable prime or reference rate for short-term commercial loans announced by such bank or one of the five largest banks in Chicago, Illinois shall be selected by the City and used in its place).

"Protected Retail Operations" means those Retail Operations consisting of the business of selling food and beverages, clothing, travel and gift items, newsstands (but not newsboxes), Unique merchandise and Duty Free merchandise for which Licensee shall have granted a Sublicensee an exclusive right to operate such business or sell particular products in T-5 and which exclusive right shall have been approved in writing in advance by the Commissioner. Protected Retail Operations shall not include (a) any businesses or sales of products not included in Retail Operations, (b) any of the following: catering for special events; temporary promotions; incidental sales or gifts of food, beverages or other items which are not the principal business of the seller or giver; any food or beverages provided by airlines including, but not limited to, uses permitted under Section 3.03 of any International Use Agreements; any use permitted to airlines; and electronic shopping or catalog sales or deliveries; or (c) uses in existence or granted prior to the execution of this Agreement.

"Purchasing Agent" means the head of the Department of Purchases, Contracts and Supplies of the City and any representative authorized to act on his behalf.

"Retail Common Areas" means those portions of the Premises designated for the common use of Sublicensees and patrons of more than one Sublicensee; for example, customer seating areas for a food court.

"Retail Operations" means retail businesses supplying food, goods and services to the public customarily provided in airport retail concessions or

in commercial retail centers including but not limited to stores, Duty Free shops, restaurants, bars, food courts, cafeterias, kiosks, carts, newsstands, and vending machines. Excluded are all ground transportation services, advertising, public telephone service, luggage carts, any food or beverages provided by airlines including, but not limited to, uses permitted under Section 3.03 of any International Use Agreements, insurance services, lottery sales, currency exchange services, banking services, car rental operations, the rental of storage lockers, television and radio rentals, the operation of movie theatres and other entertainment facilities, employee food services provided by the airlines or other tenants of T-5 to their respective agents and employees, business services (such as computer, facsimile, telex, secretarial, typing, messenger, conference facilities, and office use), any already existing contracts applicable to T-5, and any uses permitted to airlines or airline consortiums and all other uses not authorized by the Commissioner or falling within the categories of retail businesses described above. All Retail Operations conducted by Licensees or Sublicensees shall be conducted solely within the Premises.

"Retail Premises" means that portion of the Premises described in (Sub)Exhibit A and subject to amendment by the Commissioner and the Licensee and modified to reflect any space otherwise added or deleted pursuant to this Agreement, used or identified as being intended for use by Retail Operations, excluding the Retail Common Areas, Office Premises and Storage Premises.

"Shell and Core" means that portion of the structure of the Premises to be completed by the City.

"Special Merchandise Operations" means those Retail Operations (other than those selling Duty Free merchandise) such as jewelry stores, sports product stores, leather stores and other traditionally higher margin businesses as Licensee and the Commissioner may mutually agree upon.

"Standard Sublicense Agreement" means the form of contract to be used in agreements between the Licensee and the Sublicensees, developed in accordance with this Agreement, as the same may be amended from time to time by mutual agreement of Licensee and the Commissioner.

"Storage Premises" means such area or areas at T-5, if any, or elsewhere at O'Hare International Airport as may be designated by the Commissioner from time to time in the Commissioner's sole discretion for use by the Licensee for storage.

"Subcontracts" means all Sublicenses and all oral or written agreements with Subcontractors relating to the Premises or the operations therein.

**"Subcontractor"** means all Sublicensees, Design and Construction Contractors and all entities providing services on behalf of Licensee necessary for the operation and maintenance of the Premises. The term **"Subcontractor"** also includes subconsultants of any tier, subcontractors of any tier, Sublicensees of any tier, suppliers and materialmen, whether or not in privity with Licensee, including those of the Sublicensees and Design and Construction Contractors.

**"Sublicense"** means any agreement between Licensee and any Sublicensee granting the use or occupancy of any portion of the Premises to said Sublicensee or granting any rights to said Sublicensee to engage in any Retail Operations in any portion of the Premises.

**"Sublicensee"** means any person or entity engaging in any Retail Operations pursuant to a contract with the Licensee.

**"Sublicensee Improvements"** means that portion of the Improvements which are to be completed by Sublicensees.

**"Sublicensee Personal Property"** means all Sublicensees' furniture, trade fixtures, equipment, inventory and other personal property (excluding trademarks and trademarked items sold pursuant to license or proprietary equipment) necessary or used for purposes of operating the Retail Operations within the Premises.

**"Sublicensee Premises"** means that area of the Retail Premises which the Licensee sublicenses to Sublicensees.

**"Term"** means the period commencing as of the date hereof and expiring on December 31, 2003, unless earlier terminated in accordance with this Agreement.

**"Terminal Common Areas"** means all areas located within T-5 which are accessible to, and intended for use by, patrons of the Airport, excluding the Retail Common Areas and areas subject to license, lease or use agreements authorizing use or occupancy of such areas by a particular party or parties.

**"Unavoidable Delays"** means any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, laws, ordinances and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, or acts of God.

**"Unique Merchandise"** means special merchandise which is either trademarked or has a theme (e.g., Native American handicraft items) and is sold in a Retail Operation only selling merchandise with such theme.



"Work" means everything necessary for the design, engineering, construction and installation of the Improvements, excluding Shell and Core.

*Article 3.*

*Nature Of The Agreement.*

Section 3.1 Rights And Obligations Of Licensee.

A. Grant of License and Duties of Licensee. The City hereby grants to Licensee a license to conduct and manage Retail Operations solely in the Premises on the terms of this Agreement and Licensee hereby accepts from the City such license and the rights and duties of Licensee provided for herein. These duties include, without limitation:

1. Sublicensing all of the Retail Premises to Sublicensees;
2. Ensuring that the Sublicensees operate in a manner comparable to retailers in first-class retail projects in the Chicago metropolitan area and so as to not interfere with Airport operations or create a hazardous situation;
3. Managing the Premises in a first-class manner and diligently enforcing all the Sublicenses;
4. Causing Sublicensees to provide first-class products and services to meet the needs of the users of the Airport, which includes the special needs of foreign visitors;
5. Maximizing the Financial return to the City and Licensee and, in addition, providing quality services to the public in accordance with the pricing policies set forth in this Agreement; and
6. Being in the forefront of changing trends in the retail, food and beverage and services industries.

B. Operation and Access by Licensee. The Premises may not be used for any purposes other than those expressly permitted hereunder, unless the Commissioner gives his express written consent thereto. Licensee itself shall not conduct Retail Operations except as provided for in Section 3.10 of this Agreement. Licensee shall use the Retail Premises for Retail

Operations and no other use or purpose, except that Licensee may use an incidental portion of the Retail Premises for storage or office purposes in locations approved in advance by the Commissioner.

Subject to those rules and regulations promulgated by the Commissioner, Licensee shall have such rights of ingress and egress to and from the Premises over Terminal Common Areas and other public areas of the Airport as may be reasonably necessary for Licensee and its employees, agents, and Subcontractors and for each of their equipment and vehicles. Licensee shall control all of its vehicular traffic in the Airport, take all precautions as may be reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct movements of its vehicular traffic.

**Operation By Partners.** The Partners or their franchisees, directly or indirectly, may collectively conduct Retail Operations on no more than fifty percent (50%) of the square footage of the Retail Premises. Licensee has advised the City that initially D.F.I. shall in its individual capacity be a Sublicensee operating the Duty Free shop and McDonald's shall grant and maintain a franchise operating McDonald restaurants.

**Exclusivity; Right of First Opportunity.** If the Commissioner desires to enter into a lease of space or license of a use at any location within T-5 (outside the Premises) for any Retail Operation because (i) the Commissioner believes (based on surveys or other data and after having consulted with the Licensee regarding such matters) that the demand for Food and Non-Alcoholic Beverages use exceeds the capacity of the existing Sublicensees furnishing such services or the location of the Sublicensees furnishing such Food and Non-Alcoholic Beverages is not sufficiently convenient for patrons of T-5, or (ii) the Commissioner desires a Type of Retail Operation not presently provided in T-5 to be furnished, or (iii) T-5 has been expanded in size, then in any such instance the Commissioner shall notify Licensee of such proposed use and the area and location of such use, give Licensee the first opportunity to operate such space on the terms and conditions contained in this Agreement, and Licensee shall have a period of thirty (30) days after receipt of the Commissioner's notice within which to elect, by written notice to the Commissioner, to include such space in the Retail Premises governed by this Agreement. If Licensee does not elect to include such space within the Retail Premises in accordance with the time period set forth in this Section, then Licensee shall have no further right to receive a license to use such space for such proposed use, and the Commissioner shall have no further obligations to notify the Licensee concerning any lease or license relating to such space for such use; provided, however, the City shall not grant any third party the right to use such space for any use for which Licensee has granted an exclusive right to a Sublicensee for a Protected Retail Operation so long as (a) the Sublicensee continues to use the Sublicensee Premises for the Protected Retail Operations as to which the exclusive right applies and is not in breach of any of its obligations under its Sublicense, and (b) such exclusive right is in

effect, except that the City may lease space or license the use of space for any Protected Retail Operation as to which the exclusive right applies in those instances described in Section 3.1D(i) above where Licensee has not elected to include the space within the Retail Premises. The City's agreement in this Section 3.1D shall not apply to leases or licenses existing prior to the granting of such exclusive rights or to leases or licenses consisting of expansions of space by tenants under existing leases or licensees under existing licenses. Upon expiration of the term of any third party's license of such additional space, the provisions of this Section 3.1D shall again apply if the Commissioner desires to enter into a lease or license for such use during the Term of this Agreement. No Sublicensee shall be a third party beneficiary of the City's agreement stated above in this paragraph.

### Section 3.2 Nature Of The Agreement.

A. **Service to the Public.** The Licensee acknowledges and agrees that the Retail Operations are an important service to users of the Airport and vital for the economic development of the City, and that therefore the Licensee and the Sublicensees shall conduct themselves in a first-class, businesslike, efficient, courteous and accommodating manner. The Licensee shall, and shall cause the Sublicensees to, render those public services generally performed by parties providing Retail Operations at the Airport, including, without limitation, making reasonable change, giving directions, welcoming and assisting international travelers and assisting the public generally. The Licensee shall have the authority to manage and administer the Retail Operations, subject to the rights of the City specified herein to direct the Licensee in order to ensure that the Airport operates in the most effective and efficient way possible, and to supervise the performance of the Licensee and the Sublicensees as provided in this Agreement.

B. **Maximization of Business.** The Licensee covenants to take all reasonable measures to maintain, develop and facilitate the increase of the business conducted by the Sublicensees and, in addition, shall provide quality services to the public in accordance with the pricing policies set forth in this Agreement. The Licensee further covenants that it and the Partners will not divert or cause or allow to be diverted any business from the Retail Operations to other locations operated by Licensee or the Partners. Licensee shall not provide more or better services or more favorable treatment to Sublicensees who are Partners than those provided to other Sublicensees or discriminate against such other Sublicensees in the enforcement of their Sublicenses.

The Licensee agrees to promptly discontinue or remedy any practice of the Retail Operations or the sales of any items or the offering of any services which are objectionable to the Commissioner because they do not project a positive image of the City, and shall cause the Sublicensees to do likewise. Live entertainment is prohibited without the advance written approval of the Commissioner.

### Section 3.3 Food And Merchandise.

A. **Quality and Variety of Food and Merchandise.** The Licensee shall ensure that the Sublicensees offer a variety of food, goods, and services representative of the Chicago metropolitan area which meets the needs of the users of the Airport. Specifically, the Licensee must cause there to be a first-rate food court of a quality comparable to major shopping centers in the Chicago metropolitan area. The Licensee shall ensure that there is sufficient food and merchandise to stock the Premises fully and service customers, including supplying all necessary utensils. All food must be first quality and all merchandise must be new and of first quality.

B. **Brands.** To the extent practical, the Licensee shall cause the Sublicensees to use well-known, respected, quality brand name products.

### Section 3.4 Hours Of Operation.

The Retail Operations shall remain open to the public at all hours and days when there is a reasonable level of passenger activity in T-5 as established from time to time by the Commissioner (given scheduled or predictable airline arrivals or departures); provided, however, that there shall be Food and Non-Alcoholic Beverage service twenty-four (24) hours a day, seven (7) days a week, from at least one Sublicensee Premises Landside (and one Sublicensee Premises Airside if there is passenger activity Airside). If Licensee believes it is in the best interest of the City and Airport users, the Licensee shall recommend to the Commissioner that a portion of the Retail Premises maintain shorter hours, and the Commissioner shall cooperate with the Licensee in establishing new hours of operation, if warranted. Any other reduction in hours is subject to the prior written approval of the Commissioner. In the event the Commissioner deems it appropriate or necessary, the Licensee agrees that it shall cause some or all of the Retail Premises to remain open for such shorter or longer periods as directed by the Commissioner, provided, however, longer hours shall not be required without first consulting with Licensee concerning the reasons therefor.

### Section 3.5 Refuse Handling.

The Licensee, at its own cost and expense, shall provide for the handling of all trash, garbage and other refuse created by the Retail Operations and the disposal of same to a centrally located dump site within T-5 or the Airport designated by the Commissioner from time to time. All such handling and disposal shall be done in accordance with all applicable ordinances, rules and regulations and any program established from time to time by the Commissioner in a sanitary and environmentally safe manner. The City shall be responsible for transporting all such refuse from the central dump site for final disposal within a citywide dump site and shall charge Licensee for the cost thereof in a fair and equitable amount relative to the charges

made to other occupants of the Airport in view of the nature and volume of the trash, garbage and other refuse generated by Licensee and its Sublicensees.

### Section 3.6 Utilities.

Licensee shall pay for natural gas, water, sewage and electricity furnished to the Premises. Where Sublicensees can be separately metered and billed by the utility provider, Licensee shall install meters or cause meters to be installed. Where the utility provider does not permit or require separate meters, but submetering by Licensee to measure usage is practical, Licensee will be required to install and maintain individual meters for each Sublicensee Premises to measure consumption and may charge the Sublicensees for utility service, such charge to be based on rates charged Licensee and the Sublicensee's consumption.

### Section 3.7 Pricing.

A. Street Prices. The Licensee shall not charge and shall ensure that the Sublicensees do not charge prices in excess of one hundred and ten percent (110%) of Street Prices, as hereinafter defined, for the following products or services; (i) necessities, including without limitation, non-prescription drugs and personal hygiene products; (ii) Food and Non-Alcoholic Beverages, as designated by the Commissioner from time to time; and (iii) such other products from time to time designated by the Commissioner. The Street Price shall be determined as follows:

1. If a Sublicensee conducts business in non-Airport locations, the Street Price is the price charged for the same merchandise, food and beverage, or service at the nearest non-Airport location (provided, however, if a Sublicensee operates in downtown Chicago, then that location shall be used for comparison), excluding short-term promotional prices.

2. If a Sublicensee does not operate in non-Airport locations, the Street Price for all such goods and services except as provided in Subsection 3 of this paragraph with respect to food and beverages sold for immediate consumption by restaurant, snack bar or other food and beverage operations, is the average price charged for such goods and services by comparable businesses in the metropolitan Chicago area where comparable products or services are sold (e.g., 7-11 convenience stores, JC Penney department stores and Walgreens drug stores). Notwithstanding Subsection 3 of this paragraph, this Subsection 2 is intended to govern the Street Price of packaged food including, without limitation, candy, gum, pre-packaged snack items and other food and beverages sold for consumption off Premises.

3. If a Sublicensee does not operate in non-Airport locations, the Street Price for all food and beverage items (including Alcoholic Beverages) sold for immediate consumption by any restaurant, snack bar, or other food and beverage operation shall be based on menu prices or price lists of comparable businesses or restaurants operating in the Chicago metropolitan area (as mutually and reasonably agreed to by the Licensee and the City, taking into account variations in quality, service and ambiance at such comparable establishments).

4. If the product or service offered is neither sold by the Sublicensee in non-Airport locations nor readily available from comparable businesses in the Chicago metropolitan area, and does not fall within any other category described in this paragraph, the Street Price shall be based on reasonable comparisons mutually agreed to by the parties.

5. If the Sublicensee sells Duty Free merchandise, then the Street Price of such Duty Free merchandise shall be based on reasonable comparisons with other Duty Free airport shops.

B. Other Pricing Policy. The Commissioner may adopt other pricing policies, with which Licensee and Sublicensees shall comply, to restrict overcharging and price gouging by Sublicensees due to their dominant market position and any exclusive rights granted, but in no event shall the Commissioner require prices lower than the Street Prices.

### Section 3.8 Management.

A. Personnel. Licensee shall maintain a full time professional staff during the term of this Agreement of sufficient size, expertise and experience to manage the Retail Operations and to serve as a liaison with the Commissioner and the Sublicensees. Licensee shall also cause the Sublicensees to maintain sufficient experienced personnel at their respective Retail Premises. The Commissioner reserves the right to approve the key management personnel responsible for the day-to-day operation of the Premises.

B. Director of Operations. Without limiting the generality of Paragraph A of this Section, the Licensee shall designate a Director of Operations experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Retail Operations. The Director of Operations (or his or her authorized representative) shall be immediately available whenever any of the Retail Operations are open, the base of operations of the Director of Operations shall be at the Airport, and the Director of Operations shall spend substantially all of his working hours at the Airport. The Director of Operations shall be subject to dismissal at the direction of the Commissioner if the Commissioner determines, in his

sole discretion, that the Director of Operations is not performing up to standards consistent with the fulfillment of Licensee's obligations.

C. Staffing. All employees of the Licensee shall wear identification tags, where appropriate, and shall be courteous and helpful to the public.

D. Salaries. Salaries of all employees of the Licensee and its Subcontractors performing services under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor pursuant to the "Anti-Kickback" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874, and Title 40 U.S.C., Section 276c). The Licensee shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all Subcontracts covering work under this Agreement to insure compliance of all Subcontractors with such regulations and with the other requirements of this Subsection D, and shall be responsible for the submission of affidavits required thereunder, except as the United States Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

E. Prevailing Wages. The Licensee shall comply with the applicable provisions of 820 ILCS 130/0.01 et seq. regarding the payment of prevailing wages, and General Wage Decision No. IL 91-9, attached hereto as (Sub)Exhibit L and incorporated herein by this reference, and any successors thereto. Licensee shall insert appropriate provisions in all Subcontracts covering work under this Agreement to ensure compliance of all Subcontractors with the foregoing wage decisions and regulations.

F. Management Responsibilities. In its capacity as the licensee under this Agreement, and not as an agent of the City, Licensee shall manage the Premises in accordance with this Agreement, in furtherance of which Licensee shall, among other things: (i) visit each Sublicensee's Premises daily to monitor compliance with this Agreement, and shall provide for periodic reports of Sublicensee's sales pursuant to Section 6.8 of this Agreement; (ii) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the Premises, answer in writing all written customer complaints within ten (10) days after receipt thereof and furnish a copy of the complaint and said answer to the Commissioner within said ten (10) day period; (iii) subject to the approval of the Commissioner, adopt and promulgate reasonable rules and regulations from time to time regarding the use and operation of the Retail Common Areas and take appropriate measures to enforce such rules and regulations; and (iv) promptly furnish the Commissioner with copies of all written notices received by Licensee from any governmental authority or any Subcontractor with respect to the Premises or any Subcontract.

G. Meetings. The Licensee shall meet regularly with the Commissioner to discuss matters relating to this Agreement. In addition, at the Commissioner's request, the Licensee shall attend other meetings with the City, airlines, users of T-5, or any other parties designated by the Commissioner.

### Section 3.9 Promotion.

A. Signs and Advertising. The Licensee and the Sublicensee may, at their own expense, install and operate necessary and appropriate identification signs in the Premises for their promotional use (identifying the Retail Operations at the Premises in question or the products sold therein), in accordance with signage criteria adopted by the Commissioner from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design. Existing signs which were in compliance with the signage criteria in effect at the time of their installation shall not be required to be removed because of a subsequent change in the signage criteria, provided that said signs are in good condition and that the cost of installation thereof has not yet been fully amortized in accordance with generally accepted accounting principles consistently applied. Without the prior written consent of the Commissioner, the Licensee and its Subcontractors shall not distribute any advertising, promotional or informational pamphlets, circulars, brochures or similar materials at the Airport except within the Retail Premises.

B. Marketing. The Licensee shall perform the level and type of advertising, public relations, and marketing required pursuant to the marketing plan in effect from time to time. Licensee shall submit an annual marketing plan to the Commissioner for each calendar year. The Sublicensee shall consult with the Commissioner regarding Licensee's marketing plan for 1993. The marketing plan for 1994 shall be submitted no later than September 30, 1993, and the marketing plans for each succeeding calendar year shall be submitted by September 30 of each preceding year. The marketing plan shall be subject to the Commissioner's prior written approval. In addition, the Licensee shall conduct periodic consumer surveys and shall regularly study industry trends. Licensee shall provide written reports to the Commissioner summarizing the results of such surveys and studies.

### Section 3.10 Sublicenses.

A. Nature of Sublicensees. It is the intention of the parties hereto that Licensee shall enter into Sublicenses with approved Sublicensees in accordance with the terms of this Agreement. Sublicensees shall be experienced retailers capable of servicing international customers, and shall include a mix of nationally recognized and local entities.



B. Selection of Initial Operators. The City hereby consents to Licensee's proposed list of the Sublicensees set forth in (Sub)Exhibit B as the Initial Operators of those Retail Operations listed therein, identified as to type and location. Any replacement of a Sublicensee or change in the character of said Sublicensee's business is subject to the prior approval of the Commissioner.

C. Selection of Other Sublicensees. With the exception of the Initial Operators, all Sublicensees shall be selected by Licensee from a list of qualified Sublicensees developed by Licensee from time to time utilizing a merit-based qualification process involving public notice. It is understood and agreed (and Licensee shall so notify all prospective Sublicensees) that names of prospective Sublicensees may be added to or deleted from said list from time to time, and that the inclusion of any given party on said list shall not provide any assurance that said party will in fact be selected as a Sublicensee. The Commissioner's consent to any given Sublicensee shall not exempt said Sublicensee from the foregoing qualification process with respect to any additional space other than the space then licensed to said Sublicensee (other than expansion space added pursuant to an expansion option contained in said Sublicensee's Sublicense), or with respect to any extension or renewal of the term of said Sublicensee's license beyond the initial term of said Sublicensee's original Sublicense and any renewal periods contained therein. The selection process, the proposed type of business and any Sublicensees are subject to prior written approval by the Commissioner, which approval shall not be unreasonably withheld taking into consideration both the goals of the City and the goals of the Licensee, and the purpose of this Agreement.

D. Standard Sublicense Agreement.

(1) Licensee shall prepare a Standard Sublicense Agreement in accordance with the terms and conditions of this Agreement. The Standard Sublicense Agreement shall not prejudice or conflict with any of the City's rights under this Agreement, or applicable laws, rules or regulations. To the extent that Licensee is required under this Agreement to cause any Retail Operations to be operated in a certain manner or wherever, in order to give effect to Licensee's obligations hereunder, it shall be necessary or desirable to impose corresponding obligations directly upon the Sublicensees, said obligations shall be incorporated in the Standard Sublicense Agreement.

(2) The Standard Sublicense Agreement shall provide that each Sublicense is and shall be subject and subordinate to this Agreement and if this Agreement or the license relating to such Sublicensee's Premises is terminated, by lapse of time or otherwise, prior to expiration of the term of the Sublicense (the date of such termination is referred to herein as the "Termination Date"), then said Sublicense shall terminate effective upon the Termination Date, unless the Commissioner elects, on behalf of the

City or any other third party selected by the City, to assume the rights and obligations of Licensee under such Sublicense by providing written notice thereof to the Sublicensee. In such event, the rights and obligations of Licensee under said Sublicense shall be deemed to have been assigned and transferred to the City or such other third party designated by the Commissioner as of such Termination Date and said Sublicensee shall be deemed to have made full and complete attornment to the City or such other third party for the balance of the term of such Sublicense without any action or confirmation from Sublicensee and, further, in such event, upon request from the Commissioner, said Sublicensee shall enter into a new Sublicense with the City or such other third party on the same terms and conditions as the Sublicense that has been transferred.

(3) The Standard Sublicense Agreement and each Sublicense shall also provide that, if the City assumes the rights and obligations of the Licensee under any Sublicense, the City shall have the right at any time, by providing written notice thereof to the Sublicensee, to assign its rights, title and interest under such Sublicense to a third party selected by the City, and from and after the effective date of such assignment, the City shall no longer have any obligation or liability under the Sublicense.

(4) The Standard Sublicense Agreement and each Sublicense shall further provide that, in no event shall the City or such other third party designated by the Commissioner to assume Licensee's rights and obligations under the Sublicense Agreement be liable for (a) any prior acts or defaults of Licensee under the Sublicense, (b) completion of any Improvements relating to said Sublicensee's Premises, or (c) return of any security deposits of said Sublicensee except to the extent said sums (specified as such with specific reference to the Sublicense pursuant to which it was deposited) have been transferred to the City or such other third party.

(5) Licensor agrees that it shall not permit any Sublicensee to pay the monthly rental or license payments under its Sublicense more than two (2) months in advance of its respective due date. The Standard Sublicense Agreement shall (a) provide for the obligation of the Sublicensee to pay (i) a minimum guarantee fee, structured analogously to the Minimum Guarantee Fee set forth in Article VI of this Agreement, and (ii) a percentage fee ("Percentage Rent") based on the Gross Revenues of the applicable Sublicensee Premises, provided that the amount of the Percentage Rent applicable to any given Sublicensee shall be as set forth in Section 3.10E of this Agreement, and (b) contain restrictions analogous to the restrictions on Transfers set forth in Section 9.7B of this Agreement. The Standard Sublicense Agreement may provide for (i) the pass-through of Operating Costs, (ii) the payment by the Sublicensee of a monthly payment in the amount required in order to cause any Improvement Costs paid for by Licensee with respect to said Sublicensee's Sublicensee Premises (and any tenant allowances furnished to said Sublicensee to finance Sublicensee's construction of said Sublicensee's Sublicensee

Improvements) to be fully amortized over a term (the "Sublicensee Amortization Period") to be determined in accordance with Subsection 3.10E hereof, computed on a level term annuity basis utilizing an interest rate equal to the Prime Rate plus two percent (2%) per annum, and (iii) a management fee, which may be retained by Licensee, of five percent (5%) or less of the Sublicensee's Gross Revenue. Licensee shall negotiate the terms of the respective Sublicenses in such a manner that the obligations to pay for all pass-through items shall be apportioned on an equitable basis among the Sublicensees, to the extent that such items are not metered and billed separately to said Sublicensees.

(6) Subject to the right of the Licensee to request a waiver of this provision, the Standard Sublicense Agreement shall also grant to Licensee a security interest in the Sublicensees' Personal Property. Licensee may request the Commissioner, in writing, to waive the foregoing provision in connection with any Sublicense Agreement entered into, or to be entered into, by Licensee. The Commissioner shall respond promptly to any such request by Licensee and may determine to waive or not to waive such provision for any one or more particular Sublicense in a commercially reasonable manner. The Standard Sublicense Agreement shall further provide that no Sublicensee may grant a security interest in its respective Sublicensee Personal Property, other than the security interest provided for herein, without the written approval of the Commissioner.

(7) The Standard Sublicense Agreement shall also grant to the City the direct right to enforce the Sublicense at the Commissioner's election in the place and stead of Licensee.

(8) The Standard Sublicense Agreement shall also provide that, in the event of expiration or other termination of the Sublicense, the City or Licensee shall have the right to purchase the Sublicensee's Personal Property upon the terms and conditions to be established in the Standard Sublicense Agreement.

(9) Prior to use by the Licensee, the Standard Sublicense Agreement is subject to the prior written approval of the Commissioner. The Standard Sublicense Agreement shall not be modified or amended except by means of a writing executed by the Commissioner and Licensee.

#### E. Documentation of Agreement with Sublicensees.

All agreements with Sublicensees shall be made in the form of the Standard Sublicense Agreement approved by the Commissioner, containing such variations as may be approved by the Commissioner, and are subject to the prior written approval of the Commissioner. Without prior written approval of the Commissioner, which may be granted, withheld or conditioned in the Commissioner's sole and absolute discretion, the Percentage Rent payable to Licensee by any individual Sublicensee under

its Sublicense shall be equal to the applicable percentages of said Sublicensee's Gross Revenues as set forth in (Sub)Exhibit G (applied on a marginal revenue basis as illustrated on (Sub)Exhibit G-1) based upon the character and volume of the Sublicensee's business. The Commissioner's approval of any exclusive right to sell or provide any particular goods or services or conduct a particular business in all or part of T-5 and the Commissioner's approval of any variation of the rent structure from that set forth in the Standard Sublicense Agreement may also be granted, withheld or conditioned upon the Commissioner's sole and absolute discretion. The Commissioner's approval of all of the other proposed terms and conditions of the Sublicense, including without limitation, the proposed term, the nature of the proposed Sublicensee's business and the compatibility of the proposed use with the other Retail Operations at T-5 and with the objective of achieving an appropriate mix of Retail Operations, shall be granted, withheld or conditioned by the Commissioner on a commercially reasonable basis. The Sublicensee Amortization Period applicable to any given Sublicensee shall be not less than the lesser of (i) three (3) years and (ii) the term of said Sublicense, nor greater than the term of said Sublicense, provided that the Sublicensee Amortization Period may be shorter than the foregoing if said shorter period shall be approved by the Commissioner in the Commissioner's sole and absolute discretion. The Licensee may make immaterial variations from the Standard Sublicense Agreement without the approval of the Commissioner but shall identify all such variations to the Commissioner. In order to facilitate the review process, Licensee shall furnish the Commissioner with drafts of all proposed Sublicenses, marked to identify all variations, if any, from the Standard Sublicense Agreement. The Licensee shall furnish the Commissioner with a copy of all such executed agreements, and no such agreement shall be amended without the prior written consent of the Commissioner, in its sole and absolute discretion.

F. Defaults Under Sublicenses. Licensor shall promptly notify the Commissioner of any default by any Sublicensee involving the failure of such Sublicensee to pay any sums when due under its Sublicense or any other material events which, with the passage of time or the giving of notice, or both, would constitute a default on the part of any Sublicensee under its Sublicense. Licensee shall provide the Commissioner with copies of all notices of default delivered to any Sublicensee concurrently with delivery of any such notice to Sublicensee. Licensee shall utilize good faith efforts to enforce Sublicensee's obligations under said Sublicense and in the event Licensee shall not do so promptly, the Commissioner shall be and hereby is authorized to enforce said obligations directly against said Sublicensee in the place and stead of Licensee and Licensee hereby assigns and delegates all of its rights in connection with said cause of action, including the right to institute the cause of action, file an appearance on behalf of the Licensee, and settle or compromise said cause of action.

**G. Providing Continuous Retail Operations.**

(1) In the event a Sublicensee ceases operating for any reason, Licensee shall provide for interim operation of the affected Retail Premises such that said premises are re-opened as soon as reasonably possible, but in any event within twenty (20) days. The Licensee may conduct such Retail Operations on an interim basis not to exceed six (6) months, during which time Licensee shall act diligently to procure a suitable substitute Sublicensee. Alternatively, Licensee is entitled to have a Sublicensee who already is operating at the Premises to operate such Retail Premises on an interim basis not to exceed six (6) months, during which time Licensee shall act diligently to procure a suitable substitute Sublicensee. All such interim operations of such Retail Premises shall be required to comply with the terms of the prior Sublicensee's Sublicense, except for those terms, if any, which are incapable of being performed by any party other than said prior Sublicensee, and except for those terms pertaining to the duration of said Sublicense.

(2) In the event a Sublicensee Premises is operated on an interim basis by the Licensee or another Sublicensee, the permanent replacement Sublicensee shall be selected in accordance with paragraph C of this Section. The occurrence of a default or Event of Default by any Sublicensee under its Sublicense, or the termination by a Sublicensee of operations shall not release the Licensee from any of its responsibilities hereunder, including, without limitation, those regarding compensation to the City and D.B.E. compliance.

(3) In the event: (a) the Licensee fails to continuously provide Retail Operations pursuant to this Section 3.10G, or (b) the interim agreements described in this paragraph last for a period in excess of six (6) months, the Commissioner shall be authorized to delete and remove the affected portions of the Retail Premises from the Retail Premises, upon thirty (30) days prior written notice. Such deletion shall not alter any of the Licensee's obligations under this Agreement. At any time thereafter, the Commissioner shall have the right, at his sole election, to reincorporate said space in the Retail Premises, irrespective of whether the Commissioner shall have obtained a new Sublicensee for said space, and irrespective of the terms of any such Sublicense as the Commissioner may have entered into with respect to said space; and in any event, Licensee shall reimburse the City for all costs incurred by the City in connection with obtaining said substitute Sublicensee. Licensee further acknowledges that failure on its part to comply with the provisions of this Agreement would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, relative to loss of services to Airport visitors and loss of good will as a result of interferences with the delivery of the services, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or

quantify. Accordingly, the parties have agreed that if any portion of the Retail Premises is not being operated during the term of this Agreement in accordance with this Agreement, then, in addition to all other remedies that the Commissioner may have at law or in equity, the Licensee shall pay the City, as liquidated damages in connection with said loss of good will, One Hundred Dollars (\$100.00) per day per Sublicensee Premises. Such liquidated damage payment shall continue from the date of breach until the earlier of (i) the date such breach is cured (ii) the date the affected portion of the Premises are deleted from this Agreement, or (iii) the date of termination of this Agreement. Said liquidated damages shall be paid monthly. Notwithstanding anything to the contrary herein contained, in the case of the cessation of Retail Operations by any Sublicensee for any reason during the final two (2) years of the Term, Licensee's failure to procure a suitable Sublicensee within six (6) months in accordance with this Section 3.10G shall not constitute a breach of Licensee's obligations under this Agreement provided Licensee shall have made, and shall continue to make, a good faith effort to procure a suitable Sublicensee in accordance with this Agreement and shall continue to cause Retail Operations to be conducted in the Retail Premises in question.

#### Section 3.11 D.B.E. Compliance.

The City is committed to enhancing the opportunities of disadvantaged business. Accordingly, the Additional Special Conditions Regarding Disadvantaged Business Enterprise Commitment (in connection with Airport Business Opportunities) and executed schedules are attached hereto as (Sub)Exhibit C. Notwithstanding anything contained herein to the contrary, the D.B.E. Concession Goal for this Agreement is thirty percent (30%) of Gross Revenues, the Specific Concession Goal is thirty percent (30%) of Gross Revenues and the goal for the Work is thirty percent (30%). Licensee commits to satisfy these goals and shall indicate all D.B.E.s identified at this time in the appropriate schedules included in (Sub)Exhibit C.

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, Subpart F. Licensee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concessions agreement covered by 49 C.F.R. Part 23, Subpart F. Licensee agrees to include the above statements in any subsequent contracts that it enters into with Subcontractors and cause those businesses to similarly include the statements in further agreements, where appropriate and when required by law.

*Article 4.*

*Responsibilities With Respect To T-5 And The Premises.*

Section 4.1 Shell And Core.

The City shall endeavor to deliver the Shell and Core as described in (Sub)Exhibit D, incorporated herein by reference, in phases in accordance with the following schedule:

Project Phase	Delivery Date
Phase I (as described in (Sub)Exhibit D)	April 15, 1993
Phase II (as described in (Sub)Exhibit D)	July 1, 1993

The Commissioner and Licensee shall inspect the respective improvements as of the applicable delivery dates therefor, and shall develop a punch list of any items of work required to be completed by the applicable delivery date which have not been completed. The City shall deliver the Shell and Core for the respective phases to Licensee on the applicable delivery date, and shall, at its sole cost and expense, cause all work identified on said punch list to be diligently completed. In the alternative, in the interest of causing the completion of the Improvements in accordance with the Construction and Opening Schedule, the Commissioner may instruct Licensee to complete said punch list items utilizing Licensee's own contractors and the cost incurred by Licensee in connection therewith may be credited against all Fees thereafter becoming due and payable from Licensee to City hereunder until such costs have been fully recovered by Licensee. The City makes no warranty, either express or implied, as to the design or condition of the Premises or the Shell and Core or the suitability of the Premises for the Licensee's purposes or needs. The City shall not be responsible for any latent defect and the Licensee shall not, under any circumstances, withhold any amounts payable to the City hereunder on account of any defect in the Premises or the Shell and Core.

Section 4.2 Licensee's Improvement Obligations.

A. Work Requirements. The Licensee shall complete, or cause to be completed, at Licensee's sole cost and expense, all Improvements in

accordance with all applicable rules, regulations, and standards, including without limitation, the Design and Construction Provisions set forth in (Sub)Exhibit E, the Construction and Opening Schedule set forth in (Sub)Exhibit F, incorporated herein by reference, and the plans and specifications therefor to be developed by Licensee subject to the approval of the Commissioner. The Commissioner and Licensee agree to act in good faith and with all due dispatch in order to finalize said plans and specifications on or before the delivery date for Phase I of the Shell and Core as set forth in Section 4.1 and in sufficient time for Licensee to meet the Construction and Opening Schedule.

B. Improvement Costs. The Licensee agrees to ensure the expenditure of a minimum of Seven Million One Hundred Thirty-two Thousand Three Hundred Thirty-eight and no/100 Dollars (\$7,132,338.00) on Improvements. The Licensee acknowledges and agrees that the above-described investment level is a minimum investment requirement and that the Licensee shall pay any and all additional costs and expenses necessary for the Premises to satisfy the standards provided for herein. Licensee further agrees that, notwithstanding the fact that an affiliate of Licensee may act as general contractor with respect to all or a portion of said work, Licensee shall not pay to said affiliate an amount greater than would have been paid had the work been undertaken for competitive consideration by a third-party contractor under an agreement negotiated at arm's-length; and provided further that neither Licensee nor any affiliate of Licensee shall be entitled to any fee, mark-up or payment for overhead or administrative costs in connection with said construction.

#### Section 4.3 Certification Of Improvement Costs.

Upon completion of Build-out, the Licensee shall provide Commissioner with a statement certified by its architect, setting forth the Improvement Costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. The Licensee shall make available to the Department, at the Commissioner's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. If the Commissioner disputes the amount of Improvement Costs claimed by the Licensee, the City may hire an independent appraiser to determine the Improvement Costs. If the independent appraiser determines that Improvement Costs are less than the minimum required, the difference, as well as the City's cost of hiring such independent appraiser, will be paid to the City by the Licensee within sixty (60) days of the appraiser's determination.



#### Section 4.4 Construction And Opening Schedule.

The Licensee must meet the requirements of the Construction and Opening Schedule. Any Improvements made after the opening of T-5 must be done in a manner so as not to disrupt Airport operations.

A. Time Is Of The Essence In The Performance Of This Agreement. In addition, the Licensee acknowledges that, in the event it fails to satisfy construction and opening schedule requirements, such delay may cause the City to suffer substantial damages which might be difficult to ascertain or prove. For that reason, in the event Licensee shall not cause the Phase I Improvements or the Phase II Improvements, as the case may be, to be substantially completed and open to the public for business in accordance with the approved plans and specifications relating thereto and in accordance with the Construction and Opening Schedule and otherwise in accordance with this Agreement, subject to Unavoidable Delays and subject further to extension as provided hereinbelow in this Section 4.4, Licensee shall pay to the City liquidated damages for each day from and after the date the Improvements were required to be completed and open to the public for business, through and including the date on which said Improvements are substantially completed in accordance with the approved plans and specifications relating thereto and open to the public for business, at the rate of (i) \$500 per day in the case of the Phase I Improvements, and (ii) \$1,500 in the case of the Phase II Improvements. In addition, in either such event, Licensee shall cooperate with the Commissioner in providing such interim retail operations, from food carts, kiosks and the like, as may reasonably be required to serve the patrons of T-5 until such time as the applicable phase of the improvements shall have been completed and shall be open to the public for business. Notwithstanding the payment of the foregoing liquidated damages, it shall be an Event of Default if, for any reason, the improvements are not substantially completed in accordance with the approved plans and specifications relating thereto and open to the public for business on or before March 31, 1994, and the City shall have the right to exercise any and all remedies in connection therewith as set forth in Section 8.2. The deadlines for completion and opening of the Improvements, as set forth in the Construction and Opening Schedule, shall be extended to the extent reasonably required in order to reflect any delays in the construction of the Improvements caused by the failure of the City to deliver Phase I or Phase II of the Shell and Core, as the case may be, in accordance with (Sub)Exhibit D, on or before the applicable deadlines set forth in Section 4.1 of this Agreement; provided, however, if (i) the Commissioner authorizes the Licensee, in writing, to take extraordinary measures, including the payment of overtime and the hiring of additional workers or shifts of workers as may be necessary in order to cause said deadlines to be satisfied or approached more closely, notwithstanding the City's failure to deliver the Shell and Core at the time or times required hereunder, and (ii) in Licensee's good faith judgment, it shall be possible to complete the Improvements prior to the applicable deadlines or approach them more closely by taking said extraordinary measures, then the deadlines for construction of the

Improvements shall only be extended by the period of delay unable to be made up by such extraordinary measures.

B. In the event the Commissioner authorizes in writing the taking of extraordinary measures to reduce any delay in construction and opening or to change any Shell and Core Work to accommodate the Improvements and approves the costs related thereto, and provided the Improvement Costs incurred and paid by Licensee, including the construction costs incurred in connection with such extraordinary measures, equal or exceed the minimum amount reflected in Section 4.2B, Licensee may credit the reasonably necessary incremental construction costs occasioned by the taking of said extraordinary measures against all Fees thereafter becoming due and payable from Licensee to City hereunder until such costs have been fully recovered by Licensee.

#### Section 4.5 Refurbishment And Alterations.

A. Refurbishment Requirements. The Licensee shall refurbish and renovate the Premises after Build-out sufficiently to maintain the Premises in a modern, top-flight condition throughout the term of the Agreement. All such refurbishments, alterations, additions or replacements shall be pursuant to a written plan, subject to the prior approval of the Commissioner. Any such refurbishments, alterations, additions and replacements must be performed in accordance with the terms hereof, including those contained in (Sub)Exhibit E.

B. Minimum Dollar Obligation for Repair and Replacement. In connection with the Licensee's refurbishment obligations, the Licensee shall spend, or cause each Sublicensee to spend as to its Sublicensee Premises, not less than the following amounts per square foot for such refurbishment and renovation of the respective areas as provided in Section 4.5 by the dates hereinafter set forth in accordance with the plan developed pursuant to Section 4.5A hereof:

Date	Areas	
	Sublicensee Premises	Retail Common Areas
December 31, 1996	\$15.00	\$30.00
After December 31, 1996 and before December 31, 1999	\$15.00	\$30.00

#### Section 4.6 Change In Premises.

The Commissioner reserves the right to withdraw one or more portions of the Premises from the terms and provisions of this Agreement; provided, however, the Commissioner shall use reasonable efforts to replace such portion of the Premises with substitute space in T-5, to the extent feasible. In such case, if substitute space cannot be found, the Minimum Guarantee Fee shall be reduced proportionately based on the reduction in Gross Revenues attributable to the space excluded from the Retail Premises, unless the Licensee and the Commissioner agree otherwise. In the case of a required reduction in the size of the Premises pursuant to this Section 4.6, if substitute space is not found, the Licensee shall be entitled to a credit against Fees for the amount of its unamortized Improvement Costs calculated as provided in Section 6.4 of this Agreement, reasonably attributable to that space deleted from the Premises. The Commissioner also reserves the right to require the Licensee to relocate installed Improvements within T-5 when in the sole opinion of the Commissioner, such is convenient or necessary to meet the operational needs of the Airport other than for the purpose of providing Retail Operations. At any time during the term of this Agreement, the Commissioner may require Licensee to relocate all or part of the Premises to accommodate a change in design or use of T-5 or for other reasons. Any such relocation shall be accomplished as expeditiously as is reasonable under the circumstances. The City will, to the extent possible, provide Licensee with a substitute area which is comparable in size and access to passengers or other T-5 visitors to those that are being vacated.

In the event the Commissioner determines it is necessary to relocate all or a portion of the Premises, the following shall occur:

(a) The City shall notify Licensee in writing within a reasonable period (not less than one hundred twenty (120) days in advance of the relocation) of all or part of the Premises (but notice shall not in any case be required more than 180 days in advance).

(b) The City shall be responsible for all reasonable and verified costs incurred in the relocation of all or a portion of the Retail Premises, including, but not limited to, moving of the Licensee's and Sublicensee's equipment and inventory and the cost of constructing replacement Licensee Improvements and Sublicensee Improvements to the condition they were in as of the date of location, to the extent comparable improvements do not already exist. In the case of a relocation, Licensee shall vacate the portion of the Premises being relocated and as to which the license is being terminated and return such portion of the Premises in the condition as required elsewhere under this Agreement. Licensee shall be entitled to credit the amount of the costs incurred by Licensee in connection therewith against the Fees due and owing to the City from

Licensee from time to time until the full amount of said costs have been recovered by Licensee.

#### Section 4.7 Maintenance.

A. **Obligations of the City.** The City, at its sole cost and expense, shall keep in good repair the Terminal Common Areas, roof, structures, foundations and central mechanical, plumbing and electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and electrical service to the Airport. The City shall provide, without separate charge to Licensee, heating, ventilating and cooling of the Terminal Common Areas, Retail Common Areas and the Premises; provided, however, that Licensee shall provide for such supplemental heating, cooling and exhaust facilities as may be required to properly heat, cool, ventilate and exhaust air in the Premises. The City reserves the right to interrupt temporarily the heating, air cooling, ventilation, plumbing or electrical services furnished to the Premises to make emergency repairs or for other reasonable purposes, and the City shall restore said services as soon as reasonably possible. The City shall have no responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Premises, to T-5 or to the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control.

B. **Maintenance by Licensee.** Licensee shall provide all cleaning and janitorial services to the Premises. Licensee shall clean, maintain and repair (including replacements, where necessary) the Premises and other facilities serving primarily the Premises in first-class condition and repair during the entire term of this Agreement. Without limiting the foregoing, Licensee shall maintain utility lines to the Premises as follows: (a) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve the Premises and other areas of T-5, Licensee shall only be obligated to maintain those branch lines and facilities that are located within and serving the Premises; and (b) where the utility lines are solely for the use of the Premises, Licensee shall be obligated to maintain such utility lines from the Premises up to the main entry point to T-5. Alternatively, the City may maintain such lines and charge Licensee the reasonable cost of such maintenance. Licensee shall be responsible for cleaning and maintaining grease traps and drain lines that serve primarily the Premises. Grease traps and drain bins shall be cleaned and maintained as necessary, but not less than twice each month. Licensee shall maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Premises. Licensee shall maintain and clean all restrooms and associated plumbing located in or serving the Premises. Licensee shall remove all food spillage in

the Premises and adjoining common areas. Licensee shall be responsible for pest control within the Premises by contracting with a professional pest control service to provide service on a regular basis and as needed, or at the City's election, the City may provide or contract for such pest control and charge Licensee a reasonable charge for such service. The City and Licensee shall coordinate all pest control service. Licensee shall furnish the City a copy of its pest control contract. If fixtures or equipment are installed in or attached to roof vents or other openings in the structure or to ducts which connect with such openings, Licensee shall keep such ducts, vents and openings free from the accumulation of grease, dirt and other exhaust matter and shall furnish and service any filters or other equipment necessary to prevent such accumulation. To the extent any City ordinance imposes a stricter standard than the requirements of this Section 4.7, such stricter standard shall govern.

#### C. City's Right to Perform Licensee's Maintenance Obligations.

(a) If the Licensee shall fail to perform its maintenance obligations required pursuant to this Section 4.7 within thirty (30) days following written notice thereof from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but shall not be obligated to, perform or cause the performance of any obligation required of Licensee pursuant to this Section 4.7 in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question (without limiting the right of any other City department or agency to enforce City ordinances or regulations). It is not necessary that an Event of Default be deemed to have occurred in order for the Commissioner to be entitled to perform hereunder. Inaction of the Commissioner shall never be considered as a waiver of any right accruing to him pursuant to this Agreement nor shall the provisions of this paragraph or any exercise by the Commissioner of its rights hereunder cure any Event of Default. Nothing contained herein shall be construed to require the Commissioner to advance monies for any purpose.

(b) All sums paid by the City pursuant to the provisions of this Section 4.7C and all necessary and incidental costs, expenses and reasonable attorneys' fees incurred in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Licensee, shall be deemed further additional Fees hereunder and shall be payable to the City within ten (10) days following receipt of written demand therefor or, at the option of the Commissioner, may be added to any Fee then due or thereafter becoming due under this Agreement, and Licensee covenants to pay any such sum or sums with interest as aforesaid.

#### Section 4.8 Rights Regarding Property On The Premises.

The Licensee and the Sublicensees shall maintain title and ownership to all personal property on the Premises. The City shall own all other property at the Premises, including without limitation, the Shell and Core, and Improvements.

#### Section 4.9 Mechanic's Liens.

The Licensee shall not permit any mechanic's liens for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Premises, T-5, Airport or any funds belonging to the City. If any lien so attaches, the City may remove it at Licensee's cost. Notwithstanding the foregoing, Licensee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien without being deemed in default under this Agreement if Licensee shall bond or insure over such lien or claimed lien to the satisfaction of the Commissioner and so long as it is not possible for said lien to be foreclosed; provided further, however, that Licensee shall defend, indemnify and hold harmless the City and the Commissioner from and against any lien and Licensee shall immediately satisfy any judgment rendered, with all proper costs and charges, and shall have the lien released.

#### Section 4.10 Taxes.

Licensee shall be responsible for payment of all applicable taxes levied against the Premises and shall pay such taxes directly to the appropriate taxing agency. Licensee shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days after receipt of request therefor and shall provide the Commissioner with a receipt indicating payment of such taxes when due. Nothing herein shall preclude Licensee from contesting such charge or tax, including those taxes or charges enacted or promulgated by City.

### *Article 5.*

#### *Term Of Agreement.*

##### Section 5.1 Term.

The term of this Agreement is the Term.

### Section 5.2 Intentionally Omitted.

### Section 5.3 Operation Of Premises After Term Of Agreement.

In the event of continued occupancy by Licensee of all or a portion of the Premises after expiration or termination of this Agreement in its entirety or as to any such portion of the Premises without the written consent of the Commissioner, Licensee shall pay Fees for the entire holdover period for the Premises (or that portion of the Premises as to which this Agreement has expired or otherwise terminated) at double the annual rate of the Fee payable, on a per diem basis, during the last calendar year falling within the term of this Agreement. No occupancy by Licensee after the expiration or other termination of this Agreement, (in its entirety or as to the portion of the Premises in question) shall be construed to extend the term of this Agreement with respect to said portion of the Premises. Also, in the event of any unauthorized and willful occupancy after expiration or termination, Licensee shall indemnify the City against all damages arising out of such retention of occupancy. Any holding over with the consent of the Commissioner in writing shall thereafter constitute a license from month to month on the same terms and conditions as the Agreement, including payment of the Fee, attributable to such portion of the Premises.

### Section 5.4 Return Of Premises.

At the termination of this Agreement or Licensee's license as to any portion of the Premises, Licensee shall return the Premises (or that portion to which the license has terminated, in the case of a partial termination) in good condition and repair and Licensee shall remove all personal property and trade fixtures of Licensee and Sublicensee from such portion of the Premises prior to the date of termination. Further, at the City's request, Licensee shall remove all Improvements installed by or for Licensee, Sublicensee or Licensee's or Sublicensee's agents, employees or contractors, prior to the termination of Licensee's license. Licensee shall repair any damage to the Premises caused by Licensee's removal of the personal property, trade fixtures and Improvements. All such removal and repair required of Licensee pursuant to this Section shall be at Licensee's sole cost and expense. If Licensee fails to remove any items required to be removed by it hereunder or fails to repair any resulting damage prior to termination of the license, then the City may remove said items, including the Improvements, and repair any resulting damage and Licensee shall pay the cost of any such removal and repair, together with interest thereon at the Default Rate from and after the date such costs were incurred until receipt of full payment therefor.

*Article 6.**Compensation.***Section 6.1 Remuneration To The City.**

With respect to each calendar year or portion thereof during the term of this Agreement, the Licensee shall pay to the City an amount equal to the greater of: (i) the amount payable pursuant to Section 6.3 of this Agreement, or (ii) the Minimum Guarantee Fee for that year or portion thereof. Payment by Licensee to the City of compensation pursuant to this Agreement shall not be considered to be a tax and shall be in addition to and exclusive of all license fees, taxes, or franchise fees which Licensee may now or in the future be obligated to pay to the City. The payment of the Fees hereunder is independent of each and every other covenant and agreement contained in this Agreement, and Licensee shall pay all Fees without any setoff, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement.

**Section 6.2 Minimum Guarantee Fee.**

The Minimum Guarantee Fee for 1993 and 1994 shall be zero. The Minimum Guarantee Fee for 1995 and each year thereafter shall be eighty percent (80%) of the amount (the "Guarantee Base") of compensation due to the City from Licensee for the previous calendar year. The Minimum Guarantee Fee is intended to be and is an annual fee, not a monthly fee.

**Section 6.3 Percentage Fee.**

The Percentage Fee with respect to any given period of time during the Term shall be a specified portion of Gross Revenues for said period of time and shall be equal to the aggregate of the (i) Percentage Rent due under all Sublicenses plus (ii) a percentage of Gross Revenues attributable to Licensee's own Retail Operations for said period of time. The component of the Percentage Fee described in clause (ii) of this Section 6.3 relative to each Retail Operation of Licensee shall be determined in accordance with the schedule attached hereto as (Sub)Exhibit G, by applying (on a marginal revenue basis as illustrated on (Sub)Exhibit G-1) the applicable percentage rate to the Gross Revenues of said Retail Operation for the period in question, taking into consideration the type or types of business conducted by said Retail Operation.



#### Section 6.4 Time Of Payments.

(a) On or before the fifteenth (15th) day of each calendar month during the Term and on or before the fifteenth (15th) day of the calendar month immediately following the expiration or other termination of the Term, Licensee shall pay to the City the amount, if any, by which (i) the Percentage Fee (determined in accordance with Section 6.3 hereof) attributable to the period from and after the preceding January 1 through and including the last day of the calendar month immediately preceding the month during which said payment is required to be made exceeds (ii) the aggregate amount of all Percentage Fees theretofore paid by Licensee to the City for such period from and after said January 1; provided, however, that the payment of any installment of Percentage Fee that is required to be paid in January of any given year shall be based upon the period beginning January 1 of the immediately preceding year and continuing through and including December 31 of such year.

(b) The Minimum Guarantee Fee shall be paid in arrears. On or before January 20 of the calendar year next following each calendar year to which a Minimum Guarantee Fee relates (and within 20 days after the expiration or termination of this Agreement), Licensee shall pay to the City the amount, if any, by which the Minimum Guarantee Fee for the calendar year or portion thereof in question exceeds the aggregate of the Percentage Fee payments theretofore made by Licensee to the City with respect to such calendar year or portion thereof. The City agrees that pursuant to Section 6.2 there will be no Minimum Guarantee Fee for 1993 and 1994 and that the Minimum Guarantee Fee due for 1995 will be set-off by Licensee to the extent of any credits then remaining due to Licensee under Section 6.5.

(c) If the statement of revenues required pursuant to Section 6.8 hereof indicates that the Percentage Fee attributable to the period to which the statement of revenues applies exceeds the amount of all payments theretofore made by Licensee to the City in respect of Percentage Fees and the Minimum Guarantee Fee for the period in question then Licensee shall pay the amount of said excess to the Comptroller concurrently with the submission of said annual statement of revenues.

#### Section 6.5 Start-Up Fee.

The Licensee shall pay the Comptroller a One Million Dollar (\$1,000,000) start-up fee upon award of this Agreement. This start-up fee shall be non-refundable. The Licensee shall be entitled to credit the amount of the start-up fee against the Fees due and owing to the City from Licensee from time to time until the full amount of said start-up fee shall have been recovered by Licensee thereby.

Section 6.6 Intentionally Omitted.

Section 6.7 Material Underpayment Or Late Payment.

Without waiving any other remedies available to the City, if: (i) the Licensee made underpayments in any calendar year which exceeded five percent (5%) of the amount due in said year, or (ii) the Licensee fails to make any payments within ten (10) days of the date due, the Licensee shall pay, in addition to the amount due the City, interest on the amount of underpayment or late payment at the Default Rate. Interest on the entire sum originally due shall accrue from the date on which the original payment was due until paid in full. The provision for said payment of interest shall not constitute an authorization by the City of said underpayments or late payments.

Section 6.8 Reports.

Licensee shall and hereby agrees that it will furnish to the Commissioner on or before the 15th day of each month of each calendar year falling wholly or in part within the term of this Agreement a complete statement, certified by Licensee, of the amount of Gross Revenues made in, on or from the Premises by Licensee and each Sublicensee during said period. Licensee also agrees that it will furnish to Commissioner no later than March 31 of each calendar year falling wholly or in part within the term of this Agreement, and within forty-five (45) days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant employed by Licensee, showing in all reasonable detail the amount of Gross Revenues made by Licensee and Sublicensee in, on or from the Premises during the preceding calendar year or portion thereof falling within the term of this Agreement and copies of all returns and other information filed with respect to Illinois sales and use taxes. Said annual statement shall include a breakdown of Gross Revenues on a month by month basis and an opinion of an independent certified public accountant which shall include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by Chicago Aviation Partners, for the year ended \_\_\_\_\_ relating to its operations at O'Hare International Airport pursuant to an Agreement dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \_\_\_\_\_ dollars presents accurately and fairly the amount of Gross Revenues, as defined in the Agreement, for the year ended \_\_\_\_."

All such reports and statements shall be prepared on a form approved by the Commissioner and shall, among other things, provide a breakdown of the Gross Revenues by category of merchandise or type of service rendered and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. Licensee shall require all of its Sublicensees and any other persons doing business in or from the Premises to furnish similar statements. In the event Licensee shall fail to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner shall have the right (but shall not be obligated) without notice, to conduct an audit of Licensee's books and records and to prepare such statements at Licensee's expense. Moreover, in the event Licensee or any Sublicensee fails to timely furnish any monthly or annual statement or fails to make available its books and records, the Commissioner shall have the right to estimate the Gross Revenues from the Premises. Licensee shall also provide the Commissioner with such other financial or statistical reports and information concerning the Premises, including a rent roll, in such form as may be required from time to time by the Commissioner.

#### Section 6.9 Books, Records And Audits.

A. Licensee shall prepare and maintain at its office in Chicago full, complete and proper books, records and accounts in accordance with generally accepted accounting principles, of the Gross Revenues, both for cash and on credit, made at the Premises, and of the operations of each Sublicensee, and shall require and cause all such parties to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Licensee. The books and source documents to be kept by Licensee shall include, without limitation, true copies of all federal, state and local tax returns and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Premises by Licensee and any other persons conducting business in or from the Premises. Pertinent original sales records shall include, without limitation: (i) cash register tapes, including tapes from temporary registers, (ii) serially pre-numbered sales slips, (iii) the original records of all mail and telephone orders at and to the Premises, (iv) settlement report sheets of transactions with Sublicensees, (v) original records indicating that merchandise returned by customers was purchased at the Premises by such customers, (vi) memorandum receipts or other records of merchandise taken out on approval, (vii) detailed original records of any exclusions or

deductions from Gross Revenues, (viii) sales tax records, and (ix) such other sales records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Licensee's sales. Licensee shall, or shall cause each Sublicensee to, record at the time of each sale or other transaction, in the presence of the customer, all receipts from such sale or other transaction, whether for cash, credit or otherwise, in a cash register or cash registers having a cumulative total which shall be sealed in a manner approved by the Commissioner and which shall possess such other features as shall be required by the Commissioner. Said books, records and accounts, including any sales tax reports that Licensee or any Sublicensee may be required to furnish to any government or governmental agency, shall at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at the Premises for a period of at least three (3) years after the expiration of each calendar year falling wholly or in part within the Term.

B. The acceptance by the Commissioner of payments of Percentage Fee shall be without prejudice to the Commissioner's right to an examination of the Licensee's and Sublicensee's books and records of Gross Revenues and inventories of merchandise at the Premises, in order to verify the amount of Gross Revenues made in and from the Premises.

C. After providing Licensee or Sublicensee, as the case may be, at least twenty-four (24) hours prior verbal notice, the Commissioner may inspect the books and records of Licensee and any such Sublicensee. Further, at its option, the Commissioner may at any reasonable time, upon no less than ten (10) days prior written notice to Licensee or any Sublicensee, as the case may be, cause a complete audit to be made of Licensee's or Sublicensee's entire records relating to the Premises for the period covered by any statement issued by the Licensee as above set forth. If such audit shall disclose that Licensee's statement of Gross Revenues is understated to the extent of two percent (2%) or more, Licensee shall promptly pay to the City the cost of said audit in addition to the deficiency (and any interest thereon pursuant to Section 6.7 of this Agreement), which deficiency shall be payable in any event. In addition to the foregoing, and in addition to all other remedies available to the City, in the event that Licensee or the City's auditor shall schedule a date for an audit of Licensee's records and Licensee shall fail to be available or otherwise fail to comply with the reasonable requirements for such audit, Licensee shall pay all reasonable costs and expenses associated with the scheduled audit.

#### Section 6.10 Revenue Control.

At such time, if any, as computerized "point of sale" systems ("P.O.S. systems") have been developed to a point where they are commonly employed in similar commercial settings, and if, in Licensee's good faith judgment, the benefits to Licensee of installing such a system shall outweigh

the costs of installation, then Licensee shall install such a system in the Premises. Any such system installed by Licensee shall be compatible with any P.O.S. system installed or reasonably contemplated to be installed by the City in T-5 or elsewhere in the Airport generally, and Licensee shall permit the Commissioner to connect the City's P.O.S. system to the Licensee's P.O.S. system.

*Article 7.*

*Risk Management; City's Right To Perform; Indemnification;  
Letter Of Credit; No Damages.*

**Section 7.1 Insurance.**

The Licensee shall procure at its sole expense and maintain at all times during the term of this Agreement the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Licensee or Subcontractors.

The kinds and amounts of insurance required, in addition to those provided for in (Sub)Exhibit E, are as follows:

(a) **Worker's Compensation and Occupational Disease Insurance.** Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees of the Licensee and any Subcontractors. Employer's liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness shall be included.

(b) **Commercial Liability Insurance.** Commercial Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operation, independent contractors, broad form property damage, host liquor liability (if applicable), and contractual liability coverages are to be included. The City is to be named as an additional insured.

(c) **Automobile Liability Insurance.** When any motor vehicles are used in connection herewith, the Licensee shall supply Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

(d) **Property Insurance.** The Licensee shall maintain all risk property insurance for the improvements, and Licensee's equipment, fixtures, contents and materials in the amount of the full replacement cost thereof. The City is to be named as an additional insured with respect to the insurance covering the Improvements.

(e) **Dram Shop.** When any Alcoholic Beverage is served at the Premises, the Licensee shall supply Dram Shop Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit, or such higher limits as may be required by law. The City is to be named as an additional insured. (No Alcoholic Beverages may be served unless all required permits have been obtained).

The Licensee shall furnish the City, Department of Purchases, Contracts and Supplies, City Hall, Room 402, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverages to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, thirty (30) days prior to expiration if the coverages have an expiration or renewal date occurring during the term of this Agreement.

The insurance hereinbefore specified shall be carried at all times during the term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of this Agreement, and the City maintains the right to suspend the Licensee's performance and rights under this Agreement until proper evidence of insurance is provided. The insurance shall provide for thirty (30) days prior written notice to be given to the City in the event that coverage is substantially changed, cancelled, or non-renewed.

The Licensee shall require all Subcontractors to carry the insurance required herein, or Licensee may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

The Licensee hereby waives any and every claim for recovery from the City for any and all loss or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectable physical damage insurance policies maintained by Licensee or any Sublicensee or which would have been recoverable if the insurance required hereunder had been maintained by Licensee or Sublicensee, to the extent that such loss or damage is recoverable, or would have been recoverable, as applicable, under said insurance policies. As this waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), the Licensee agrees to give each insurance company which has issued, or in the future may issue, its policies of physical damage insurance,

written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver. The Licensee shall require each Sublicensee to include similar waivers of subrogation in favor of the City.

Except as otherwise specified in this paragraph, the loss, if any, under any policies provided for herein shall be adjusted with the insurance companies by the Licensee subject to the approval of the City. Proceeds of insurance resulting from any loss of property in which the City has an insurable interest shall be paid by check made payable jointly to the City and the Licensee and delivered to the Commissioner. Upon approval by the City of the Licensee's repair and replacement plans, such proceeds shall be paid to Licensee for the purpose of paying for the cost of restoring the Premises. Proceeds from any liability insurance shall be used to discharge liability to which such proceeds pertain.

The Licensee expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute to insurance provided by the Licensee under the Agreement. The Licensee expressly understands and agrees that any insurance protection furnished by the Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the indemnity provisions of this Agreement.

Upon reasonable advance notice to Licensee, the City has the right to increase the limits of insurance, require additional coverages or add additional insureds or make other modifications to insurance requirements, based upon commercially reasonable standards for the Chicago metropolitan area applicable from time to time.

#### Section 7.2 City's Right To Perform Licensee's Obligations.

(a) Upon the occurrence of an Event of Default, the Commissioner may, but shall not be obligated to, make any payment or perform any act required to be performed by Licensee pursuant to this Agreement in any manner deemed expedient by the Commissioner for the purpose of correcting the condition that gave rise to the Event of Default. Inaction of the Commissioner shall never be considered as a waiver of any right accruing to it pursuant to this Agreement nor shall the provisions of this Section or any exercise by the Commissioner of its rights hereunder cure any Event of Default. The Commissioner, in making any payment hereby authorized: (a) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity or any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the

licensing, operation or management of the Premises or the payment of Operating Costs thereof, may do in such amounts and to such persons as the Commissioner may deem appropriate. Nothing contained herein shall be construed to require the Commissioner to advance monies for any purpose.

(b) All sums paid by the City pursuant to the provisions of this Section 7.2 hereof and all necessary and incidental costs, expenses and reasonable attorneys' fees in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Licensee, shall be deemed further additional Fees hereunder and shall be payable to the City within ten (10) days after delivery of demand therefor, or at the option of the Commissioner, may be added to any Fee then due or thereafter becoming due under this Agreement, and Licensee covenants to pay any such sum or sums with interest as aforesaid.

### Section 7.3 Indemnification.

The Licensee agrees to defend, indemnify, keep and hold harmless the City, its officers, officials, agents and employees, from and against any and all liabilities, losses, deaths, damages, costs, payments and expenses of every kind and nature (including court costs and reasonable attorneys' fees and disbursements) arising as a result of claims, demands, actions, suits, proceedings, judgments or settlements, which in any way arise out of or in any way relate to (i) injury or damage to person, property or business sustained in or about the Premises, other than by reason of the negligence or willful acts of the City (or its officers, officials, agents and employees) in the operation of the Airport, (ii) Licensee's failure to perform or cause to be performed its obligations as and when required pursuant to this Agreement, (iii) the City's exercise of its rights and remedies pursuant to Section 7.2 of this Agreement, or (iv) any Sublicense including, without limitation, any liability under the Sublicense arising as a result of any indemnification obligations of Licensee thereunder or any default by Licensee thereunder arising prior to the effective date of any assignment of such Sublicense to the City pursuant to this Agreement. The Licensee shall defend all suits brought upon all such claims and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option, to participate in the defense of any suit, without relieving the Licensee of any of its obligations under this Agreement. The indemnities contained in this Section shall survive expiration or termination of this Agreement. The Licensee expressly understands and agrees that the requirements set forth in this Section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Licensee's duties pursuant to this Agreement, including, without limitation, the insurance and letter of credit requirements pursuant to this Article. Licensee shall require each Sublicensee to defend, indemnify and hold harmless Licensee and the City with respect to matters analogous to those listed in clauses (i), (ii) and (iii) of this Section.



#### Section 7.4 Letter Of Credit.

##### A. Terms of the Letter of Credit.

(1) The Licensee shall provide the City no later than October 1, 1993, with an irrevocable, unconditional sight draft letter of credit. The face amount of said letter of credit and any replacements or renewals thereof shall be maintained by Licensee as follows through and including the date that is one hundred eighty (180) days after the expiration or termination of this Agreement: (i) during the period from October 1, 1993 through and including January 19, 1995, the required face amount of said letter of credit shall be equal to One Million Dollars (\$1,000,000) and (ii) commencing on January 20, 1995 and on January 20 of each calendar year thereafter during the Term, the requirements regarding the face amount of said letter of credit shall be adjusted so that, from and after each such date through and including January 19 of the following year, the face amount of the letter of credit shall be required to be equal to fifty percent (50%) of the greater of (i) the Minimum Guarantee Fee, if any, due to the City from Licensee for the immediately preceding calendar year (and payable during the then current calendar year) or (ii) the total Percentage Fee due to the City from Licensee for the immediately preceding calendar year. Said letter of credit shall be in the form set forth in (Sub)Exhibit H or as otherwise approved by the Corporation Counsel. In lieu of the letter of credit, the Licensee may provide cash or a cashier's check in the same amount. Said letter of credit, cash or cashier's check, as applicable, is referred to herein as a "Security Deposit". Said original letter of credit, and all replacements thereof, shall be issued with an expire date of at least one year after their respective dates of issuance. Said letter of credit shall be used to secure the faithful performance by the Licensee of all of Licensee's obligations pursuant to this Agreement. The Commissioner shall be entitled to draw on any such letter of credit unless proof of renewal of such letter of credit or a replacement letter of credit in form and substance satisfactory to the Corporation Counsel has been furnished to the Corporation Counsel at least thirty (30) days prior to the expiration date thereof, and shall hold said proceeds as a cash Security Deposit to secure the full and faithful performance of Licensee's obligations under this Agreement. The City shall not be obligated to pay or credit Licensee with interest on any Security Deposit.

(2) The Commissioner also shall be entitled to draw on said letter of credit upon the occurrence of an Event of Default, in which event the Commissioner shall be entitled to apply or retain all or any part of the proceeds thereof, or any cash or other Security Deposit deposited by Licensee or any Sublicensee and held by the Commissioner, for the

payment of any obligation of Licensee theretofore or thereafter arising pursuant to this Agreement.

(3) The letter of credit shall provide that the Commissioner may draw upon said letter of credit in whole or in part upon the delivery by the City to the issuer of said letter of credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw on the letter of credit pursuant to the terms of this Agreement. If amounts are drawn under the letter of credit or amounts of a cash Security Deposit are applied by the City in accordance with the terms hereof, the Licensee shall take such actions as may be necessary to reinstate such letter of credit or cash Security Deposit to its full amount required herein within three (3) days of notification by the City of its withdrawal against such letter of credit or use of the cash Security Deposit. The rights reserved to the City under such letter of credit or any cash Security Deposit shall be in addition to any rights it may have pursuant to this Agreement or under law.

B. Qualified Issuers. The letter of credit called for in this Agreement shall be issued by companies or financial institutions authorized to do business in Illinois, satisfactory to the Comptroller, and which have an office in Chicago where the City may draw on the letter of credit. The City also reserves the right to order the Licensee to close some or all of the Retail Premises unless such letter of credit is in place and effective.

C. Right to Require Replacement of Letter of Credit. If the financial condition of any letter of credit issuer issuing the letter of credit materially and adversely changes, the City may, at any time, require that such letter of credit be replaced with a letter of credit in accordance with the requirements set forth in this Section.

D. No Excuse from Performance. None of the provisions contained herein nor in the letter of credit required herein shall be construed to excuse the faithful performance by the Licensee of the terms and conditions of this Agreement or limit the liability of the Licensee under this Agreement for any and all damages in excess of the amounts of such letter of credit.

E. Non-Waiver. Notwithstanding anything to the contrary contained herein, the failure of the Commissioner to draw upon the letter of credit required herein or to require Licensee to replace said letter of credit at any time or times when the Commissioner shall have the right to do so pursuant to this Agreement shall not constitute a waiver or modification of the Commissioner's rights to draw upon said letter of credit and to require Licensee to maintain or, as the case may be, replace said letter of credit, all as provided in this Section 7.4.

Section 7.5 No Damages For Delay Or From Other Causes.

The Licensee agrees that it shall make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. The City shall not be liable or responsible to Licensee for any loss or damage to any property or person or any lost profit occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or for any damage or inconvenience or lost profits which may arise through repair or alteration of any part of T-5, or failure to make any such repairs.

Section 7.6 Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Licensee, or by any assignee or Subcontractor, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

*Article 8.*

*Default, Remedies And Termination.*

Section 8.1 Events Of Default.

The following shall constitute Events of Default by the Licensee under this Agreement:

(a) Any material misrepresentation made by the Licensee to the City in this Agreement;

(b) A failure by Licensee to make any payment in full when due hereunder and failure to cure such default within ten (10) days after delivery of written notice of such non-payment from the Commissioner to Licensee;

(c) A failure by Licensee to promptly and fully perform any non-monetary obligation or duty of Licensee contained in this Agreement (other than those obligations set forth in subsection (d) below) and the failure to cure such default within thirty (30) days after delivery of written

notice of such failure; provided, however, in the event such default is not susceptible to cure within the aforesaid thirty (30) day period and Licensee is diligently pursuing cure of same, then Licensee shall have such additional time as may be reasonably necessary to cure such default so long as Licensee is diligently proceeding to cure said default within such period;

(d) A failure by Licensee to promptly and fully perform any obligation or duty, or to comply with any restriction, of Licensee contained in this Agreement concerning assignment or transfer, whether directly or indirectly, of Licensee's rights or interests herein, or transfer or assignment of any interest in the Partners (except with the City's consent under Section 9.7(B));

(e) A failure by Licensee to provide or maintain the insurance coverage required pursuant to this Agreement (including any material non-compliance with said requirements) and the failure to cure such default within twenty-four (24) hours following verbal notice of such failure from the Commissioner; or, if said non-compliance is non-material, the failure to remedy said non-compliance within ten (10) days following the furnishing of written notice to Licensee by the Commissioner;

(f) If Licensee vacates or abandons all or any substantial portion of the Premises (including the failure to operate the Retail Operations in any substantial portion of the Premises (other than as a result of an Unavoidable Delay) for a period of more than thirty (30) consecutive days);

(g) An assignment by Licensee or any of the Partners for the benefit of creditors and an admission by Licensee or any of the Partners of their inability to pay their debts or any action taken by such parties for a general compromise of their debts;

(h) Any voluntary or involuntary petition or similar pleading filed in any court under any applicable bankruptcy law seeking to declare Licensee or any of the Partners bankrupt or seeking a plan of reorganization for Licensee or any of its Partners and, if such petition is involuntary, such petition or pleading is not withdrawn or denied within sixty (60) days after its filing;

(i) The failure to deliver the estoppel certificate requested in Section 8.7 within the time period required therein;

(j) Any other acts specifically and expressly stated in this Agreement as constituting a default hereunder;

(k) The material breach by Licensee of any of the terms and provisions of any agreements with any Sublicensees or other Subcontractors and failure of Licensee to cure same within any applicable cure period; and

(l) The material default of the Licensee or the Partners under any other agreement they may presently have or may enter into with the City during the term of this Agreement and failure to cure said default within any applicable cure period. The Licensee acknowledges and agrees that in case of an Event of Default under this Agreement the City also may declare a default under any future such agreements.

#### Section 8.2 Remedies.

If an Event of Default occurs, in addition to any other remedies provided for in this Agreement, including, without limitation, the City's right to perform any obligations of Licensee as provided in Section 7.2, the City may exercise any or all of the following remedies:

(a) The right to terminate this Agreement, in whole or in part and the right to collect any damages available at law;

(b) The right of specific performance, an injunction, or any other appropriate equitable remedy;

(c) The right to money damages, including special and consequential damages;

(d) The right to deem the Licensee and the Partners non-responsive in future contracts to be awarded by the City;

(e) The right to accept the assignment of any and all subcontracts between the Licensee and the Subcontractors as provided for in Section 9.7 of this Agreement;

(f) The right to collect directly from the Sublicensees any payments otherwise due to the Licensee pursuant to any Sublicense Agreement and the right to collect from Licensee any costs of collection related thereto; provided that any payments so collected from any Sublicensee shall be applied first against any damages, losses, costs or expenses sustained or incurred by the City in connection with any Event of Default; second, to the payment of any past due obligations of Licensee to the City under this Agreement; and third, to the payment of any current or future obligations of Licensee to the City under this Agreement; and

(g) In the event of a default pursuant to Section 8.1(k), the right to cure any breach by the Licensee of the terms and conditions of any Sublicense or other Subcontracts.

All rights and remedies of the City pursuant to this Agreement shall be separate and cumulative and none shall exclude any other right or remedy of

the City set forth in this Agreement or allowed by law or in equity. Every right and remedy of the City hereunder shall survive the expiration of the term of this Agreement. The City's waiver of or failure to exercise any one right or remedy provided the City herein shall not be construed as a waiver of any other right or remedy then or thereafter available to the City pursuant to this Agreement or otherwise.

### Section 8.3 Intentionally Omitted.

### Section 8.4 Damage Or Destruction Of Improvements.

A. **Insubstantial Damage.** If Improvements on the Premises are damaged in whole or in part, by Fire or casualty, and there is not substantial damage to the portion of T-5 served by the portion of the damaged Improvements, then the City shall repair any damage to the Shell and Core at the City's expense and the Licensee shall repair the damage to the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Licensee's expense (provided that Licensee shall use insurance proceeds from insurance it carried to pay for the Work as it progresses and the City shall make such proceeds available).

B. **Material Damage to a Portion of T-5.** If there is material damage to a portion of T-5 (or damage to a material access point or building systems serving such portion of T-5) rendering such portion of T-5 not usable (which may include curtailment of flight operations), by a fire or casualty whether or not Improvements are damaged, and a substantial portion of T-5 is not damaged or destroyed, then where Retail Operations in the portion of the Retail Premises serving the portion of T-5 rendered not usable cannot operate or are severely curtailed, such portion of the Retail Premises shall be deleted from the Retail Premises until the City repairs and restores the damage to the Shell and Core within the Term of this Agreement so that the affected portion of T-5 is again usable and the repair of Improvements by Licensee can commence (if damaged) or Retail Operations can resume (if there was no damage to Improvements). The Licensee shall repair and restore any damaged Improvements at its expense (but it shall use insurance proceeds from insurance it carried for the Work as the Work progresses and the City shall make such proceeds available) if the City repairs and restores the damage to the Shell and Core during the Term, provided that Licensee shall not be obligated to restore the damaged Improvements if the damage occurs during the last two (2) years of the Term. Notwithstanding the foregoing, the space deleted shall not be re-included in the Retail Premises if the Commissioner determines not to include space for Retail Operations in the portion of T-5 previously rendered unusable. During the period the portion of the Retail Premises is deleted, Licensee shall cooperate with the City to provide alternate or emergency Retail Operations to serve the changing needs at T-5.

C. Destruction of T-5. In the event T-5 shall be substantially damaged or destroyed, whether or not Improvements are substantially damaged or destroyed, and as a result of such damage or destruction flight operations with respect to T-5 are terminated or substantially curtailed, and the Commissioner estimates that T-5 will not be rebuilt within two (2) years from the date of the fire or casualty, then the Commissioner may terminate this Agreement by notice to Licensee given within ninety (90) days from the date of occurrence of such damage or destruction, in which event the Term of this Agreement shall expire upon such date and the Licensee shall thereupon surrender the Premises to the City. If the City has elected to repair and restore the damage to T-5 and it is not rebuilt within two (2) years, then either the Commissioner or the Licensee may terminate this Agreement by notice to the Licensee at any time after it appears such 2-year period will be exceeded, in which event the Term of this Agreement shall expire upon such date and the Licensee shall thereupon surrender the Premises to the City. In the event that such damage occurs during the last two (2) years of the Term, Licensee may terminate this Agreement by notice to the City. Notwithstanding anything to the contrary contained herein, if T-5 is in fact repaired and restored within two years after the termination of this Agreement by the City, and the City desires that Retail Operations then be reinstated in T-5 comparable to those to be provided by Licensee under this Agreement, the Commissioner will make available the Retail Premises and Retail Common Areas or other areas to Licensee for providing Retail Operations on the terms of this Agreement for the remainder of the Term. In such case, Licensee shall construct Improvements at its expense (and shall use insurance proceeds from insurance it carried for the Work as Work progresses and the City shall make such proceeds available) necessary for the reinstated Retail Operations within a reasonable period after the Shell and Core is delivered in a condition sufficient for commencement of Improvements. During the period from the date of the fire or casualty until such space is delivered for construction of Improvements, Licensee shall not conduct Retail Operations. However, if there is a need for Retail Operations based on a phased re-opening of T-5, Licensee shall cooperate with the Commissioner to provide interim services during such period.

D. Reduction of Compensation due to the City. During any period in which Retail Operations are curtailed or terminated because of damage or destruction to the Shell and Core, and Licensee is not compensated by insurance to cover expenses of operation (unless Licensee would have been covered had it carried customary business interruption insurance), the Minimum Guarantee Fee payable hereunder for the period during which such damage and repairs continue shall be reduced in proportion to the reduction in Gross Revenues reasonably attributable to the space as to which Retail Operations are so curtailed or terminated. Except for such abatement of Fees (if any), the Licensee shall have no claim against the City for any damage suffered by reason of any such damage, destruction, repair or restoration.

E. Insurance Proceeds. If this Agreement is terminated or any space including Improvements is deleted from the Premises, then the City shall be entitled to all insurance proceeds payable on Account of Improvements, except that Licensee shall be entitled to a portion of the insurance proceeds attributable to the Premises or Sublicensee Premises affected representing the unamortized portion of the Improvements (being the product of (i) Licensee's unrecouped investment in the Improvements attributed to the space deleted from the Premises and (ii) the unamortized Improvement Costs attributed to the space from the Premises times a fraction whose numerator is the number of full or partial calendar year which remain and the denominator is 10). Where the Licensee is obligated to repair or restore Improvements, Licensee must do so notwithstanding that insurance proceeds may be insufficient.

#### Section 8.5 Termination Due To Change In Airport Operations.

This Agreement shall be subject to termination by either party on sixty (60) days written notice in the event of any action by the FAA or any other governmental entity or the issuance by any court of competent jurisdiction of an injunction preventing or restraining the use of either T-5 or the entire Airport which renders performance by either party impossible, and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days.

#### Section 8.6 Eminent Domain.

If the whole or any part of T-5 or the Premises shall be taken by federal, state, county, or other authority for public use, or under any statute, or by right of eminent domain, Licensee shall not be entitled to any part of any award that may be made for such taking nor to any damages and shall assign any award which it receives to the City. In the event of a partial taking of the Premises, the Minimum Guarantee Fee shall be reduced as of the date of such taking based on the percentage of Gross Revenues derived from the Premises taken to Gross Revenues from the total Premises. If the entire T-5 or a substantial part thereof, including the Premises, shall be taken, the term of this Agreement shall end upon the earlier of the date when possession shall be required by the condemning authority or the effective date of the taking. If any eminent domain proceeding shall be instituted in which it is sought to take any part of the Airport or T-5, the taking of which would, in the good faith judgment of the City or Licensee, render it impractical or undesirable to conduct Retail Operations on the remaining portion of the Premises for the intended purposes, the City and Licensee shall each have the right to terminate this Agreement upon not less than ninety (90) days written notice to the other prior to the date of termination designated in said notice. In the event of termination of this Agreement pursuant to either of the preceding sentences, the Fee accrued to the termination date shall be payable to the date of termination.



### Section 8.7 Estoppel Certificate.

Licensee agrees that from time to time upon not less than thirty (30) days prior request by the City, Licensee will execute (and will cause each Sublicensee to execute) an estoppel certificate certifying as to matters concerning the status of this Agreement and the parties' performance hereunder, including, but not limited to, the following matters: that this Agreement is unmodified and in full force and effect (or if modified, identifying the modifications); the date to which any Fee and other charges have been paid and the amount of the most recent Fees paid; that the City is not in default under any provision of this Agreement (or the nature of such default, in detail); that the City has completed all required improvements in accordance with the terms hereof and Licensee is in occupancy and paying Fees on a current basis with no offsets or claims.

## *Article 9.*

### *Special Conditions.*

#### Section 9.1 Warranties And Representations.

In connection with the execution of this Agreement, the Licensee warrants, represents and covenants as follows:

(a) That it is financially solvent; that it and each of its employees and agents are competent to perform as required under this Agreement; and the Licensee is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

(b) That no officer, agent or employee of the City is employed by the Licensee or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Code (Chapter 2-156) or as may be permitted by law; and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any Subcontractors or higher tier subcontractors or anyone associated therewith as an inducement for the award of a subcontract or order; and the Licensee further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Code shall be voidable as to the City; and

(c) That the Licensee has not knowingly used the services of any ineligible contractor or consultant for any purpose in its performance under this Agreement; and

(d) That the Licensee and its Subcontractors have no outstanding parking violation complaints or debts, as such terms are defined in Section 2-92-380 of the Code, and are not in default at the time of the execution of this Agreement, or deemed by the Purchasing Agent to have, within five years immediately preceding the date of this Agreement, been found to be in default under any contract awarded by the City; and

(e) That this Agreement is feasible of performance by Licensee in accordance with all of its provisions and requirements and that the Licensee can and shall perform, or cause to be performed, such obligations in accordance with the provisions and requirements of this Agreement; and

(f) That, except only for those representations, statements, or promises expressly contained in this Agreement, including any exhibits attached hereto and incorporated by reference herein, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, had induced the Licensee to enter into this Agreement or has been relied upon by the Licensee, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance hereof or those employed in connection herewith; and

(g) That the Licensee and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of the Code. Section 2-92-320 of the Code states, in pertinent part, that, except as provided for therein, no person or business entity shall be awarded a contract or subcontract if that person or business entity or an affiliated entity thereof (as defined in Chapter 2-92 of the Code): (i) has been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois, or any other public entity, in that officer or employee's official capacity; or (ii) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (iii) has made an admission of guilt to such conduct described in clause

(i) or (ii) above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under Section 2-92-320 of the Code shall continue for three years following such conviction or admission. For purposes of Section 2-92-320 of the Code, when an official, agent or employee of a business entity has committed any offense under such section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. In connection herewith the Licensee has executed a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq., which is attached hereto as (Sub)Exhibit I and incorporated by reference as if fully set forth here. If, after the Licensee enters into a contractual relationship with a Subcontractor, it is determined that such contractual relationship is in violation of this subsection, the Licensee shall immediately cease to use such Subcontractor. All subcontracts must provide that the Licensee shall be entitled to recover all payments made by it to the Subcontractor if prior to or subsequent to the beginning of such contractual relationship the use of the Subcontractor would be violative of this subsection; and

(h) That the Licensee holds itself to very high standards of quality and professionalism; and

(i) That it shall be the duty of the Licensee and all officers, directors, agents, partners, and employees of the Licensee to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. The Licensee understands and will abide by all provisions of Chapter 2-56 of the Code. The Licensee shall inform all Subcontractors of this provision and require in each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

(j) That the representations, warranties and covenants contained in this Section 9.1 are deemed made as of the date hereof and, with the exception of those matters contained in Subsections 9.1(d), (f) and (g), shall be deemed remade and continuing throughout the Term of this Agreement.

The Licensee agrees that all of the provisions set forth in this Section 9.1 will be incorporated in all contracts entered into with any suppliers of materials, furnishers of services, Sublicensees, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement, such that such parties warrant, represent and covenant to Licensee as to the matters set forth herein. The Licensee agrees to cause its Subcontractors to execute such affidavits and certificates as may be necessary in furtherance of these provisions. Such certificates shall be attached and incorporated by reference in the applicable agreements. In the

event that any Subcontractor is a partnership or joint venture, the Licensee shall also include provisions in its Subcontract insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

#### Section 9.2 Access; Reservation Of Rights By City.

Unless expressly waived in writing, the City shall have the following rights, exercisable without notice and without any liability to Licensee for damage or injury to person, property or business, without being deemed a breach or disturbance in any manner of Licensee's license as to the Premises and without relieving Licensee from its obligation to pay all Fees when due or from any other obligation under this Agreement: (1) to install, affix and maintain any and all signs on the exterior or interior of T-5 (excluding the interior of T-5 (excluding the interior of the Premises other than the Retail Common Areas, provided that signs in Retail Common Areas installed pursuant to this right shall not impair the visibility of Licensees' and Sublicensees' signs); (2) to grant to any person the exclusive right to conduct any business or render any service in or to T-5 or the Airport, except as expressly prohibited by this Agreement; (3) to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises, T-5 or to the Airport, as may be necessary or practical in the operation thereof or for the safety, protection or preservation thereof; and (4) to receive and retain at all times master keys or passkeys to the Premises. The City (and its agents and contractors) has the right to enter the Premises to exercise any rights granted to it in this Agreement or, upon reasonable prior notice (which may be oral), for other reasonable purposes.

#### Section 9.3 Airport Security Act.

This Agreement is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604) ("Airport Security Act"), the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109 and 110, and all rules and regulations promulgated thereunder. In the event that the Licensee, any individual employed by the Licensee, or its Subcontractors, in the performance of this Agreement, has: (i) unescorted access to secured areas located on or at the Airport; or (ii) capability to allow others to have unescorted access to such secured areas, the Licensee shall be subject to, and further shall conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner or the F.A.A. may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Act, the Licensee shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation and by the City. The Licensee shall, notwithstanding anything contained herein to the contrary, at no additional cost to the City,

perform the Agreement in compliance with those guidelines developed by the City and the F.A.A. with the objective of maximum security enhancement. The drawings, plans and specifications provided by the Licensee under the Agreement shall comply with those guidelines for airport security developed by the City and the F.A.A. and in effect at the time of the submittal thereof.

#### Section 9.4 Licenses And Permits.

Licensee shall bear responsibility for, and in a timely manner consistent with its obligations under this Agreement, shall secure and maintain, or cause to be secured and maintained at its expense, such permits, licenses, authorizations and approvals as are necessary for Licensee to construct, operate and maintain the Premises, and Licensee shall require each Subcontractor to do so as to the Sublicensee Premises.

#### Section 9.5 Confidentiality.

Licensee shall not issue publicity news releases or grant press interviews and, except as may be required by law or New York Stock Exchange requirements during or after the performance of this Agreement, otherwise publicly disseminate any information regarding this Agreement or the Retail Operations without the prior written consent of the Commissioner which will not be unreasonably withheld or delayed. In the event the Licensee is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents which may be in its possession by reason of this Agreement, the Licensee shall immediately give notice to the Corporation Counsel. The City may contest such process by any means available to it before such records or documents are submitted to a court or other third party, provided; however, that the Licensee shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. Licensee shall require each prospective Sublicensee and Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

#### Section 9.6 Effect Of Reviews.

No review or approval by the City, including, without limitation, approval of Sublicensees or plans and specifications, shall constitute a modification of this Agreement (except to the extent that such review or approval expressly provides that it constitutes such a modification), nor excuse the Licensee from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. However, this Agreement may be modified by amendment as provided for in Section 11.2 hereof.

### Section 9.7 Subcontracts And Assignments.

A. City Assignment Rights. The City expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder.

#### B. Limits on Licensee Subcontracting and Assignment.

1. Except as provided in Sections 3.10, 9.7B(2) and 9.7(D), Licensee may not sell, assign, transfer, convey, pledge, encumber or otherwise transfer all or any part of this Agreement or any Subcontract ("Transfer") without the approval of the City, which approval shall be in the sole and absolute discretion of the City, and any such attempted Transfer is hereby void. Any transaction involving the Transfer of either of the Partners' interest in Licensee, whether to an affiliate, subsidiary or otherwise, or the Transfer of a number of shares representing controlling interest of the Partners shall be deemed an assignment covered under this Section.

2. The Commissioner may, in his sole discretion, approve a Transfer by a Partner to its wholly-owned subsidiary, upon the Partner's compliance with the provisions set forth herein, including submittal of the documentation required in Section 9.7B(4), and, in connection therewith, the Commissioner may require additional financial guaranties from the Partners and the acknowledgement of each Partner's continuing primary liability for all obligations of Licensee under this Agreement.

3. Notwithstanding any assignment by Licensee of any rights under this Agreement, or any Transfer by a Partner, Licensee and the Partners shall remain fully liable for all payments due to City under this Agreement and for the performance of all other obligations hereunder.

4. Any or all of the requests by the Licensee for authorization under this Section shall be made in writing and sent to the Commissioner and shall include copies of the proposed documents of Transfer, evidence of the Financial condition, reputation and business experience of the proposed transferee, and such other documents as the City may reasonably require to evaluate the proposed Transfer. All documents of Transfer shall completely disclose any and all monetary considerations paid to the Licensee in connection with the Transfer. Approval of a Transfer proposed hereunder shall be in the sole and absolute discretion of the City and, as a condition thereof, the City may require a written acknowledgement from the Licensee and each Partner that, notwithstanding the proposed Transfer, the Licensee and each Partner shall remain fully and completely liable for all obligations of Licensee hereunder.

5. If any Transfer of the Licensee's interest hereunder shall occur, whether or not prohibited by this Section, the City may collect the

compensation due hereunder from any transferee of the Licensee and in such event shall apply the net amount collected to the amounts payable by the Licensee hereunder without such action by the City releasing the Licensee from this Agreement or any of its obligations hereunder. If any Transfer shall occur without authorization of the City and the City collects compensation from any transferee of the Licensee and applies the net amount collected in the manner described in the preceding sentence, such actions by the City shall not be deemed to be a waiver of the covenant contained in this Section or constitute acceptance of such transferee by the City.

C. Subcontractor Performance. The provisions of this Agreement, to the extent applicable, shall be deemed a part of any contract between the Licensee and a Subcontractor.

D. Sublicense and Subcontract Assignment to the City. Licensee does hereby assign, transfer and set over unto the City all of Licensee's right, title and interest in and to each and every Sublicense and each and every other Subcontract now or hereafter executed by Licensee in connection with the Premises or any part thereof, including, without limitation, all of the rents, license fees, income, revenues or other sums of money now or hereafter due and payable thereunder (the "subrevenues") all of Licensee's security interests in the Sublicensees' Personal Property, and all of Licensee's rights, title and interest in and to any guarantees from Sublicensees or their affiliates, any security deposits furnished by Sublicensees, and any letters of credit furnished by any Sublicensee to secure its obligations under its Sublicense. The foregoing assignment shall become operative and effective only (i) if this Agreement and the term thereof or Licensee's right to possession shall be terminated pursuant to the terms and conditions hereof, or (ii) in the event of the issuance and execution of a dispossession warrant or of any other re-entry or repossession by the City under the provisions hereof, or (iii) if an Event of Default exists. In connection with the foregoing assignment, Licensee shall deliver originally executed Sublicenses and all other Subcontracts to the City. If so requested by the Commissioner, Licensee shall execute U.C.C. financing statements or a separate, recordable instrument of assignment for the purpose of perfecting or confirming the foregoing assignment and the security interest created thereunder.

At such time, if any, as said assignment shall become effective as provided hereinabove, the Subcontractors shall be deemed to have waived any and all claims, suits, and causes of action against the City arising out of or relating to the period prior to the effective date of the assignment. Further, in no instance shall the City be responsible for any claims by a Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Licensee, its officials, employees, or agents.

Licensee specifically and irrevocably authorizes and instructs each and every present and future Subcontractor to pay all unpaid subrevenues to the City upon receipt of demand from the City so to pay the same, without any inquiry as to whether or not said demand is made in compliance with this Section. The City has not received or been transferred any security deposits with respect to any Subcontracts, and assumes no responsibility for any such security deposits until such time such security deposits (specified as such with specific reference to the Subcontract pursuant to which deposited) may be transferred to the City and accepted by the City by notice to the Subcontractor under said Subcontract.

#### Section 9.8 Independent Contractor.

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Licensee and the City, and the rights and the obligations of the parties shall be only those expressly set forth in this Agreement. The Licensee shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

#### Section 9.9 Joint And Several Liability.

In the event that the Licensee, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Licensee shall be the joint and several obligation or undertaking of each such individual or other legal entity.

### *Article 10.*

#### *General Business Practices Of Licensee.*

#### Section 10.1 Business Documents, Disclosure Of Ownership Interests And Maintenance Of Existence.

A. The Licensee shall provide a copy of its latest partnership agreement and assumed name certificate (together with an opinion of counsel and other evidence concerning the valid existence of the Licensee, the authority of Licensee to enter into and perform this Agreement, and the authority of the Partners to execute this Agreement on behalf of the Licensee and to bind Licensee to the provisions thereof, and the authority of the individuals



executing this Agreement on behalf of the Partners to execute and bind the Partners). Each Partner shall provide evidence of the Partners' authority to do business in the State of Illinois including, without limitation, certifications of good standing from the Office of the Secretary of the State of Illinois, and corporate resolutions evidencing the authority of each Partner to execute this Agreement as a partner of Licensee and the authority of the persons executing this Agreement on behalf of such Partners.

B. The Licensee shall provide the City with a Disclosure of Ownership Interests Affidavit, a completed copy of which is attached hereto and incorporated by reference herein as (Sub)Exhibit J. The Licensee shall further cause its Subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all such documents to the City.

C. During the Term hereof, the Licensee shall remain a valid and existing partnership and each Partner shall maintain its corporate existence.

#### Section 10.2 Conflict Of Interest.

This Agreement is subject to, and the Licensee shall comply with, all requirements of, and avoid engaging in any acts or conduct which would result in or entice any third party to commit a violation of, Chapter 2-156 of the Code. No member of the governing body of the City or other unit of its government and no other official, officer, employee or agent of the City or other unit of its government shall have any personal, financial, or economic interest, direct or indirect, in this Agreement or any Subcontract resulting herefrom.

#### Section 10.3 Nondiscrimination.

A. Federal Requirements. It shall be an unlawful employment practice for the Licensee: (1) to fail or refuse to hire or to discharge any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Licensee shall comply with the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Secs.

793 -- 794 (1981); Americans with Disabilities Act, P.L. 101-596; and 41 C.F.R. Part 60 et seq. (1990).

B. State Requirements. The Licensee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Licensee shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq., as amended.

C. City Requirements. Licensee shall comply with the Chicago Human Rights Ordinance, Sec. 2-160-010 et seq. of the Code. Further, Licensee shall furnish or shall cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission of Human Relations.

D. Subcontractors. The Licensee agrees that all of the above provisions, (A), (B) and (C), will be incorporated in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Agreement.

#### Section 10.4 Anti-Apartheid.

The Licensee has executed the Non-Bid, Non-Professional Anti-Apartheid Affidavit attached hereto as (Sub)Exhibit K and incorporated herein by reference. In connection with the City's Anti-Apartheid Ordinance, Licensee understands and acknowledges that the City may declare a default and terminate all existing contracts with Licensee if Licensee violates any provision of Chapter 3-68 of the Code, including but not limited to: (i) a violation of the certifications contained in the affidavit; (ii) the concealment of an existing contractual relationship or entering into a contractual relationship with (a) South Africa, (b) a South African business, or (c) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa; and (iii) the sale to the City of goods principally manufactured, produced, assembled, grown or mined in South Africa. This right of termination is supplemental to any other remedy which the City may have under this Agreement, at law or in equity, and shall entitle the City to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy.

Further, Licensee understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Code shall be subject to a fine of not less than \$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.

*Article 11.*

*General Conditions.*

Section 11.1 Counterparts.

This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one and the same Agreement.

Section 11.2 Amendments.

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by a written agreement signed by the City and the Licensee.

Section 11.3 Compliance With All Laws.

Licensee shall at all times observe and comply with all applicable laws, ordinances, rules, regulations, court orders and executive orders of the federal, state and local government, now existing or hereinafter in effect (whether or not the law also requires compliance by other parties), including but not limited to, The Americans With Disabilities Act and environmental laws regarding the generation, storage, use, transportation and disposal of solid wastes, hazardous materials, special wastes or other contaminants and regarding releases or threatened releases of hazardous materials, special wastes or other contaminants into the environment, which may in any manner affect the performance of this Agreement, and shall not use the Premises, or allow the Premises to be used, in violation of any of the above or in a manner which would impose liability on the City, Licensee or any Sublicensee under any of the foregoing matters. Licensee shall notify the Commissioner within seven (7) days of receiving notice from a competent authority that Licensee or its Subcontractors may have violated any of the above. Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement shall be amended to make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

#### Section 11.4 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Licensee hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Licensee agrees that service of process on Licensee may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Licensee, or by personal delivery on any officer, director, or managing or general agent of Licensee. If any action is brought by Licensee against the City concerning this Agreement, the action can only be brought in those courts located within the County of Cook, State of Illinois.

#### Section 11.5 Severability.

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.

#### Section 11.6 License Only.

This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Premises by virtue of this license or Licensee's use of the Premises pursuant hereto.

#### Section 11.7 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the term and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

**Section 11.8 Notices.**

Any notices or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given by a party if sent by commercial courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices shall be deemed given on the date of receipt or refusal of receipt. All notices or communications intended for Licensee shall be addressed to:

Chicago Aviation Partners  
12560 Holiday Drive  
Chicago, Illinois 60658  
Attention: Mr. Brad O. Halloran

With A Copy To:

Duty Free International  
69 Copps Hill Road  
Ridgefield, Connecticut 06877  
Attention: Mr. John A. Couri

With A Copy To

McDonald's Corporation  
Krock Drive  
Oakbrook, Illinois  
Attention: Secretary

All notices or communications intended for the City shall be addressed to:

Commissioner of Aviation  
City of Chicago  
20 North Clark Street  
Room 3000  
Chicago, Illinois 60602

With A Copy To:

Purchasing Agent  
Department of Purchases,  
Contracts and Supplies  
City of Chicago  
City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602

And With A Copy To:

Corporation Counsel  
City of Chicago  
Department of Law  
City Hall, Room 511  
121 North LaSalle Street  
Chicago, Illinois 60602

Either party may change its address or the individual to whom such notices are to be given by a notice given to the other party in the manner set forth above.

#### Section 11.9 Successors And Assigns; No Third Party Beneficiaries.

This Agreement shall inure to the benefit of, and be binding upon, the parties and their successors and assigns; provided, however, nothing contained in this Section shall constitute approval of an assignment or other transfer by Licensee or its Partners not otherwise permitted herein. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by the Licensee for the performance of services associated and pertinent to this Agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the City.

#### Section 11.10 Subordination.

A. Federal Agreements. This Agreement shall be and remain subordinate to the provisions of any existing or future agreements between the City and the United States government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds.

B. Airline Agreements. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to any existing agreement or any use agreement with any airline utilizing T-5 and any existing agreement with any airline consortium pertaining to T-5 operations.

C. Conflict Among Agreements. To the extent of a conflict or inconsistency between this Agreement and any agreement described in Sections A and B above, those provisions in this Agreement so conflicting shall be performed as required by those agreements referred to in Sections A and B above.

Section 11.11 Conflict.

In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Standard Sublicense Agreement, any Sublicense Agreement or other Subcontractor Agreement, the terms and provisions of this Agreement shall govern and control.

Section 11.12. Entire Agreement.

This Agreement contains all the terms, covenants, conditions and agreements between the City and Licensee relating in any manner to the use and occupancy of the Premises. No prior or other agreement or understanding pertaining to the same shall be valid or of any force and effect. No representations, inducement, understandings or anything of any nature whatsoever made, stated or represented by the City or anyone acting for or on the City's behalf, either orally or in writing, have induced Licensee to enter into this Agreement, and Licensee acknowledges, represents and warrants that Licensee has entered into this Agreement under and by virtue of Licensee's own independent investigation.

Section 11.13. Offset By Licensee.

Whenever in this Agreement the City is obligated to pay Licensee an amount, then unless the City otherwise elects to pay the entire amount or any part, the Licensee shall offset such amount as to which the election was not made against Fees or other payments owed the City in lieu of requiring the City to pay the amount of the offset.

In Witness Whereof, The City and Licensee have executed this Agreement in Chicago, Illinois as of the date first written above.

City of Chicago

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Comptroller

Recommended:

By: \_\_\_\_\_  
Commissioner of Aviation

Approved as To Form And Legality:

\_\_\_\_\_  
Assistant Corporation Counsel

Chicago Aviation Partners

By: McDonald's Corporation, a  
general partner

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

By: Duty Free International  
Inc., a general partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



[(Sub)Exhibit "A" attached to this Agreement printed on pages 31492 through 31506 of this Journal.]

(Sub)Exhibits "B" through "L" attached to this Agreement read as follows:

*(Sub)Exhibit "B".*

*List Of Sublicensees And Respective Retail Operations.*

**Food And Beverage.**

<b>Company</b>	<b>Location</b>	<b>Specialty</b>	<b>Proposed Sublicensee</b>
McDonald's	Arrivals/Food Court	Hamburgers/ Breakfast	Cerillo McSween*
Robinson's Ribs	Food Court	Ribs/Barbecue	Charles Robinson*
Pizzeria Uno	Food Court	Pizza	D.B.E. Franchisee
Ice Cream	Food Court/ Arrivals	Ice Cream	Monte Kushida*

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\* Certified D.B.E. Operation.

\*\* The above proposed sublicensees are currently in negotiation with Chicago Aviation Partners.

Company	Location	Specialty	Proposed Sublicensee
Gold Coast Dogs, Inc.	Food Court/ Carts	Hot Dogs	D.B.E. Franchisee*/ Partner
The Grove	Concourse	Natural Snacks	Ruth Ann Menudo*
Coffee/Esspresso	Concourse/ Carts	Coffee/Pastries	D.B.E. Owner or Franchisee*
Bars And Lounge.			
Entertainment One/Walter Payton Group	Arrivals/Core Concourse	Sports and Chicago Theme Bars/Snacks	Entertainment One/Walter Payton Group*
Retail.			
Duty Free International	Core/Concourse	Duty Free Retail Merchandise	Duty Free International
Fenton Hill Florida	Arrivals/Core/ Concourse	News/Gifts	Susan Stackhouse*
Great Lakes Trading	Concourse	Native American Gifts	Carol Howe*

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\* Certified D.B.E. Operation.

\*\* The above proposed sublicensees are currently in negotiation with Chicago Aviation Partners.

*(Sub)Exhibit "C".*

*D.B.E. Compliance.*

**Additional Special Conditions Regarding Disadvantaged  
Business Enterprise Commitment.**

**(In Connection With Airport Business Opportunities)**

**I. Commitment.**

In accordance with the requirements of federal statutes and regulations and the City's Minority and Women Business Enterprise Ordinance (Section 2-92-420, et seq. of the Municipal Code of the City of Chicago) ("Ordinance"), it is the City's policy that disadvantaged business enterprises ("D.B.E.s"), as defined below, shall have the maximum opportunity practicable to participate in the operation of concessions (the "Concessionaire") under any concession license agreement entered into with the City in connection with its airports ("D.B.E. Concession Goal"). The City's goal in 1992 is 15.8% which means the City wants at least 15.8% of gross receipts from concession operations at the airports to be those of D.B.E. concessionaires. While there is no specific goal for this concession license agreement unless specified in this agreement, the maximum D.B.E. participation in the operation of this concession is desired to compensate for instances when such participation cannot be obtained.

In addition to encouraging D.B.E. participation in operating concessions, the City has a further goal of encouraging D.B.E.s to participate in providing the goods, work and services the concessionaire may require in order to operate the concession ("Specific Concession Agreement D.B.E. Goal"). The Specific Concession Agreement D.B.E. Goal shall be thirty percent (30%) of gross receipts of each concession, unless these goals are modified: (i) elsewhere in this concession license agreement; (ii) in applicable federal regulations; or (iii) any relevant regulations promulgated by the City under the Ordinance.

**II. General Provisions.**

**A. Definitions.**

(1) "Disadvantaged Business Enterprise" or "D.B.E." means a small

business concern awarded certification as a business owned and controlled by socially and economically disadvantaged individuals in accordance with 49 C.F.R. Part 23 and the City Ordinance and relevant regulations.

- (2) "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans (as defined below) or women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. The Purchasing Agent shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. The Purchasing Agent also may determine, on a case-by-case basis, that individuals who are not members of one of the following groups are socially and economically disadvantaged:
- a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
  - d. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
  - e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan and Bangladesh; and
  - f. "Woman".
- (3) "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant

regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of a certain sum over the previous three fiscal years, as adjusted periodically by the Secretary of Transportation for inflation.

- (4) "Directory" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Department of Purchases. The Directory identifies firms that have been certified as D.B.E.s and includes both the date of their last certification and the area of specialty in which they have been certified. Concessionaires are responsible for verifying the current certification status of all proposed D.B.E. firms.
- (5) "Area of Specialty" means the description of a D.B.E. firm's business which has been determined by the Purchasing Agent to be most reflective of the D.B.E. firm's claimed specialty or expertise. Each D.B.E. letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's D.B.E. participation goal shall be limited to the participation of firms performing within their Area of Specialty.

Notice: The Department of Purchases does not make any representation concerning the ability of any D.B.E. to perform work within its Area of Specialty. It is the responsibility of all Concessionaires to determine the capability and capacity of D.B.E. firms to satisfactorily perform the work proposed.

- (6) "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by D.B.E.s in contract work. A Joint Venture seeking to be credited for D.B.E. participation may be formed among D.B.E. firms or between D.B.E. firm(s) and non-D.B.E. firm(s).

A Joint Venture is eligible for D.B.E. credit if the D.B.E. venturer(s) shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture, and is responsible for a clearly defined portion of work to be performed, in proportion with the D.B.E. ownership percentage.

### B. Third Party Challenges To Eligibility Of D.B.E. Firm.

Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) Certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the City as a D.B.E.. The challenge shall be made in writing to the City, and shall include all information available to the challenging party relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged. The City will notify the challenged party of the statements and identity of the challenging party and may permit them to respond to the allegations, and will notify both parties in writing of the outcome. If the City determines first that there was not reasonable grounds presented in the challenge sufficient to justify an inquiry, then the City will notify the challenger that the proceedings are now terminated. During the pendency of any challenge, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect.

### C. Joint Ventures.

Bidders/Proposers may develop joint venture agreements as an instrument to provide participation by D.B.E.s in contract work or airport business opportunities. A joint venture seeking to be credited for D.B.E. participation may be formed among D.B.E. firms or between a D.B.E. firm and a non-D.B.E. firm.

A Joint Venture Is Eligible To Be Counted Toward D.B.E. Goals If, And Only If, All Of The Following Requirements Are Satisfied:

- (1) the D.B.E. venturer(s) shares in the (1) ownership, (2) control, (3) management responsibilities, (4) risks and (5) profits of the joint venture in proportion with the D.B.E. ownership percentage;
- (2) the D.B.E. venturer(s) is responsible for a clearly defined portion of work to be performed or the business to be operated, in proportion with the D.B.E. ownership percentage;
- (3) in case of work, the D.B.E. venturer(s) actually performs (with its own forces and using its own equipment) work equal to at least 50% of the value of its ownership of the joint venture. For example, if the D.B.E. is proposed as a 25% venturer on a \$1,000,000 contract (or subcontract) for work, the D.B.E. must, in addition to its other joint venture responsibilities, perform work equal to at least \$125,000 (or 50% of 25% of \$1,000,000); and

- (4) in the case of the operation of a business such as a concession, the D.B.E. venturer(s) actually performs the services or operates the business (with its own forces and its own supervising staff) to an extent commensurate with the value of its ownership of the joint venture. For example, if the D.B.E. is proposed as a 25% venturer in a concession business, the D.B.E. must, in addition to its other joint venture responsibilities, operate at least that much of the business as would constitute 25% of the business's gross revenues.

The Purchasing Agent will evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. In addition, the Purchasing Agent shall consider the record of the joint venturers as joint venturers on City of Chicago contracts. The decision of the Purchasing Agent regarding the eligibility of the joint venture shall be final.

Note: Credit for participation by D.B.E.s in a joint venture with non-D.B.E.s does not require a minimum participation of 51% in venture ownership and control on the part of the D.B.E.. A junior ownership interest in the venture by the D.B.E. can be credited toward the Specific Concession Agreement D.B.E. Goal in a pro rata fashion, but not the D.B.E. Concession Goal.

D.B.E./non-D.B.E. joint ventures are creditable on either the prime or the subcontractor level and are otherwise subject to federal, state and City contract limitations restricting second tier subcontracting.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venturer must separately sign the proposal to the City.

### III. Measuring D.B.E. Participation.

#### A. Counting D.B.E. Participation For The D.B.E. Concession Goal.

D.B.E. participation shall be counted toward the D.B.E. Concession Goal as follows: where a D.B.E. is a Concessionaire, once the D.B.E. is determined to be eligible under these rules, the total gross receipts generated by the D.B.E. from the concession counts towards the D.B.E. Concession Goal.

In the event of a joint venture or subconcession arrangement between a non-D.B.E. and a D.B.E. for the operation of a concession, only that portion of the gross receipts contributed by the commercially useful efforts of the D.B.E. joint venturer(s) or subconcessionaire(s) count towards the D.B.E. Concession Goal, but in no case may the percentage contribution attributable to a D.B.E. joint venture exceed the D.B.E.s percentage interest in the joint venture. Where the Purchasing Agent has reason to doubt the extent of a D.B.E. joint venturer's or subconcessionaire's commercially useful contribution towards the Concessionaire's gross receipts, the Purchasing Agent may request evidence to substantiate the D.B.E.s contribution. No credit shall be given toward the D.B.E. Concession Goal if the subconcessionaire or joint venturer is not participating in the actual operation of the concession, but rather is providing goods or services used by a Concessionaire.

**B. Counting D.B.E. Participation Toward The Specific Concession Agreement D.B.E. Goal.**

- (1) Where a D.B.E. is a contractor for work, goods or services and is determined to be eligible in accordance with these rules, except as provided below, the total dollar value of the contract awarded to the D.B.E. may be counted toward the Specific Concession Agreement D.B.E. Goal, except that a Concessionaire may count only a portion of the total dollar value of a contract with a joint venture subcontractor eligible under the standards of these Special Conditions equal to the percentage of the ownership and control of the D.B.E. joint venturer.
- (2) Where a Concessionaire contracts out for work, a Concessionaire may count toward its Specific Concessionaire Agreement D.B.E. Goal only expenditures to firms that perform a commercially useful function in the work of a concession. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a concession and carries out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Purchasing Agent shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

Consistent with normal industry practices, a D.B.E. may enter into subcontracts. If a D.B.E. contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the D.B.E. shall be presumed not to be performing a commercially



useful function. Evidence may be presented by the contractors involved to rebut this presumption.

- (3) A Concessionaire may count toward its D.B.E. Goal the following expenditures to D.B.E. firms that are not manufacturers or regular dealers:
1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the concession agreement, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  3. The fees or commissions charged for providing any bonds or insurance specifically required under the concession agreement, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### IV. Procedure To Determine Bid/Proposal Compliance.

A. The following schedules and documents constitute the bidder's or proposer's D.B.E. proposal, and must be submitted in accordance with the guidelines stated. The proposal should indicate whether the bidder or proposer believes it is a D.B.E. and to what extent can it be counted toward the D.B.E. Concession Goal and should clearly indicate the Specific Concession Agreement D.B.E. commitment.

- (1) Schedule B: Affidavit of D.B.E./Non-D.B.E. Joint Venture.

Where the D.B.E. proposal includes the participation of any D.B.E. as a joint venturer prime or subcontractor, the proposers

must submit, together with their proposal, a Schedule B: Affidavit of D.B.E./Non-D.B.E. Joint Venture with an attached copy of the joint venture agreement proposed among the parties.

The Schedule B, in conjunction with the joint venture agreement must clearly evidence that the D.B.E. venturer will be responsible for a clearly defined portion of the work to be performed or the concession(s) to be operated and that the D.B.E. firm's responsibilities are in proportion with their ownership percentage, as described under II(C) Joint Ventures. In order to demonstrate the D.B.E. venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement shall include specific details related to (i) the contributions of capital and equipment; (ii) work items or management services or concession(s) to be performed or operated by the D.B.E.'s own forces; (iii) work items, management services or concessions to be performed or operated under the supervision of the D.B.E. venturer and (iv) the commitment of management, supervisory and operative personnel employed by the D.B.E. to be dedicated to the performance of the project.

The Schedule B, together with the joint venture agreement must, in addition, clearly evidence the commitment of the D.B.E. venturer to actually perform (with its own forces and equipment) work equal to at least fifty percent (50%) of the value of its ownership of the joint venture or to operate a concession business (with its own forces and supervisory staff) to an extent commensurate with the value of its ownership in the joint venture.

- (2) Schedule C: Letter of Intent to Perform as a Subcontractor, Subconsultant, or Goods or Material Supplier.

A Schedule C, executed by the D.B.E. firm (or joint venture subcontractor) must be submitted by the proposer for each D.B.E. included on the proposer's Schedule D. Each Schedule C must accurately detail the work to be performed by the D.B.E. firm and the agreed rates and prices to be paid. If any fully completed and executed Schedule C is not or cannot be submitted with the proposal, it must be received by the Purchasing Agent within two (2) business days after the date set for receipt of proposals except as provided for elsewhere in the R.F.P..

(3) Letters of Certification.

A copy of each proposed D.B.E. firm's Letter of Certification from the City of Chicago must be submitted with the proposal.

All Letters of Certification issued by the City of Chicago include a statement of the D.B.E. firm's area of specialization. The D.B.E. firm's scope of work, as detailed by its Schedule C, must conform to its stated area of specialization. Where a D.B.E. is proposed to perform work or supply goods, materials or services not covered by its area of certification, it must request an extension of its certification at least thirty (30) calendar days prior to its being proposed to perform such work or supply such goods, materials or services. The D.B.E. firm's request to expand the scope of its certification, together with all documentation required by the City to process that request, must be received by the City at least thirty (30) calendar days before execution of any agreement with the City.

(4) Schedule D: Affidavit of Prime Contractor Regarding D.B.E.s.

Proposers must submit, together with the proposal, a completed Schedule D committing them to the utilization of each listed D.B.E. firm. Except in cases where the proposer has submitted a complete request for a waiver or variance of the Specific Concession Agreement D.B.E. Goal (See V. Grant of Relief for Proposers, below), the proposer must commit with respect to the acquisition of goods, work or services to the expenditure of a specific dollar amount of participation by each D.B.E. firm included on its Schedule D. The total dollar commitment to proposed D.B.E. firms must at least equal the Specific Concession Agreement D.B.E. Goal.

All commitments made by the proposer's Schedule D must conform to those presented in the submitted Schedule Cs. Where Schedule Cs will be submitted after the date set for receipt of proposals, the proposer may submit a revised Schedule D (executed and notarized in triplicate) to conform with the Schedule Cs. Except in cases where substantial and documented justification is provided, proposers will not be allowed to reduce the dollar commitment made to any D.B.E. in order to achieve conformity between the Schedules C and D.

B. The submittals must have all blank spaces on the Schedule pages applicable to the subject specification correctly filled in.

C. Agreements between a proposer and a D.B.E. in which the D.B.E. promises not to provide subcontracting quotations to other proposers are prohibited.

D. During the period before award, the submitted documentation will be evaluated. Furthermore, the proposer agrees to give, upon request, earnest and prompt cooperation to the Purchasing Agent and/or Contract Compliance Officer or authorized delegate in submitting to interviews that may be necessary, or in allowing entry to places of business or in providing further documentation, or in soliciting the cooperation of a proposed D.B.E. in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that a proposer's proposal contains an insufficient level of D.B.E. participation, or that the proposer was found to be unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

E. In cases where the City's review of a proposal concludes that the D.B.E. proposal was deficient, the proposer will be instructed to submit (within three business days of such notice given by the City), a modification of the D.B.E. proposal, in proper format, which remedies all the deficiencies cited. The failure to correct all deficiencies as required by this Section may result in a Purchasing Agent's determination that a proposal is "non-responsive". The Purchasing Agent shall have the discretion to apply suitable sanctions against any proposer who fails to comply with these requirements. Appropriate sanctions may include, without limitation, forfeiture of the proposal deposit, if any, rejection of the proposal, and suspension of the proposer's eligibility to enter into future contracting opportunities with the City.

F. Proposers will not be permitted to modify their D.B.E. proposals except insofar as directed to do so by the City. All terms and conditions stipulated for prospective D.B.E. subcontractors or suppliers therefore should be satisfactorily negotiated prior to the submission to the City of the proposer's D.B.E. commitment as part of a proposer's proposal. If circumstances should arise, however, where a proposed D.B.E. becomes no longer available, the process described below in the section entitled VII. D.B.E. Substitutions and Waivers of Requirements, should be followed.

G. When necessary in the interest of time, the City may treat as non-responsive a proposal instead of granting extended time for a proposer to replace D.B.E.s named in the proposer's proposal which were later determined to be ineligible or unavailable.

#### V. Grant Of Relief For Proposers.

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the Specific Concession Agreement D.B.E. Goal is appropriate. As explained above, no D.B.E.

Concession Goal is set for this concession license agreement unless contained elsewhere in this concession license agreement, since the goal is based on gross receipts of all airport concessions; however, maximum participation by D.B.E.s in operating this concession is desired.

In the event a D.B.E. Concession Goal for this particular concession license agreement is provided for elsewhere in this agreement, the procedure set forth below for waiver of the Specific Concession Agreement D.B.E. Goal. In the event a proposer determines that it is unable to meet the Specific Concession Agreement D.B.E. Goal for a City concession license agreement, a written request for the reduction or waiver of the commitment must be included in the proposal. The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the D.B.E. percentages. The request must be submitted on the proposer's letterhead and must demonstrate that all required efforts as set forth in this document were taken to secure eligible D.B.E.s to meet the commitments. The Purchasing Agent or designee shall determine whether the request for the reduction or waiver will be granted.

Proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of proposal opening. Once the proposals have been opened, the most responsive and responsible proposer so deemed by the Purchasing Agent or authorized designee will have 14 calendar days to submit to the Department of Purchases complete documentation that adequately addresses the conditions for waiver described herein. Failure to submit documentation sufficient to support the waiver request may cause the proposal to be found non-responsive by the Purchasing Agent, and the proposal may be rejected. In such cases the remedies to be taken by the Purchasing Agent, in his discretion, may include, but are not limited to, forfeiture of proposal deposit, negotiating with the next lowest proposer, or readvertising the proposal. All proposers are encouraged to submit all required documents at the time of proposal opening to expedite the contract award.

#### A. D.B.E. Participation.

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- (1) The proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than nine certified firms in the commodity area) of the appropriate certified D.B.E. firms to operate any part of the concession or to furnish any direct work, goods or services identified or related to the concession. Direct participation involves subcontracting a portion of the

goods/services specifically required in the proposal. Documentation must include but is not necessarily limited to:

- a. A detailed statement of efforts to identify and select portions of the concession operation or the work, goods or services required for the concession for subcontracting to certified D.B.E. firms;
- b. A listing of all D.B.E. firms contacted that includes:
  - i) Names, addresses and telephone numbers of D.B.E. firms solicited;
  - ii) Date and time of contact;
  - iii) Method of contact (written, telephone, transmittal of facsimile documents, etc.);
- c. Copies of letters or any other evidence of mailing that substantiates outreach to D.B.E. operators or vendors that includes:
  - i) Project identification and location;
  - ii) Classification/commodity of work items for which quotations were sought;
  - iii) Date, item and location for acceptance of subcontractor proposals;
  - iv) Detailed statement which summarizes direct negotiations with appropriate D.B.E. firms for specific portions of the work and indicates why negotiations were unsuccessful;
  - v) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve the Specific Concession Agreement D.B.E. Goal by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on D.B.E. subcontractors for the type of work that was solicited;

Or

- (2) In the case of work, goods or services to be furnished for the concession, subcontractor participation will be deemed excessively costly when the D.B.E. subcontractor proposal exceeds the average price quoted by more than fifteen percent (15%). In order to establish that a subcontractor's quote is excessively costly, the proposer must provide the following information:
- a. A detailed statement of the work identified for D.B.E. participation for which the proposer asserts the D.B.E. quote(s) were excessively costly (in excess of 15% higher).
    - i) A listing of all potential subcontractors contacted for a quotation on that work item;
    - ii) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
  - b. Other documentation which demonstrates to the satisfaction of the Purchasing Agent that the D.B.E. proposals are excessively costly, even though not in excess of 15% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
    - i) The City's estimate for the work under a specific subcontract;
    - ii) The proposer's own estimate for the work under the subcontract;
    - iii) An average of the bona fide prices quoted for the subcontract;
    - iv) Demonstrated increase in other contract costs as a result of subcontracting to the D.B.E..

### B. Assist Agency Participation.

Every waiver and/or reduction request must include evidence that the proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the D.B.E. business community.

The notice requirement of this Section will be satisfied if a proposer contacts at least one of the associations on Attachment A to these Regulations when the Concessionaire seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to proposal submittal (e.g., certified mail receipt or facsimile transmittal receipt) will be required for any proposal submitted to be deemed responsive on the date of proposal opening. If deemed appropriate, the Purchasing Agent or Contract Compliance Administrator may contact the assist agency for verification of notification.

### C. Impracticability.

- (1) If the Purchasing Agent determines that a lesser Specific Concession Agreement D.B.E. percentage standard is appropriate with respect to a particular concession agreement subject to competitive proposing prior to the solicitations for the concession agreement, proposal specification shall include a statement of such revised standard.
- (2) The requirements set forth in these Regulations shall not apply where the Purchasing Agent determines that D.B.E. subcontractor participation is impracticable. This may occur whenever the Purchasing Agent determines that for reasons of time, need, industry practices or standards not previously known by the Purchasing Department administrator, or such other extreme circumstances as may be deemed appropriate, such a waiver is in the best interests of the City. This determination may be made in connection with a particular concession agreement, whether before the concession is let for proposal, during the proposal or award process, before or during negotiation of the concession agreement, or during the performance of the agreement.

For all notifications required to be made by proposers, in situations where the Purchasing Agent has determined that time is of the essence, documented telephone contact may be substituted for letter contact.



**VIII. Reporting.****A. Operation of Concession.**

- (1) The Concessionaire shall, within five working days of receiving the awarded concession agreement, execute a formal subcontract with any D.B.E. subcontractor which was proposed to operate a portion of the concession.
- (2) The Concessionaire shall file monthly D.B.E. utilization reports, together with its monthly concession license fee payment, delineating the D.B.E. contribution to Concessionaire's gross receipts for the month and cumulatively for the year-to-date. Each D.B.E. utilization report shall be signed by an authorized officer or representative of the Concessionaire and notarized.

**B. Furnishing of Work, Goods and Services.**

- (1) The Concessionaire shall, within five working days of receiving the awarded concession agreement, execute a formal subcontract or purchase order with the D.B.E.s which were proposed all in accordance with the terms of the Concessionaire's proposal and D.B.E. assurances, and shall promptly submit to the City at that time a copy of the D.B.E. subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the D.B.E..
- (2) During the term of the concession agreement, the Concessionaire shall submit partial and final waivers of lien, where appropriate, from D.B.E. subcontractors which are drawn up to show the true, cumulative dollar amount of subcontractor payments made to date.
- (3) The Concessionaire shall file regular D.B.E. utilization reports, on Purchases Form D.B.E. Status -- 1 entitled "Status Report of D.B.E. (Sub)Contract Payments". The Concessionaire shall present the notarized D.B.E. status form executed to reflect the current status of effective and projected payments to D.B.E.s.

**IX. D.B.E. Substitutions And Waivers Of Goals.**

A. Arbitrary changes by the Concessionaire of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved D.B.E. sub-agreement, the Concessionaire shall thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be

performed by the D.B.E., nor decrease the price to or the level of participation of the D.B.E., without in each instance receiving the prior written approval of the City. In some cases, however, it may become necessary to substitute a new D.B.E. in order actually to fulfill the D.B.E. requirements. In such cases, the City must be given reasons justifying the release by the City of prior specific D.B.E. commitments established in the Concessionaire's D.B.E. proposal, and will need to review the eligibility of the D.B.E. presented as a substitute. The substitution procedure will be as follows:

- (1) The Concessionaire must notify the Purchasing Agent immediately in writing of an apparent necessity to reduce or terminate a D.B.E. subcontract or joint venture and to propose a substitute firm for some phase of the operation or the work, goods or services, if needed, in order to sustain the fulfillment of the D.B.E. Concession Goal or the Specific Concession Agreement D.B.E. Goal.
- (2) The Concessionaire's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: A previously committed D.B.E. was found not to be able to perform, or not to be able to perform on time; a committed D.B.E. was found not to be able to produce acceptable work; a committed D.B.E. was discovered later to be not bona fide; a D.B.E. previously committed at a given price later demands an unreasonable escalation of price.

The Concessionaire's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: a replacement firm has been recruited to perform the same work under terms more advantageous to the Concessionaire; issues about performance by the committed D.B.E. were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); and a D.B.E. has requested reasonable price escalation which may be justified due to unforeseen circumstances.

- (3) The Concessionaire's notification should include the name, address, and principal official of any proposed substitute D.B.E. and the dollar value and scope of work of the proposed subcontract. Attached should be all the same D.B.E. affidavits, documents, and Letter of Intent which are required of bidders, as enumerated above in Section IV. Procedure to Determine Bid/Proposal Compliance.

- (4) The City will evaluate the submitted documentation, and respond within fifteen working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.
- (5) Actual substitution of a replacement D.B.E. should not be made before City approval is given of the acceptability of the substitute D.B.E.. A subcontract with the substitute D.B.E. must be executed within five working days, and a copy of the D.B.E. subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

B. After award of a concession, no relief of the D.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the D.B.E. requirements of this agreement must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Concessionaire to locate specific firms, solicit D.B.E. bids, seek assistance from technical assistance agencies, etc., as outlined above in Section V. Grant of Relief for Proposers.

C. In a case where an enterprise under contract was previously considered to be a D.B.E. but is later found not to be, or whose work is found not to be creditable toward D.B.E. goals fully as planned, the City will consider the following special criteria in evaluating a waiver request:

1. Whether the Concessionaire was reasonable in believing the enterprise was a D.B.E. or that eligibility or "counting" standards were not being violated.
2. The adequacy of unsuccessful efforts taken to obtain a substitute D.B.E. as outlined in Section VII. Grant of Relief for Proposers.

D. The Purchasing Agent solely will determine grants of waiver and all matters of D.B.E. compliance.

#### X. Non-Compliance And Damages.

The following constitute a material breach of any concession agreement entered into of which these special conditions form a part and shall entitle

the City to declare a default, terminate the contract and exercise those remedies provided for in the agreement, at law or in equity:

1. Failure to satisfy the D.B.E. percentages required by the concession agreement; and
2. The Concessionaire, joint venturer or subcontractor is disqualified as a D.B.E., such status was a factor in concession award, and was misrepresented by the Concessionaire.

In the event that the Concessionaire is determined not to have been involved in any misrepresentation of the status of the disqualified joint venturer or subcontractor or supplier, the Concessionaire shall discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified D.B.E. as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the Concessionaire, if any, may be withheld until corrective action is taken.

In the event the Concessionaire has not complied with the contractual D.B.E. percentages, underutilization of identified D.B.E.s shall entitle the affected D.B.E.s to recover from the Concessionaire damages suffered by these D.B.E.s as a result of such underutilization. Therefore, the Concessionaire hereby agrees that any disputes between the Concessionaire and such affected D.B.E.s regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing D.B.E. in accordance with applicable City regulations. This provision is intended for the benefit of any D.B.E. affected by underutilization and grants them specific third party beneficiary rights. In cases where deemed appropriate by the Purchasing Agent, notification of a dispute by the affected D.B.E. or the Concessionaire may lead to the withholding of sums that the City may owe Concessionaire until the City receives a copy of the final arbitration decision, but in no event shall the Concessionaire be excused from making any payments due to the City during the pendency of a dispute.

#### XI. Record Keeping.

The Concessionaire shall maintain records of all relevant data with respect to the utilization of D.B.E.s, retaining these records for a period of at least three years after termination or expiration of the concession agreement. Concessionaire grants full access to these records to the City of Chicago, federal or state authorities, the U. S. Department of Justice, or any duly authorized representatives thereof.

**XII. Assistance Agencies.**

The following agencies are available to the prospective proposers for assistance:

Small business guaranteed loans; surety bond guarantees; 8(a) certification:

U. S. Small Business Administration  
219 South Dearborn Street, Suite 437  
Chicago, Illinois 60604  
Attention: Howard R. Norris  
(312) 353-4528

Bond Guarantee Program/Surety Bond  
230 South Dearborn Street  
Fifth Floor  
Chicago, Illinois 60604  
Attention: Tony Zanetello  
(312) 353-7331

Project information; general D.B.E. information; Directory of local and out-of-state construction and design D.B.E.s:

City of Chicago  
Department of Purchases  
Contract Monitoring and Compliance  
City Hall -- Room 403  
Chicago, Illinois 60602  
Attention: Patricia J. Martin  
(312) 744-1895

or

Contract Administration Division  
City Hall -- Room 403  
Chicago, Illinois 60602  
Attention: Diana Minguaw  
(312) 744-4926

Information on D.B.E. availability in the manufacturing, sales or supplies, and related field (direct assistance from 42 regional affiliates located throughout the U. S.):

National Minority Suppliers  
Development Council, Inc.  
1412 Broadway -- 11th Floor  
New York, New York 10018  
Attention: Anne Astrlon  
(212) 944-2430

Chicago Regional Purchasing Council  
36 South Wabash Avenue -- Suite 925  
Chicago, Illinois 60602  
Attention: Maye Foster Thompson  
(312) 263-0105

**Other Resources:**

U. S. Department of Transportation  
Minority Business Resource Center  
400 7th Street S. W.  
Room 9410  
Washington, D. C. 20590  
Attention: Wendell K. Harbour  
(202) 366-2852

Illinois Department of Commerce and Community Affairs Small  
Business Office  
100 West Randolph Street  
Suite 3-340  
Chicago, Illinois 60601  
Attention: LaMar Green  
(312) 917-3073 or 2082

Grant Thornton  
Minority Business Development Center  
600 One Prudential Plaza  
Chicago, Illinois 60601  
Attention: Ken Robinson  
(312) 856-0200

Chicago Minority Business Development Center  
Burgos & Associates, Inc.  
35 East Wacker Drive, Suite 790  
Chicago, Illinois 60601  
Attention: Salvador Bayron  
(312) 977-9190

National Association of Women Business Owners  
5204 Fairmont  
Downers Grove, Illinois 60575  
Attention: Judith Keel  
(312) 969-7773

### XIII. Concessionaire Assistance.

Concessionaires must themselves assist D.B.E.s in overcoming barriers to program participation. The following instruments of assistance, for example, should be used as applicable:

- A. Developing solicitations of subcontract proposals so as to increase potential D.B.E. participation. This can take the form of breaking down large subcontracts into smaller ones, and of issuing notice of solicitations in a timely manner;
- B. Providing technical assistance and guidance in the proposing, estimating and scheduling processes;
- C. Considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work;
- D. Providing accelerated payments or establishing prorated payment and delivery schedules so as to minimize cash flow problems faced by small firms;
- E. Providing, waiving, or reducing subcontractor bonding requirements; allowing stage bonding (bonding carried over from one project state to the next); and
- F. Providing a pre-bid conference for potential subcontractors.

In addition to the employment of minority and women business enterprises for construction work and materials, and goods and services directly used for the concession, the Concessionaire should consider the

utilization of D.B.E.s in fields indirectly related to management and concession contracts: banking, office equipment sales, vehicle sales, mechanical repair, legal and accounting services, building security, graphics and advertising, etc..

#### XIV. Equal Employment Opportunity.

Compliance with D.B.E. requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in the concession agreement and as they relate to Concessionaire and subcontractor obligations.

*(Sub)Exhibit "D".*

*Shell And Core.*

The City and the Licensee acknowledge that the plans and specifications for Shell and Core have not been completed and that the R.F.P. contained an Attachment 5 which sets forth the basic utilities to be furnished to each portion of the Premises based upon a hypothetical floor plan. The City agrees to provide the same level of basic utilities to the actual floor plan of the Premises, provided that the cost of such work shall not exceed the cost of the work shown on Attachment 5 minus the cost of telephone and lighting.

*(Sub)Exhibit "E".*

*Design And Construction Provisions.*

#### 1. Definitions.

The following words and phrases shall have the following meanings solely for purposes of this Exhibit:



"Contract" means, generally, those contracts between Licensee and the Design and Construction Contractors for design or construction of a defined scope of Work for the Improvements, which shall include the terms and conditions under which such Work will be performed.

"Contractor" means any person or entity with whom Licensee contracts to perform any part of the Work.

"Subcontractor" means any person or entity with whom a Contractor contracts to provide any part of the Work, including subcontractors of any tier, suppliers and materialmen, whether or not in privity with Contractor.

"Tenant Coordinator" means Terminal 5 Team who shall represent the City in all matters relating to the performance of the Work by Licensee or its Contractors, as further defined in Section 5(b).

## 2. Performance Of The Work.

Licensee shall perform the Work, or cause the Work to be performed. Licensee may award contracts for the Work to be performed, but Licensee shall remain responsible for the Work. Licensee shall not under any circumstances utilize the services of any entity which is barred from contracting with the City or State pursuant to any law, ordinance, rule or regulation.

## 3. Time Is Of The Essence.

Licensee shall use all efforts to perform, or cause to be performed, the Work within the time limits required under the Agreement, as applicable, or as requested from time to time by the Department. Licensee acknowledges that the failure by Licensee to meet the time limits specified shall result in severe economic or other losses to the City, and that Time Is Of The Essence.

## 4. Site Rules.

The Site Rules and Regulations ("Site Rules"), which are attached hereto and incorporated by reference herein. Licensee must incorporate the Site Rules into each Contract. To the extent that these Site Rules conflict with any portions of the Contracts, these Site Rules shall prevail.

For purposes of the Work in accordance with this Agreement, the following amendments and deletions are applicable to the attached Site Rules:

(a) T5T shall coordinate the activities of Licensee and its Contractors.

(b) The City shall provide builder's risk coverage for improvements performed, or caused to be performed, by Licensee. Licensee shall, however, be responsible for any additional or increased premium resulting from adding the endorsement of Licensee to the City's policy. Further, the City shall not be responsible for a \$10,000 deductible for each claim relating to or arising from the activities of the Contractor. Licensee shall be responsible for the payment of any such deductible.

#### 5. City/Licensee Coordination.

(a) Licensee shall designate a Manager who shall manage and coordinate the Work. City shall direct all communications regarding the Work to the Manager.

(b) The Commissioner shall designate a person to represent City in all matters relating to the performance of the Work hereunder and to constitute the point of receipt for all submittals, unless expressly specified otherwise herein. For purposes of the initial design and construction, such person shall be the Tenant Coordinator. In all provisions of this Exhibit in which City's written approval of consent is required, such approval or consent must be that of the Tenant Coordinator, unless Licensee is notified in writing by the Commissioner otherwise. Any approval or consent by the Tenant Coordinator hereunder shall not create any liability on City, in whole or in part, for the professional or technical accuracy of Licensee's Work to be provided hereunder. The Tenant Coordinator shall be the final arbiter of any decision to be made or consent or approval to be given under this Exhibit. The Tenant Coordinator shall further assist Licensee in coordinating Licensee's Work with other projects and operations at the Airport and in Licensee's contacts with any Federal, State, or local government agencies. The Tenant Coordinator shall provide such personnel as may be needed from time to time.

#### 6. Warranty And Standard Of Performance.

Licensee warrants the Work for the one (1) year period after the date of final completion of the Work or such longer period of time as: (i) is required by law, or (ii) is supplied by Contractors.

Licensee shall perform, or cause to be performed, all Work with that degree of skill, care and diligence normally exercised by professionals performing equivalent work in projects of a scope and magnitude comparable to the Work hereunder. Licensee shall further perform, or cause to be performed, all Work hereunder according to those standards for Work at the Airport promulgated by the Department, F.A.A., and any other

interested Federal, State, or local governmental units, including without limitation any Airport Design and Construction Standards.

#### 7. Requirements For Work.

##### (a) Plans and Approvals of Plans.

Licensee shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Tenant Coordinator, proposed drawings, plans, and specifications for review and comment by the Tenant Coordinator. Such drawings, plans, and specifications, and all amendments thereto, and the schedule information to be provided by Licensee under Paragraph 7(b), shall be subject to the approval of the Tenant Coordinator. The Tenant Coordinator will approve, conditionally approve, or disapprove submissions of any such drawings, plans and specifications within fifteen (15) days, or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation. If Licensee intends to adopt fast track construction procedures, Licensee must still complete each contract package to a reasonable level of detail (including alternate designs selected by Licensee for major structural, mechanical, electrical and architectural elements) that will provide the Tenant Coordinator adequate information upon which to base its review and approval. Licensee shall not proceed with construction operations until all necessary approvals have been obtained.

##### (b) Licensee to Provide Information.

Prior to the commencement of the Work, and thereafter as often as may be necessary to provide the Tenant Coordinator with current and complete information about the Work, Licensee shall submit to the Tenant Coordinator: (i) initial and updated construction schedules (which shall be reviewed by the Tenant Coordinator for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all Work, and the estimated date of completion of the Work under each of Licensee's Contracts; and (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport.

##### (c) Monitoring of Work.

The Tenant Coordinator shall have the right to monitor the Work to assure that the Improvements are installed and constructed in conformity

with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Tenant Coordinator in monitoring the installation, construction, start-up and testing, Licensee shall submit, or cause to be submitted, to the Tenant Coordinator copies of all

- material certificates and samples;
- approved shop drawings;
- progress reports;
- notification of substantial completion of the Work;
- as-built drawings;
- any other documents related to the Work which may be reasonably requested by City; and
- lien waivers.

(d) Change Orders.

No design change which alters: (i) the scope of the Work or the improvements, or (ii) the construction schedule shall be implemented by Licensee without review and approval by the Tenant Coordinator. The Tenant Coordinator will approve, conditionally approve or disapprove submissions of change orders, which shall be in the same degree of detail as initial submissions, within fifteen (15) days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation.

(e) Correction of Work.

In the event the Tenant Coordinator determines that the Work is at material variance from the approved schedule, drawings, plans, and specifications or applicable standards, Licensee shall use its best efforts to expeditiously resolve such variance through immediate consultation with its Contractors. Until it has been determined by the Tenant Coordinator that the Work has been performed without material variance from the approved schedule, drawings, plans and specifications and applicable standards, the Tenant Coordinator may, by written notice to Licensee, (i) suggest to Licensee that Licensee withhold payments from any Contractor which has performed, in the judgment of the Tenant Coordinator, Work which is at material variance from the approved schedule, drawings, plans and specifications, or applicable standards or (ii) suggest to Licensee that

it stop Work where it is directly affected by such variance from the approved schedule, drawings, plans, specifications and applicable standards. If Licensee's response is unacceptable in the opinion of the Tenant Coordinator, the Tenant Coordinator shall have the right to direct Licensee to stop any other Work that is at variance with the approved schedule, drawings, plans, and specifications or applicable standards until the affected Work is corrected or replaced.

Any Work which is at material variance from the approved schedule, drawings, plans, and specifications or applicable standards shall be corrected or replaced by Licensee, directly or through its Contractors. The Tenant Coordinator shall inform Licensee of such defect in Work variance within ten (10) days following the detection of such defect, unless the defect affects the structural integrity or safety of the improvements, in which case the Tenant Coordinator shall inform Licensee of such defect as soon as reasonably practicable.

#### 8. Compensation To City.

(a) Within no more than thirty (30) days after receipt of an invoice from the City in accordance with subparagraph (c) below, Licensee shall compensate the City for the cost of those services provided by the City. The City agrees to keep its cost as low as reasonably practicable; provided, however, that in no event shall the aggregate amount of the reimbursement to the City be less than an amount equal to one and one-half percent (1½%) of the expenditures for the Work on the Improvements.

(b) During the continuation of Work, the City shall provide Licensee with an estimate of the City required manhours and budgets each month with regard to its services.

(c) The City shall provide Licensee with monthly invoices that describe time charges for the staff assigned to the Improvements, and any other costs associated with the services provided by the City. Licensee may, within ten (10) days of such provision, request a meeting with the City to review and discuss such invoices. The City shall hold such meeting or provide Licensee with a reasonable opportunity for such a meeting, and give due consideration to City concerns and recommendations regarding such invoices. Licensee may further request, at Licensee's expense, City to review and audit invoices related to the Work at any time. Licensee shall, upon reasonable request therefor, receive copies of all such audits performed by City and may interview the personnel who performed such audits. In no event shall Licensee withhold from the City the payment.

#### 9. Nondisturbance Of Airport Tenants And Operations.

Any Work by Licensee and its Contractors shall be conducted in an orderly and proper manner, and shall not otherwise annoy, disturb, create a hazard, or be offensive to others at the Airport, or interfere with other projects on, or the operations of, the Airport, both landside and airside. Licensee shall promptly comply, and shall cause its Contractors to comply, with any request from the Commissioner or Tenant Coordinator to correct the demeanor or conduct of the Contractors. In the event Licensee or its Contractors fail to so comply, the Commissioner shall have the right to stop any or all Work being performed, until such compliance is achieved, without terminating this Agreement. City shall not be responsible for any additional expense resulting from stopping Work.

#### 10. Performance And Payment Bonds.

Licensee shall post a performance and payment bond in the full value of the construction Work to be performed under this Agreement. Such bonds shall comply with the provisions of 30 ILCS 55/1 (1992), as amended, and Section 2-92-030 of the Chicago Municipal Code. The bond shall be in same form and content as provided by City. The surety issuing such bond shall be acceptable to City's Risk Manager. City shall be named as co-obligee on all such bonds.

#### 11. Veterans Preference.

Licensee shall comply with the following provision and shall ensure that the following provision is inserted in all Contracts entered into with any Contractors and any labor organization which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor, or services in connection with this Agreement.

Contractor shall comply with the provisions of 330 ILCS 55/0.01 et seq. (1992) which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition to, or alteration of all public works.

#### 12. Residency.

Licensee shall comply with, and shall ensure that its Contractors comply with, the provisions of Section 2-92-320 of the Code which requires that of the total construction worker hours performed by a contractor in the categories of unskilled construction laborers and skilled construction trade workers, at least 50% in each category shall be performed by City residents.

### 13. Affirmative Action Plan.

Licensee shall commit to establishing, maintaining and implementing a written Equal Employment Opportunity and Affirmative Action Plan ("Plan") acceptable to the City. The Plan will be considered in relation to the following goals for employment of women and minorities:

#### Minority Employment:

\_\_\_\_\_ % of skilled hours

\_\_\_\_\_ % of laborer hours

#### Women's Employment:

\_\_\_\_\_ % of skilled hours

\_\_\_\_\_ % of laborer hours

### 14. Steel Products.

Licensee shall comply with the following provision and shall ensure that the following provision is inserted in all Contracts entered into with any Contractors and any labor organizations which furnish skilled, unskilled and craft union labor or services in connection with the Work.

This contract shall be subject to all provisions of the "Steel Products Procurement Act" 30 ILCS 565/1 et seq. (1992), as it may be amended from time to time. Steel Products used or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States.

For purposes of this Section "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steelmaking processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

## 15. Compliance With The Americans With Disabilities Act.

(a) Design Contracts. Licensee warrants that all design documents produced for the City under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons which apply to the City including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. §12101 et seq., as amended, and the Uniform Federal Accessibility Standards ("U.F.A.S.") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("A.D.A.A.G."); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1992), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. In the event that the above-cited standards are inconsistent, Licensee shall comply with the standard providing greater accessibility.

(b) Construction Contracts. All construction or alteration undertaken by Licensee or its Contractors under this Agreement shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons which apply to the City including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. §12101 et seq., as amended, and the Uniform Federal Accessibility Standards ("U.F.A.S.") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("A.D.A.A.G."); and, the Illinois Environmental Barriers Act, Ill. Rev. Stat. Ch. 410 ILCS 25/1 et seq. (1992), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. Licensee shall, prior to construction, review the plans and specifications and notify the City in the event that the plans and specifications are not in compliance with the above-referenced standards.

### *Site Rules And Regulations Tenant Contractors International Terminal Project.*

#### General Information.

The International Terminal Project ("Project") contains several components, including the terminal building itself, airfield apron area, landside roadway, and parking lot, and segments of the Automated Transit System. The City of Chicago ("City") is the owner of the completed Project. The airline for which work is to be performed under this contract will be a tenant in the completed Project.

The Terminal Five Team ("T5T") is the Project Manager. T5T is an association comprised of Harbour Contractors, Inc.; Raymond M. Chin & Associates; and Ralph M. Parsons Company. Patrick C. Harbour is the



Program Director. Terminal 5 Venture ("T5V") is the City's Construction Manager ("Construction Manager"). T5V is a joint venture of Gilbane Building Company; UBM, Inc.; Globetrotters Engineering Company; d'Escoto, Inc.; and Rubinos and Mesia Engineers. Group One Design ("Group One") is the design team for the Project. Group One is a joint venture of Perkins & Will; Heard & Associates; and Consoer Townsend & Associates. C.I.C.A. Terminal Equipment Corporation ("C.I.C.A. T.E.C.") is a consortium of the International Terminal Airline Parties and is responsible for certain equipment for the Project.

T5T coordinates the activities of the Construction Manager and Group One. C.I.C.A. T.E.C. must coordinate its activities with T5V and T5T. In addition, there are more than 50 Trade Contractors employed by T5V and C.I.C.A. T.E.C. whose work on this Project must be co-ordinated by T5T.

Each airline to which space has been leased in the completed Project is entitled under the terms of its lease with the City to perform tenant finish work on its exclusive use premises. Such work must also be coordinated with T5V and T5T. The Tenant Coordinator is Mark Skjervem. He can be reached at 601-8888x747. Any questions regarding the coordination of your work with other Project contractors should be addressed to him.

Because the Project is a highly complex, multi-prime effort, it is imperative that all persons performing work on the Project follow certain Rules and Regulations promulgated to promote the safe, economic, and timely completion of the Project. The City may promulgate additional Rules and Regulations pertaining to the Project as may be needed from time to time. These Rules and Regulations constitute a material terms of your contract. In the event of any conflict between these Rules and Regulations and the contract, these Rules and Regulations shall prevail. In addition, these Rules and Regulations shall be included in contracts with subcontractors of any tier. Failure to properly coordinate your work with T5T and T5V, or to follow these Rules and Regulations, may constitute grounds for loss of access to the Project Site.

#### Access To Site.

1. Contractor shall not proceed with any work without prior notification to and written approval from the Tenant Coordinator. All of Contractor's architects and consultants must make prior arrangements with the Tenant Coordinator prior to entering the Site.
2. Contractor will be provided with two vehicle stickers which will allow access into the Project Site, provided Contractor is in compliance with these Rules and Regulations.

3. All of Contractor's employees shall park in the remote parking lot located at Mannheim and Spine Roads. Contractor is responsible for its employees' transportation to and from the Project Site.
4. All deliveries are to be scheduled in advance with the Tenant Coordinator. Material and equipment deliveries shall be made to the lower level loading dock or via the upper level roadway to a designated vestibule. The upper level roadway has a 72,000 lb. gross weight restriction per vehicle.
5. The "Operations Areas" located on the apron level are mainly accessed from the airside of the concourses. Contractor will be responsible for obtaining permission from the Tenant Coordinator to travel on the airside.
6. This Contract is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604) ("Act"), the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109 and 110, and all rules and regulations promulgated thereunder. In the event that the Contractor, or any individual employed by the Contractor, in the performance of this contract, has (i) unescorted access to aircraft located on or at the City's airport; (ii) unescorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, the Contractor shall be subject to, and further shall conduct with respect to its subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration and the City may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Act, the Contractor shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation and by the City. Finally, the contractor shall, notwithstanding anything contained in the contract specifications at no cost to the City, perform the contract in compliance with those guidelines developed by the City and the Federal Aviation Administration, and in effect at the time of bid opening, with the objective of maximum security enhancement. In the event the contract involves the design of facilities or equipment, the drawings, plans and specifications to be provided under the contract shall comply with those guidelines developed by the City and the Federal Aviation Administration and in effect at the time of the submittal of such drawings, plans and specifications.

### Safety/Security.

1. Contractor shall fully comply with T5V Safety and Security Manual, as may be amended from time to time. Copies of this manual may be obtained at the T5V Project Office.
2. Contractor shall fully comply with T5V Policies and Procedures for a Safe, Drug Free, and Alcohol Free Workplace, dated June 11, 1992. Copies may be obtained at the T5V Project Office.
3. Contractor shall attend weekly Project Coordination Meetings. These shall include, but not necessarily be limited to, Trade Contractor coordination meetings, and the Weekly Safety/Security Meeting.
4. All of Contractor's employees shall attend a new employee orientation meeting. This is a one-time event and must be attended before any employee begins working on site.
5. Contractor is solely responsible for the security of its work site. The City, its agents, officials or employees, are not responsible for damage to the Contractor's work or loss of property.

### Operations.

1. Normal working hours are from 7:00 A.M. to 3:30 P.M.. Permission to work at other times may be granted in the sole discretion of the Tenant Coordinator. The request to work outside of normal working hours must be made no less than 24 hours before the work is to be started. Should the Contractor elect to work other than during normal working hours, Contractor shall pay for costs for all stand-by facilities (e.g., paramedics, security, T5V supervision, etc.) required as a result of such work.
2. One service elevator and operator will be available for Contractor's use during normal working hours at no charge. It is noted that this elevator is shared by all contractors on the Project. If Contractor requires elevator usage at times other than during normal working hours, Contractor shall pay \$40.00 per hour for such usage.
3. Daily clean-up is a specific requirement. All clean-up is to be done by Contractor.

4. Contractor will be allowed use of existing temporary toilets.
5. Contractor shall be responsible for all temporary and permanent electrical power and lighting. Contractor may tie into the building system with prior written approval from the Tenant Coordinator. Contractor shall bear all costs associated with any mechanical and electrical tie-ins to the existing building systems required by the contractor's work. There will be no charge for normal electrical consumption. The Tenant Coordinator will at his sole discretion determine any additional charges to be made.
6. Contractor will not be allowed to store material outside its immediate work area without prior approval from the Tenant Coordinator. If approval is given and the material must be moved, Contractor shall relocate material at its own cost.
7. If Contractor requires space for its office trailers or storage trailer, an area on the Project Site will be assigned to it by the Tenant Coordinator based on availability of space.
8. Contractor shall maintain updated as-built drawings and provide a set of as-built drawings to the Tenant Coordinator upon substantial completion of the work.

#### Damage To Project.

1. The Tenant Coordinator, or such party as he may designate, shall have the right to inspect the Contractor's work during normal working hours or at any other time deemed necessary by the Tenant Coordinator.
2. Contractor shall take all precautions to protect the Project and all work in place. Contractor shall bear all costs to repair the Project and any work in place damaged by its employees. Contractor shall pay for any and all damage to the Project or work in place as the result of its work. In the event the Contractor's operations cause any damage, interference, or inconvenience to work being carried out under any other contract, Contractor shall restore, replace, rectify, or otherwise make good any damage to the satisfaction of the Tenant Coordinator. If the Contractor fails to comply with this provision, the work will be done by others at the expense of the responsible Contractor.

3. Special attention must be given to the terrazzo flooring and glass balustrades along moving walkways. The terrazzo floor must be planked with 2x4 lumber for any loads in excess of 6,000 lbs..

#### Coordination.

1. It is the express obligation and duty of Contractor to coordinate its work with the work of other Project contractors. Contractor shall not impede, hinder, or delay any other contractor in the performance of its work and shall remain solely and exclusively responsible for any damages or costs incurred by Contractor or other Project contractors as a result of the unreasonable hindrance or delay.
2. It is Contractor's duty to cooperate and communicate with any other Project contractors who will be performing work which may connect, complement or interfere with Contractor's work and each Contractor will be solely and exclusively responsible to resolve any disputes, scheduling interfaces, or coordination problems with all other Project contractors.
3. In the event that any other Project contractor performing work should hinder, disrupt, impede, delay, or damage Contractor's work, Contractor agrees that he shall look solely and exclusively to such Contractor for any and all financial relief and will in no event make a claim, equitable or otherwise, or attempt to hold the City, its officers, agents, or employees, T5T, T5V, Group One, or C.I.C.A. T.E.C. liable for any of the costs or delays thereof.

In addition, neither the City, its officers, agents, or employees, T5T, T5V, Group One, or C.I.C.A. T.E.C. shall have any financial responsibility should additional costs be incurred by Contractor because of delays, required acceleration, or disruptions caused by other contractors.

4. Contractor agrees that it will be responsible to any other Project contractor performing work for any loss, injury, damage, or delay caused by Contractor. Contractor shall be solely and exclusively liable to and shall pay other contractors for all damages caused.

**Compliance With All Laws.**

1. Contractor shall at all times observe and comply, and cause its subcontractors of any tier to observe and comply, with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the contract, the work thereunder, or the Project.
2. Provision(s) required by law, ordinance, rules, regulations, or executive orders to be inserted in the contract shall be deemed inserted, whether or not they appear in the contract or, upon application by either party, the contract shall forthwith be physically amended to physically make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of such provision or the contract.

**Payments, Insurance, Indemnity.**

1. Any payments due and owing under these Rules and Regulations shall be made by the Contractor to T5V within thirty days of receiving each invoice.
2. The Contractor shall procure and maintain at all times the types of insurance specified below, at Contractor's own expense, until final acceptance of the Work covered by this Contract, and if required to return during the warranty period, during that period. The insurance must cover all operations under this Contract, whether performed by the Contractor or by subcontractors. All insurance policies shall be written with companies authorized to do business in the State of Illinois.

The kinds and amounts of insurance required are as follows:

- a) **Worker's Compensation And Occupational Disease Insurance.**

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Contract. Employer's liability coverage with limits of not less than \$500,000 each accident or illness shall be included.

- b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability.

Products/completed operations, explosion, collapse, underground fire, legal liability, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago, T5V, T5T, Group One and C.I.C.A. T.E.C. are to be named as additional insureds.

- c) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago, T5V, T5T, Group One and C.I.C.A. T.E.C. are to be named as additional insureds.

- d) All Risk Builder's Risk Insurance.

The City shall provide builder's risk coverage for Tenant improvements. However the City shall not be responsible for a \$10,000 deductible for each claim relating to or arising from the activities of the Contractor.

- e) Professional Liability.

When any architects, engineers, or consulting firms perform work in connection with this Contract, Professional Liability Insurance shall be maintained with limits of \$1,000,000. 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 Contract.

f) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

The Contractor will furnish the Tenant Coordinator original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form, (copy attached) prior to contract award.

The insurance specified above shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force may constitute a violation of the Contract, and the City maintains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Contractor expressly understands and agrees that any insurance coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Contract documents or by law.

The Contractor and each subcontractor agree that insurer shall waive their rights of subrogation against the City of Chicago.

The Contractor expressly understands and agrees that any insurance maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under the contract.



The City of Chicago maintains the right to modify, delete, alter or change these requirements.

3. Contractor agrees to protect, defend, indemnify and hold the City, T5T, T5V, Group One, C.I.C.A. T.E.C., and each of their respective officials, agents, and employees (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, and causes of action of all kinds including without limitation, claims of property damage, injury or death, in consequence of granting this contract or arising out of or being in any way connected with Contractor's performance under this Agreement except for matters shown by final judgment to have been caused by or attributable to the Indemnified Parties negligence. The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes.

Contractor shall be solely responsible for the defense of any and all claims, demands or suits against the Indemnified Parties including without limitation, claims by any employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or allege negligence on the part of the Indemnified Parties.

"Injury" or "damage", as these words are used in this section shall be construed to include, but not limited to, injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors agents, servants or employees, of any scaffolding, hoist, cranes, stays, ladders, supports, rigging, blocking, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the Parties.

The Contractor will promptly provide, or cause to be provided, to the Tenant Coordinator copies of such notices as they may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any subcontractor and for which the Parties are claiming indemnification hereunder and to give the Parties authority, information, and assistance for the defense of any claim or action.

*(Sub)Exhibit "F".**Construction And Opening Schedule.*

Chicago Aviation Partners (C.A.P.)  
 Concessions Schedule For  
 Permanent International Facility  
 Chicago O'Hare International Airport

McClier Project 93-311  
 March 25, 1993

## Phase One -- Lower Level

- |    |  |                    |
|----|--|--------------------|
| 1. | Turn over Retail Premises<br>to C.A.P.           | 4/1/93             |
| 2. | Design Development and<br>Construction Documents | 4/1/93 to 4/18/93  |
| 3. | D.O.A. 95% Submittal                             | 4/12/93            |
| 4. | Bidding/Pricing/Permits                          | 4/5/93 to 4/18/93  |
| 5. | Major Construction                               | 4/19/93 to 5/17/93 |
| 6. | Install Fixtures                                 | 5/10/93 to 5/24/93 |
| 7. | Opening  | 5/27/93            |

## Phase Two -- Upper Level, Core Area

- |    |   |                    |
|----|---|--------------------|
| 1. | Turn over Remainder of<br>Premises to C.A.P.      | 7/1/93             |
| 2. | Construction Documents                            | 6/16/93 to 7/14/93 |
| 3. | Design Development 50%<br>Submittal to D.O.A.     | 7/1/93             |
| 4. | Construction Documents 95%<br>Submittal to D.O.A. | 7/14/93            |
| 5. | Building Permit Submittal                         | 7/14/93            |
| 6. | Bid and Award                                     | 7/14/93 to 7/27/93 |

- |    |                       |                    |
|----|-----------------------|--------------------|
| 7. | Construction/Fixtures | 7/28/93 to Opening |
| 8. | Opening               | October 1, 1993    |

*(Sub)Exhibit "G".*

*Percentage Rent Schedule.*

**Duty Free Operation.**

<b>Duty Free Annual Gross Revenue</b>	<b>Percentage Rent</b>
\$0 -- \$7.5 Million	15%
\$7.5 Million -- \$15 Million	17%
\$15 Million -- \$20 Million	19%
\$20 Million -- \$25 Million	21%
Over \$25 Million	25%

**Food And Beverage Operations.**

<b>Food And Non-Alcoholic Beverages Annual Gross Revenue</b>	<b>Percentage Rent</b>
\$0 -- \$500,000	6%
\$500,000 -- \$1 Million	7%
\$1 Million -- \$2 Million	8%

<b>Food And Non-Alcoholic Beverages Annual Gross Revenue</b>	<b>Percentage Rent</b>
--	------------------------

<b>Over \$2 Million</b>	<b>10%</b>
-------------------------	------------

<b>Alcoholic Beverages Annual Gross Revenue</b>	<b>Percentage Rate</b>
---	------------------------

<b>\$0 -- \$500,000</b>	<b>12%</b>
-------------------------	------------

<b>\$500,000 -- \$1 Million</b>	<b>14%</b>
---------------------------------	------------

<b>\$1 Million -- \$2 Million</b>	<b>16%</b>
-----------------------------------	------------

<b>Over \$2 Million</b>	<b>18%</b>
-------------------------	------------

**Non-Duty Free Merchandise Operations.**

<b>General Merchandise Operations Annual Gross Revenue</b>	<b>Percentage Rate</b>
--	------------------------

<b>\$0 -- \$500,000</b>	<b>6%</b>
-------------------------	-----------

<b>\$500,000 -- \$1 Million</b>	<b>7%</b>
---------------------------------	-----------

<b>\$1 Million -- \$2 Million</b>	<b>8%</b>
-----------------------------------	-----------

<b>Over \$2 Million</b>	<b>10%</b>
-------------------------	------------

<b>Special Merchandise Operations Annual Gross Revenue</b>	<b>Percentage Rate</b>
--	------------------------

<b>\$0 -- \$500,000</b>	<b>10%</b>
-------------------------	------------

<b>\$500,000 -- \$1 Million</b>	<b>12%</b>
---------------------------------	------------

<b>\$1 Million -- \$2 Million</b>	<b>14%</b>
-----------------------------------	------------

<b>Over \$2 Million</b>	<b>16%</b>
-------------------------	------------

*(Sub)Exhibit "G-1".**Illustration Of "Marginal Revenue Basis" As It Relates  
To "Percentage Rent".*

The example below illustrates the application of the Percentage Rent formula for the Alcoholic Beverages line of business:

Month	Assumed Monthly Gross Revenues	Assumed Year-To-Date Gross Revenues	Percentage Rent Due For Month	Year-To-Date Percentage Rent Paid
1	\$200,000	\$200,000	\$24,000(A)	\$24,000
2	\$175,000	\$375,000	\$21,000(B)	\$45,000
3	\$300,000	\$675,000	\$39,500(C)	\$84,500

(A)	$12\% \times \$200,000$ Year-To-Date Sales =	\$24,000
(B)	$12\% \times \$375,000$ Year-To-Date Sales =	\$45,000
	Less: Percentage Rent previously paid year-to-date	<u>(\$24,000)</u> \$21,000
(C)	$12\% \times$ first \$500,000 of Year-To-Date Sales =	\$60,000
	$14\% \times$ next \$175,000 of Year -To-Date Sales =	\$24,500
	Less: Percentage Rent previously paid year-to-date	<u>(\$45,000)</u> \$39,500

(Sub)Exhibit "H".

*Form Of Letter Of Credit.*  
(Date)

(Date)

City of Chicago  
c/o Commissioner of Aviation  
20 North Clark Street  
30th Floor  
Chicago, Illinois 60602

Gentlemen:

We hereby issue Irrevocable Stand-By Letter of Credit No. \_\_\_\_\_ in your favor for the account of Chicago Aviation Partners \_\_\_\_\_ up to an aggregate amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Funds under this Credit are available to you unconditionally against your sight drafts for any sum or sums not exceeding a total of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) drawn on us mentioning our credit No. \_\_\_\_\_ purportedly signed by the Commissioner of Aviation or the City Comptroller of the City of Chicago (whether acting or actual).

Our obligations hereunder are primary obligations to the City and shall not be affected by the performance or non-performance by Chicago Aviation Partners under any agreement with the City or by any bankruptcy or other insolvency proceeding initiated by or against Chicago Aviation Partners. Chicago Aviation Partners is not the owner of or beneficiary under this Credit and possesses no interest whatsoever in this Credit or proceeds of same. We engage with you that any draws under this Credit shall be duly honored on sight if presented to us on or before \_\_\_\_\_.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits ((1993) Revision), International Chamber of Commerce publication No. 400 (I.U.C.P.) and to the Uniform Commercial Code -- Letters of Credit, Ill, Rev. Stat. Ch. 26, Sec. 5-101 et seq. (1989) as amended, as in effect in the State of Illinois (U.C.C.). To the extent the provisions of the I.U.C.P. and the U.C.C. conflict, the provisions of the U.C.C. shall control.

(Authorized Signature)

*(Sub)Exhibit "I".*

*Contractors Certification.*

Specification: \_\_\_\_\_

*Certification.*

The undersigned Duty Free International, Inc. and McDonalds Corporation,  
(Name)

as General Partners and on behalf of Chicago Aviation Partners  
(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 entity<sup>1</sup> 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 entity<sup>1</sup>, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity<sup>1</sup> 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-rigging<sup>3</sup> 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-rigging<sup>3</sup> 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-rotating<sup>4</sup> 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-rotating<sup>4</sup>.**

**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 entity<sup>1</sup>, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity<sup>1</sup> having engaged in or been convicted of: (a) any of the conduct described in Section IA (1) or (2) of this certification, (b) bid-rigging<sup>3</sup>, bid-rotating<sup>4</sup>, 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 entity<sup>1</sup> or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity<sup>1</sup> 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-rigging<sup>3</sup>, bid-rotating<sup>4</sup> 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.M.N./B.S.O.

- 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 <sup>5</sup>.

Initials: \_\_\_\_\_

\_\_\_\_\_

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

*Section IV.**Punishment.*

A Contractor who makes a false statement, material to Section IB of this certification commits a Class 3 felony, Ill. Rev. Stat., 1989, Ch. 38, 33E-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action, Ill. Rev. Stat., Ch. 24, 11-42.1-1.

*Section V.**Incorporation Into Contract.*

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

Chicago Aviation Partners

Name of Contractor

Duty Free International, Inc.

McDonald's Corporation

By: (Signed) Brad S. O'Halloran  
(Signature)

By: (Signed) Thomas M. Nolan, Jr.  
Signature of Authorized  
Officer

Partner  
(Title)

Partner  
Title (Print or Type)

State of Illinois

County of Cook

Signed and sworn to before me this 25th day of March, 1993  
by Brad O'Halloran and Thomas Nolan (Name) as reps of the  
general partners (Title) of Chicago Aviation Partners (Contractor).

(Signed) Karen Orre  
Notary Public Signature

Official Seal

Karen Orre  
Notary Public, State of Illinois  
My commission expires September 25, 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 2-29-320 of the City of Chicago Municipal Code using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the

commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. Ill. Rev. Stat., 1989, Ch. 38, §33E-3.

4. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Ill. Rev. Stat., 1989, Ch. 38, §33E-4.

5. Chapter 24, §11-42.1-1 of the Illinois Revised Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

- (1) the contract is for goods or services vital to the public health, safety, or welfare; and
- (2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

*(Sub)Exhibit "J".*

*Disclosure Of Ownership Interests.*

Pursuant to Chapter 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder or selected proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "none". Note: The person preparing Sections I, II, III, IV or V of this statement must sign the bottom of Page 3 before a Notary Public.

Bidder/Proposer Name: Chicago Aviation Partners  
c/o Duty Free International, Inc.

Bidder/Proposer Address 12560 Holiday Drive,  
Chicago, Illinois 60658

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 \_\_\_\_\_

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

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)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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
<u>Duty Free International, Inc.</u>	75 %
<u>McDonald's Corporation</u>	25 %
_____	_____ %



_____	_____ %
_____	_____ %
_____	_____ %

*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.

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*Section V.*

*Not-For-Profit Corporations.*

a. Incorporated in the State of \_\_\_\_\_

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all Officers of corporation (List Names and Titles or Attach List):

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

Name  
(Print or Type)

Title  
(Print or Type)

Name  
(Print or Type)

Title  
(Print or Type)

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Note: Pursuant to Chapter 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, the Corporation Counsel of the City of Chicago may require any such additional information from any entity to achieve full disclosure relevant to the contract. Pursuant to Chapter 2-92-010, 2-92-020 of the Municipal Code of the City of Chicago, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

State of \_\_\_\_\_ )  
 ) SS:  
 County of \_\_\_\_\_ )

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

Duty Free International, Inc.

McDonald's Corporation

By: (Signed) Brad S. O'Halloran  
 (Signature)

By: (Signed) Thomas M. Nolan, Jr.  
 (Signature of Person  
 Making Statement)

Brad S. O'Halloran  
 (Name)

Thomas M. Nolan, Jr.  
 Name of Person Making Statement (Print or  
 Type)

Partner  
 (Title)

Partner  
 (Title)

Subscribed to before me, this 25th day of March A.D., 1993.

(Signed) Karen Orre  
(Notary Public Signature)

[Official Seal]

Karen Orre  
Notary Public, State of Illinois  
My commission expires September 25, 1994.

*(Sub)Exhibit "K".*

*Anti-Apartheid Affidavit.*

(Non-Bid, Non-Professional Service Contract)

Specification No. \_\_\_\_\_

Contract No. \_\_\_\_\_

*Purpose Of Affidavit.*

Each Contractor with whom the City enters into a contract, without competitive bidding and for a purpose other than 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.



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

Duty Free International, Inc.

By: (Signed) Brad S. O'Halloran  
Signature of Owner or Authorized Officer

Brad S. O'Halloran  
Name (Type of Print)

McDonald's Corporation

By: (Signed) Thomas M. Nolan, Jr.

Thomas M. Nolan, Jr.  
Name (Type of Print)

State of Illinois

County of Cook

Subscribed and sworn to before me this 25th day of March, 1993.

(Signed) Karen Orre  
Notary Public Signature

Official Seal

Karen Orre  
Notary Public, State of Illinois  
My commission expires September 25, 1994.

*(Sub)Exhibit "L".*

*Prevailing Wage Rates.*

General Wage Decision No. IL91-9.

Supersedes General Wage Decision No. IL90-9.

State: Illinois

County(ies): Cook

Construction Type: Building, Residential, Heavy and Highway

Construction Description: Building, Residential, Heavy and  
Highway Projects

Modification Record:

No.	Publication Date	Page No.(s)*
1	June 21, 1991	31477 -- 31491
2	July 5, 1991	31477 -- 31479
3	August 23, 1991	31477 -- 31482
4	December 27, 1991	31480 -- 31485
5	February 7, 1992	31480 -- 31485
6	March 6, 1992	31477 -- 31479
7	March 27, 1992	31480 -- 31482

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\* Page numbers listed correspond with Council Journal of Proceedings of April 22, 1993.

**Modification Record:**

<b>No.</b>	<b>Publication Date</b>	<b>Page No.(s)*</b>
8	May 22, 1992	31477 -- 31479
9	June 19, 1992	31480 -- 31482
10	June 26, 1992	31480 -- 31482
11	July 6, 1992	31483 -- 31491
12	July 17, 1992	31477 -- 31487
13	July 31, 1992	31477 -- 31482
14	August 14, 1992	31480 -- 31482

	<b>Basic Hourly Rates</b>	<b>Fringe Benefits</b>
<b>Asbestos Workers</b>	21.50	7.38
<b>Hazardous Material Handlers (includes preparing, wetting, stripping, removing, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)</b>	9.20	4.41
<b>Boilermakers</b>	23.55	6.41 + 5%
<b>Bricklayers:</b>		
<b>Bricklayers, Stone Masons</b>	22.03	4.26

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\* Page numbers listed correspond with Council Journal of Proceedings of April 22, 1993.



	Basic Hourly Rates	Fringe Benefits
Caulkers, Cleansers and Pointers	21.10	4.30
Carpenters:		
Carpenters, Lathers, Millwrights, Piledrivermen and Soft Floor Layers	21.65	4.68
Residential Carpenters (excluding structures with elevators and structures over three and one-half stories)	21.15	4.68
Cement Masons	20.75	5.38
Electricians	21.65	7.07
Elevator Constructors:		
Mechanics	22.59	5.22 + a + b
Helpers	15.81	5.22 + a + b
Probationary Helpers	11.295	
Glaziers	21.75	5.86
Ironworkers:		
Structural and Reinforcing	20.59	10.69
Ornamental	21.61	7.39
Riggers and Machine Movers	16.70	11.17
Fence Erectors	21.65	7.22

	Basic Hourly Rates	Fringe Benefits
Metal Fence Erectors	16.44	5.79
Sheeter	20.84	10.69
Master Rigger	18.45	11.17
<b>Laborers (Wrecking):</b>		
<b>Total demolition or dismantling of buildings and all structures in their entirety:</b>		
Total Demolition Laborers	12.45	3.62
Burners, Wallmen, Power Tool and Equipment Operators	12.95	3.62
<b>Wrecking (Demolition) Interior or Strip Out Work -- Building is only partially wrecked and parts torn down for the purpose of building additions, alterations, remodeling or repairing:</b>		
Interior Laborers	18.75	3.62
<b>Laborers (Building and Residential)</b>		
Group 1	18.75	3.62
Group 2	18.825	3.62
Group 3	18.85	3.62
Group 4	18.90	3.62
Group 5	18.95	3.62
Group 6	18.975	3.62

	Basic Hourly Rates	Fringe Benefits
Group 7	19.075	3.62
Group 8	19.10	3.62
Group 9	19.20	3.62
Group 10	19.325	3.62
Group 11	19.75	3.62

**Laborers (Heaving and Highway)**

Group 1	18.75	3.62
Group 2	18.825	3.62
Group 3	18.90	3.62
Group 4	19.025	3.62
Group 5	19.75	3.62

**Laborers (Sewer and Tunnel)**

Group 1	18.75	3.62
Group 2	18.875	3.62
Group 3	18.975	3.62
Group 4	19.10	3.62

	Basic Hourly Rates	Fringe Benefits
Group 5	19.75	3.62
Line Construction:		
Lineman, Equipment Operator	21.40	29%
Groundman	16.40	29%
Marble Setters	21.68	4.05
Marble Setter Finishers	17.38	3.25
Painters:		
Brush, Decorator and Paperhanger	21.20	4.33
Taper	21.20	4.35
Pipefitters; Steamfitters	23.80	4.97
Plasterers	21.65	4.35
Plumbers:		
Plumbers	23.52	6.66

	Basic Hourly Rates	Fringe Benefits
<b>*Power Equipment Operators:</b>		
<b>Building and Residential Construction</b>		
Group 1	24.60 + c	6.85
Group 2	23.20 + c	6.85
Group 3	21.65 + c	6.85
Group 4	19.90 + c	6.85
<b>Sewer, Heavy and Highway Construction</b>		
Group 1	22.90	6.72 + c
Group 2	22.35	6.72 + c
Group 3	21.20	6.72 + c
Group 4	19.80	6.72 + c
Group 5	18.60	6.72 + c
<b>*Roofers</b>	22.18	3.52
<b>Sheet Metal Workers:</b>		

	Basic Hourly Rates	Fringe Benefits
Commercial Building (excluding residential aluminum gutter work)	23.15	5.23
Residential Aluminum Gutter	9.85	5.23
Sprinkler Fitters	22.00	5.80
Terrazzo Workers	20.30	3.65
Terrazzo Worker Finishers	16.98	3.34
Terrazzo Base Machine	15.38	3.34
Tile Setter	20.00	4.03
Tile Setter Finisher	17.50	2.95
 Traffic Safety Workers:		
Encompasses the installation and servicing of traffic safety devices during periods of highway construction, including such work as the set-up and maintenance of barricades, drums, cones, delineators, signs, and other such items, as well as the layout and application of temporary tape used to control traffic in construction zones.	12.79	1.10

	Basic Hourly Rates	Fringe Benefits
<b>Truck Drivers:</b>		
<b>Building and Residential</b>		
2 -- 3 Axles	18.925	d, e, f
4 Axles	19.175	d, e, f
5 Axles	19.375	d, e, f
6 Axles	19.575	d, e, f
<b>Heavy and Highway</b>		
2 -- 3 Axles	18.05	3.70 e, f
4 Axles	18.30	3.70 e, f
5 Axles	18.50	3.70 e, f
6 Axles	18.70	3.70 e, f

**Welders -- Receive rate for craft to which welding is incidental.**

**Laborers Classifications (Building and Residential):**

**Group 1 -- Construction; Plasterers' Tenders; Pumps for Dewatering and other Unclassified Laborers.**

**Group 2 -- Cement Gun.**

- Group 3 -- Chimney over 40 feet; Scaffold.
- Group 4 -- Cement Gun Nozzle (Gunitite).
- Group 5 -- Stone Derrickmen and Handlers.
- Group 6 -- Jackhammermen; and Power Driven Concrete Saws and Other Power Equipment.
- Group 7 -- Fireback and Boiler Setters.
- Group 8 -- Chimney on Fire Brick; Caisson Diggers; and Well Point System Men.
- Group 9 -- Boiler Setter Plastic.
- Group 10 -- Jackhammermen on Fire Brick.
- Group 11 -- Dosimeter (any device) monitoring Nuclear Exposure, Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers and Lead Base Paint Abatement and Removal Laborers.

**Laborers Classifications (Heavy and Highway):**

- Group 1 -- Construction; Tenders; Material Expeditor (asphalt plant); Street Paving, Grade Separation, Sidewalk, Curb and Gutter, Strippers and all laborers not otherwise mentioned.
- Group 2 -- Asphalt Tampers and Smoothers; Cement Gun.
- Group 3 -- Cement Gun Nozzle (laborers) Gunitite.
- Group 4 -- Rakers and Lutemen; Machine-Screwmen; Kettleman; Mixermen; Drum-Men; Jackhammermen (asphalt); Paintmen; Mitre Box Spreaders; Laborers on Birch; Overman and Similar Spreader Equipment; Laborers on Apsco; Laborers on Air Compressors; Paving Form Setters; Jackhammermen (concrete); Power Driven Concrete Saws; other power equipment.



**\*Group 5 -- Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers; Dosimeter (any service) monitoring Nuclear Exposure and Lead Base Paint Abatement and Removal Laborers.**

**\*Laborers Classifications (Sewer and Tunnel):**

**Group 1 -- Top laborers; Signalmen and all laborers not otherwise mentioned.**

**Group 2 -- Concrete laborers; Steel Setters.**

**Group 3 -- Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.**

**Group 4 -- Air Trac Drill Operations; Bottom Men; Bracers-bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen.**

**\*Group 5 -- Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers; Dosimeter (any device) monitoring Nuclear Exposure and Lead Base Paint Abatement Removal Laborers.**

**Power Equipment Operators:**

### Building And Residential Construction.

Group 1 -- Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver, over 27E cubic feet; Concrete Paver, 27E cubic feet and under; Concrete Placer; Concrete Pump (truck mounted); Concrete Tower; Cranes; Cranes, Hammerhead; Crater Crane; Crusher, stone, et cetera; Derricks; Derricks, Traveling; Formless Curb and Gutter Machine; Grade, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2½ yards and over; Hoists, Elevators, Outside Type Rack and Pinion and Similar Machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Locomotive; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Crates Dual Ram; Pump Crates; Squeeze Crates -- Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill (truck mounted); Roto Mill Grinder (36 inches and over); Roto Mill Grinder (less than 36 inches); Scoops-Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with boom, and side boom; and Trenching Machines.

Group 2 -- Bobcat (over 3/4 cubic yard); Boiler; Brick Forklift; Broom, power propelled; Bulldozers; Concrete Mixer (two bags and over); Conveyor, portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders, under 2½ yards; Hoists, Automatic; Hoists, Inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (receives an additional \$.50 per hour); and Winch Trucks with "A" Frame.

Group 3 -- Air Compressor -- small 150 and under (1 to 5 not to exceed a total of 300 feet); Air Compressor -- large over 150; Combination-Small Equipment Operator; Generator -- small 50 kilowatts and under; Generator -- large over 50 kilowatts; Heaters, Mechanical; Hoists, Inside Elevators (rheostat manual controlled); Hydraulic Power Units (pile driving and extracting); Pumps over 3 inches (1 to 3 not to exceed a total of 300 feet); Pumps, Well Points; Welding Machines (2 through 5; Winches; 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cubic yard) and Brick Forklift.

Group 4 -- Oilers; Hoists; Inside Elevators (pushbutton with automatic doors).

#### Sewer, Heavy And Highway Construction.

Group 1 -- Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Spreader; Autograder; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front End-Loader Machine (1 cubic yard backhoe bucket or over or with attachment); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cubic feet; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Crater Crane; Crusher, Stone, et cetera; Derricks; Derrick Boats; Derricks, Traveling; Dredges; Field Mechanic -- Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Locomotive; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Crates

Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill -- Truck Mounted; Roto Mill Grinder (36 inches and over); Roto Mill Grinder (less than 36 inches); Slip-Form Paver; Soil Test Drill Rig (truck mounted); Straddle Buggies; Hydraulic Telescoping form (tunnel); Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attach pusher; Tractor with Boom; Tractaire with attachment; Trenching Machine; Truck Mounted Concrete Pump with boom; Underground Boring and/or Mining Machines under 5 feet; Wheel Excavator; and Widener (Apsco); Raised or Lind Hole Drill.

Group 2 -- Batch Plant; Bituminous Mixer; Bobcats (over 3/4 cubic yard); Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cubic yard backhoe bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 series to and including 27 cubic feet; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine -- Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist -- Sewer Dragging Machine; Hydraulic Boom Trucks (all attachments); Locomotives, Dinkey; Pump Crates: Squeeze Crates -- Screw Type Pumps Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, et cetera, Self-propelled; Scoops -- Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone, et cetera; Scraper; Scraper -- Prime Mover in tandem (add \$1.00 to Class 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, et cetera; and Tug Boats.

Group 3 -- Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (two bag and over); Conveyor, portable; Farm-type Tractors used for mowing, seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, automatic; Hoists, all Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete, power driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Truck with "A" Frame; Work Boats; and Tamper-Form-Motor Driven.

Group 4 -- Air Compressor -- small 170 and under (1 to 5 not to exceed a total of 300 feet); Air Compressor -- large over 170; Asphalt Spreader Backend Man; Combination -- Small Equipment Operator; Generators -- small 50 kilowatts and under; Generators -- large over 50 kilowatts; Heaters, mechanical; Hydraulic Power Unit (pile driving or extracting); Light Plants (1 through 5); Pumps, over 3 inches (1 to 3 not to exceed a total of 300 feet); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; and Bobcats (up to and including 3/4 cubic yard); Hydraulic Power Unit.

Group 5 -- Oilers.

Paid Holidays: (Where Applicable)

A -- New Year's Day

E -- Thanksgiving Day

B -- Memorial Day

F -- Day after Thanksgiving

C -- Independence Day

G -- Christmas Day

D -- Labor Day

## Footnotes:

- a. Paid holidays: A through G;
- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employees who have more than five years of service and 6% for those with less than five years of service;
- c. Employees who are required to wear a dosimeter radiation detection device will have an additional 50¢ per hour added to their hourly rate of pay;
- \*d. \$161.00 per week;
- e. Paid holidays: A, B, C, D, E, G and Decoration Day;
- f. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years -- 2 weeks paid vacation; 10 years -- 3 weeks paid vacation; 20 years -- 4 weeks paid vacation.
- g. Paid holidays: A, B, C, D, E, G;
- h. 1 year's service -- 1 week paid vacation; 3 or more years service -- 2 weeks paid vacation,

unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 C.F.R., 5.5 (a)(1)(ii).

Exhibit "A".  
(Page 1 of 15)

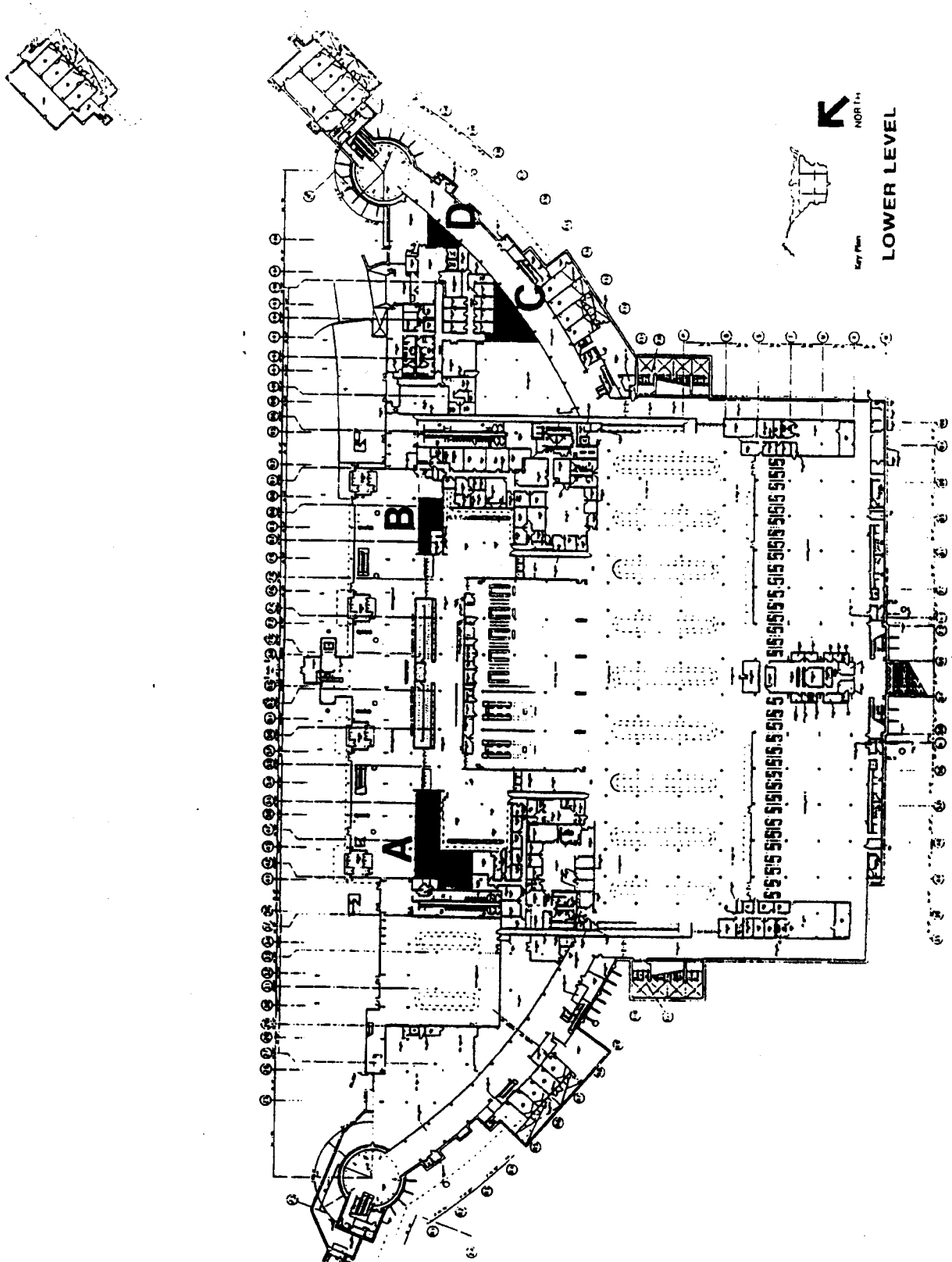
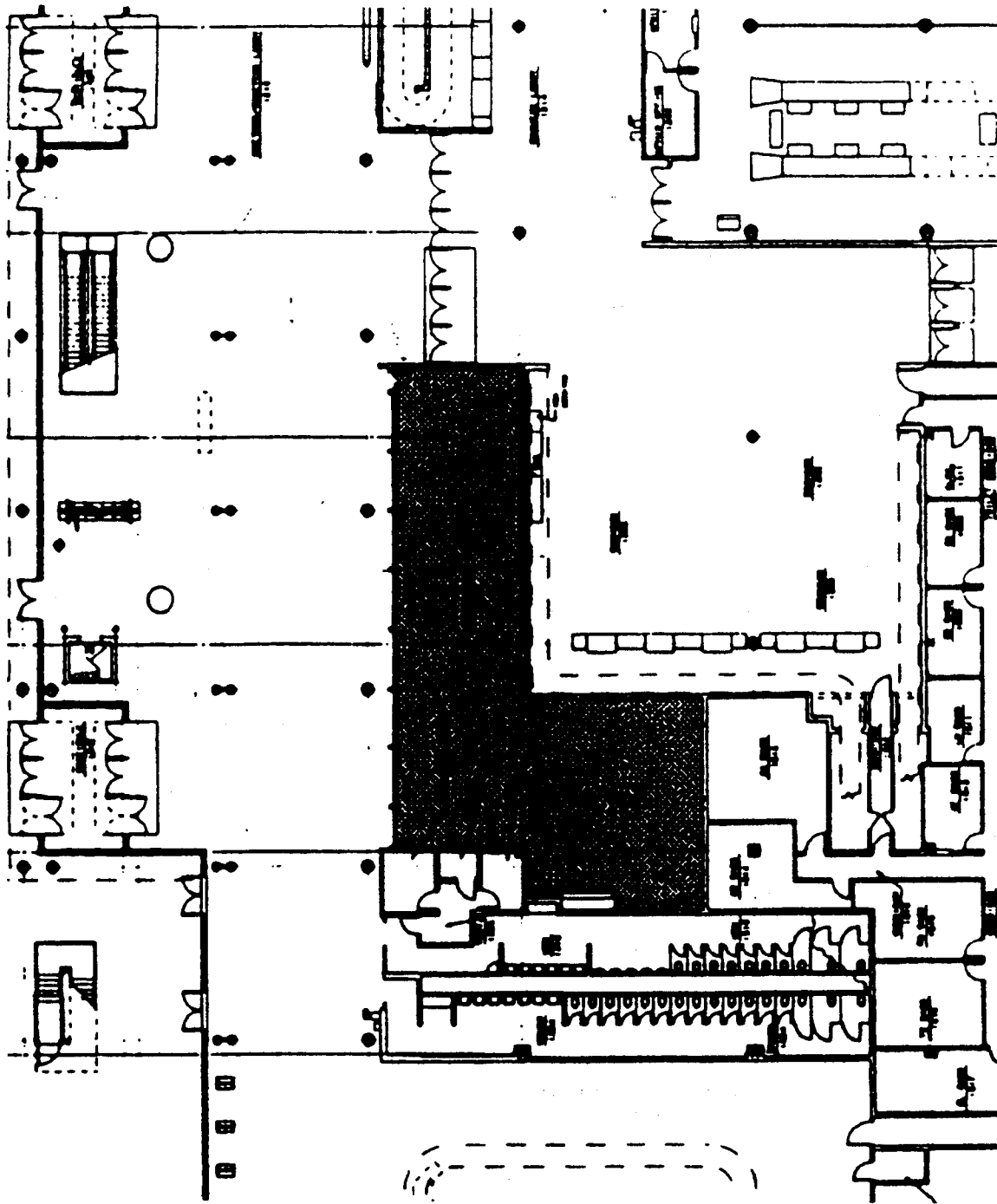


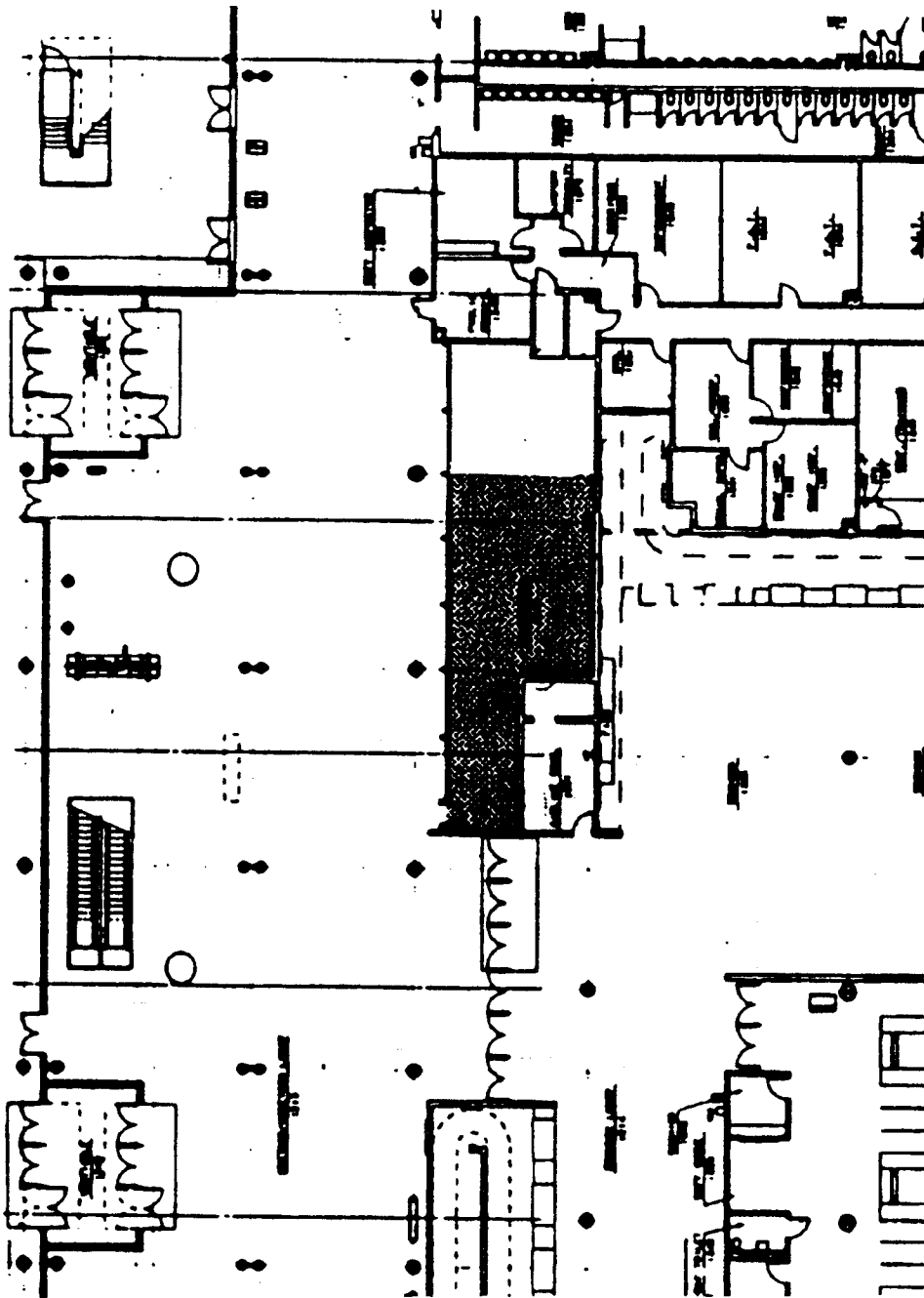
Exhibit "A".  
(Page 2 of 15)



LOWER LEVEL  
DETAIL A

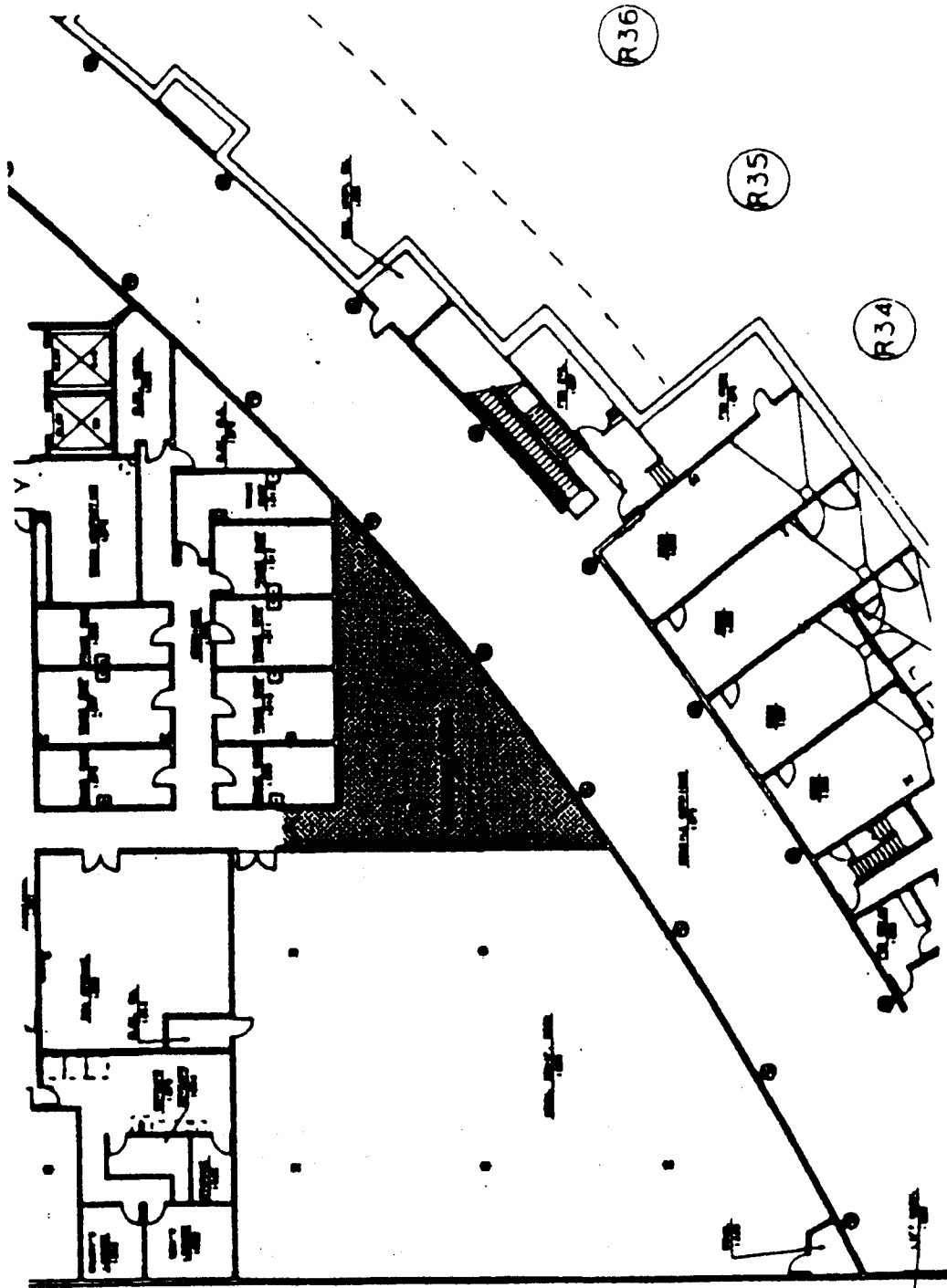


*Exhibit "A".*  
(Page 3 of 15)



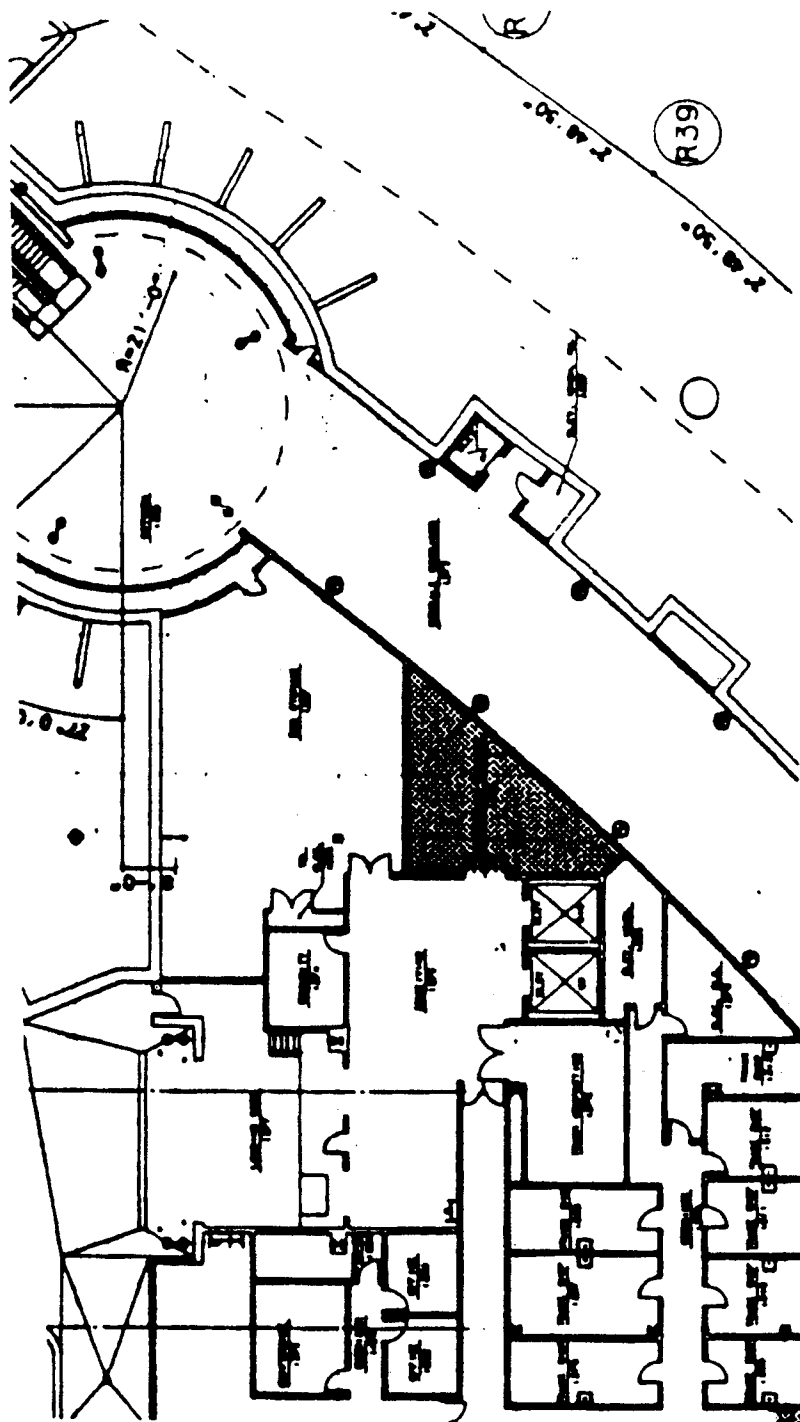
**LOWER LEVEL**  
**DETAIL B**

*Exhibit "A".*  
(Page 4 of 15)



**LOWER LEVEL  
DETAIL C**

*Exhibit "A".*  
(Page 5 of 15)



**LOWER LEVEL  
DETAIL D**

Exhibit "A".  
(Page 6 of 15)

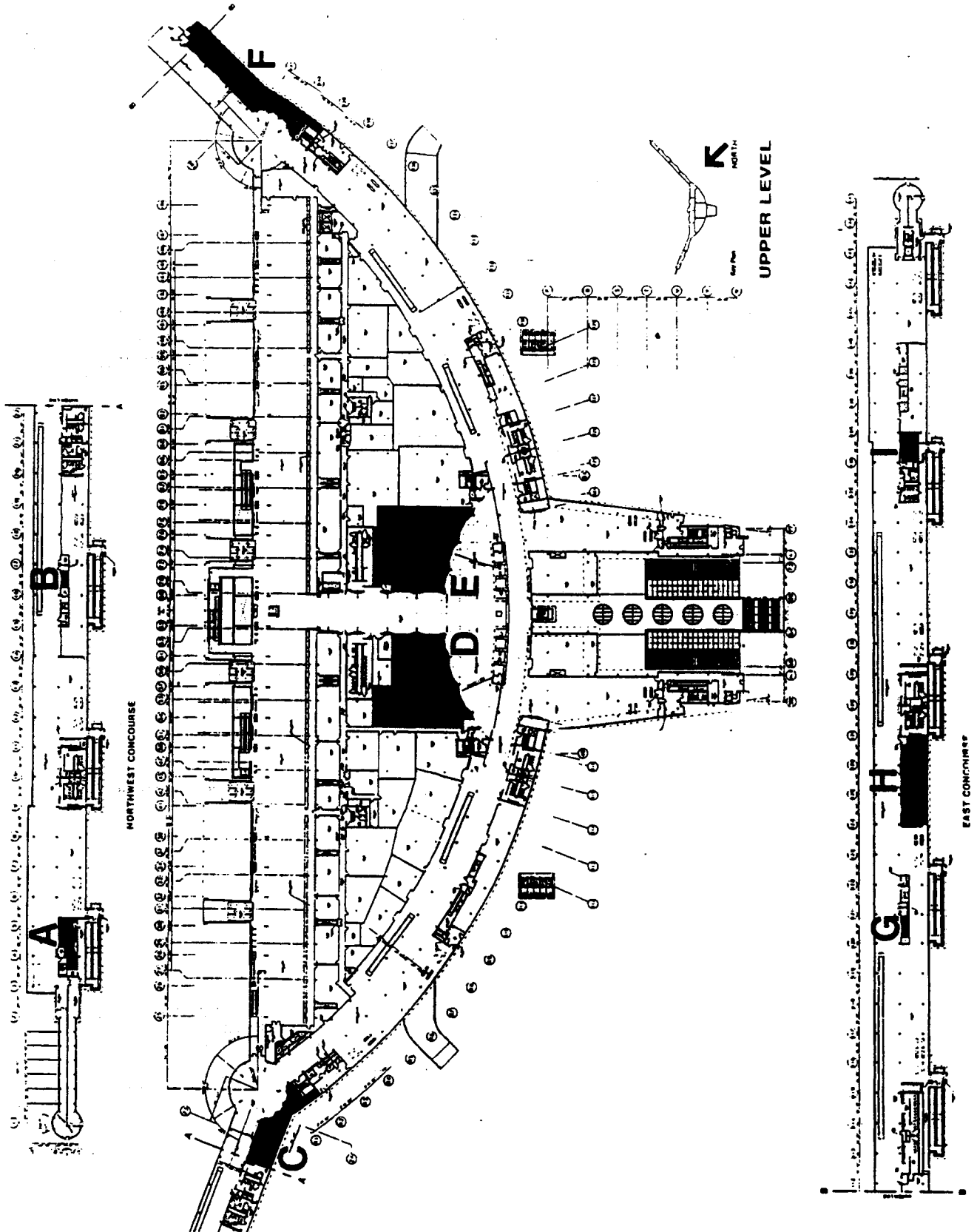
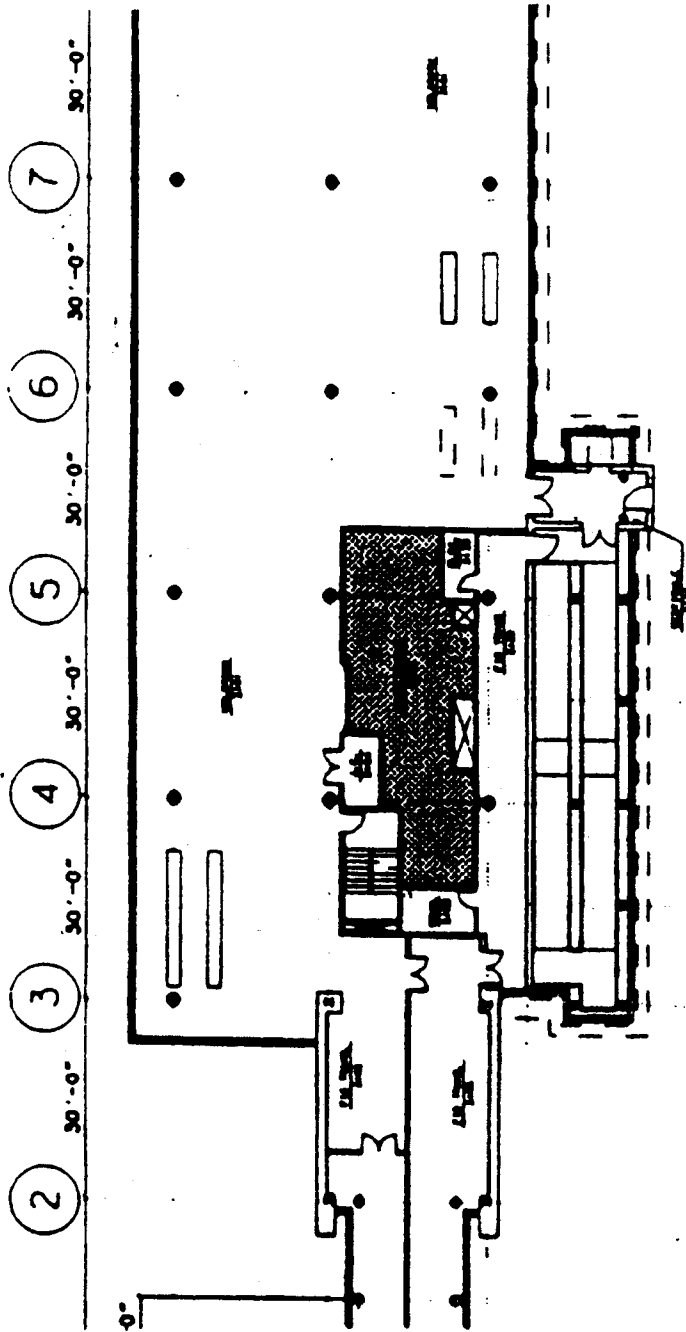
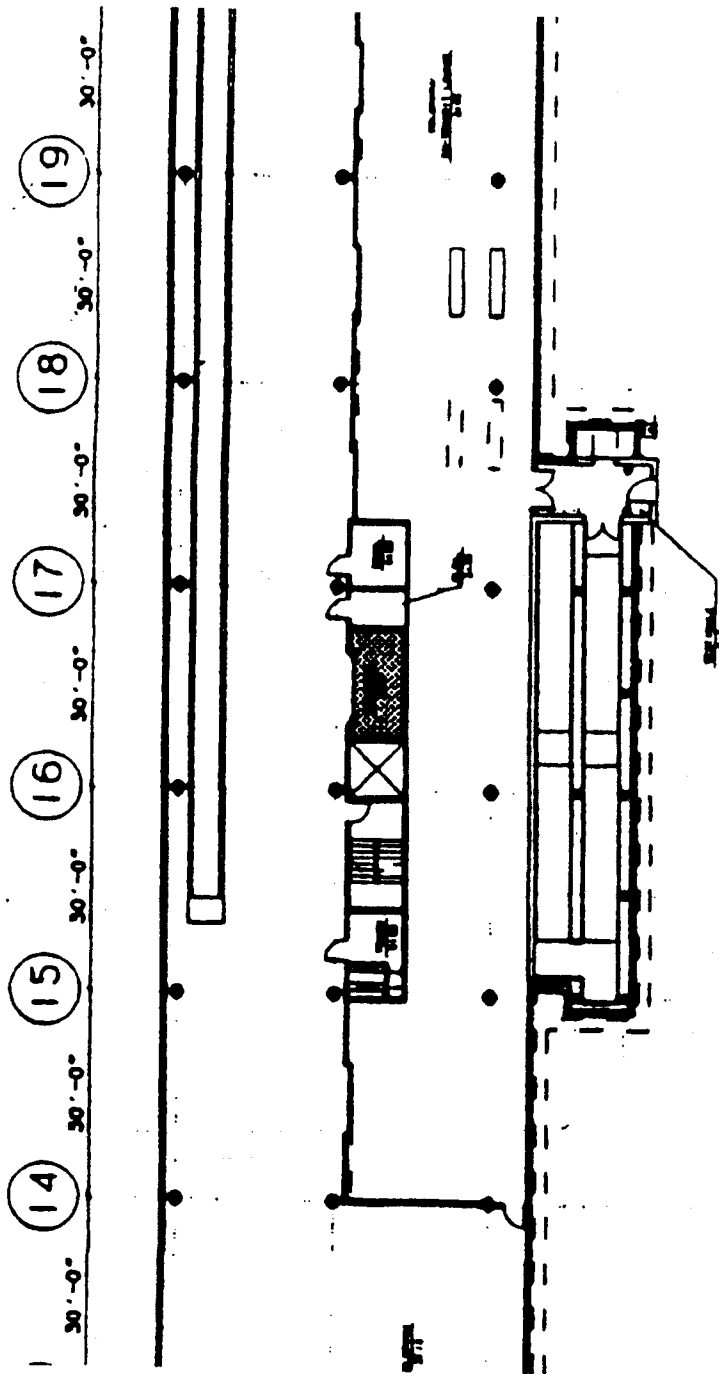


Exhibit "A".  
(Page 7 of 15)



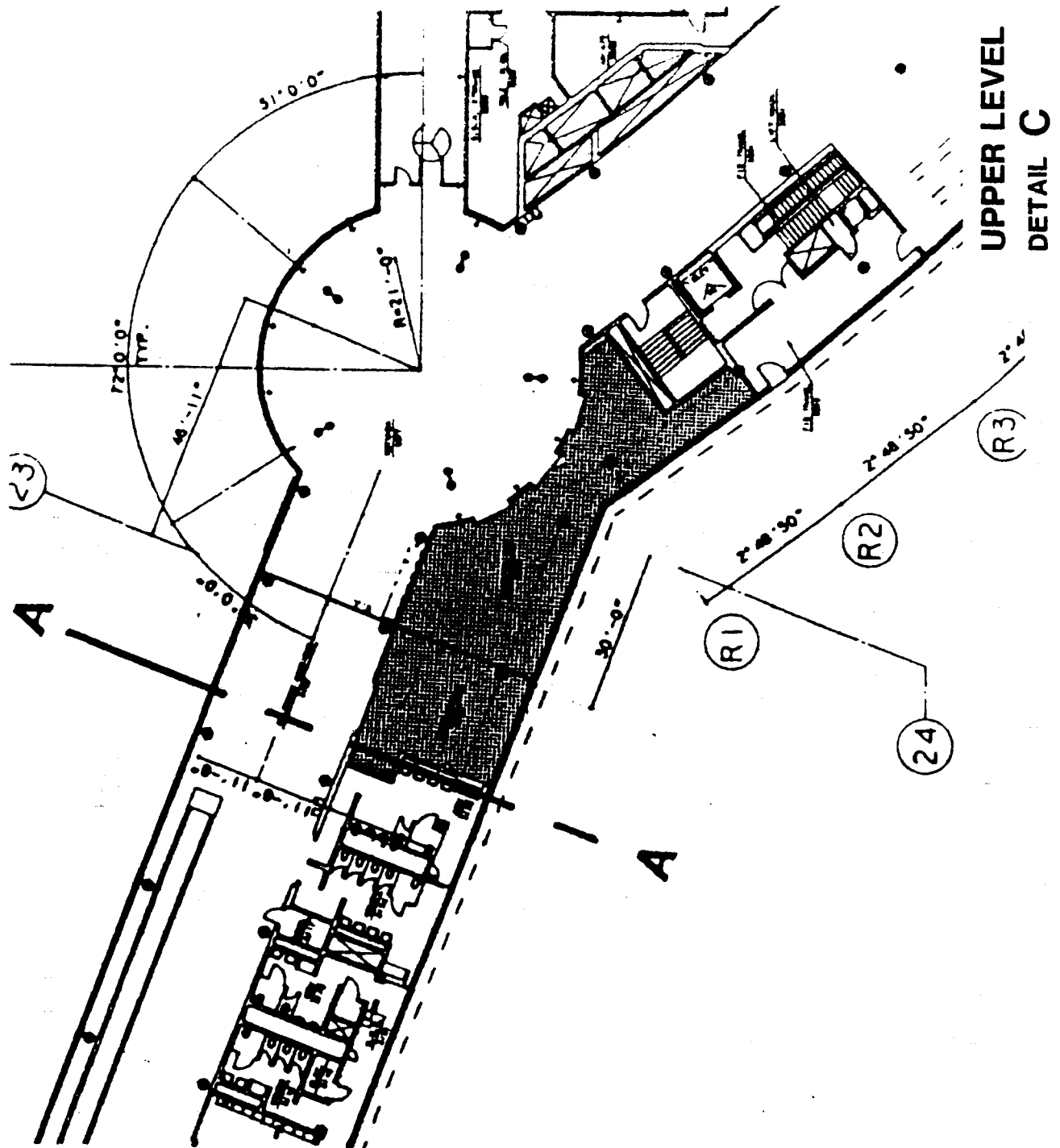
**UPPER LEVEL  
DETAIL A**

Exhibit "A".  
(Page 8 of 15)

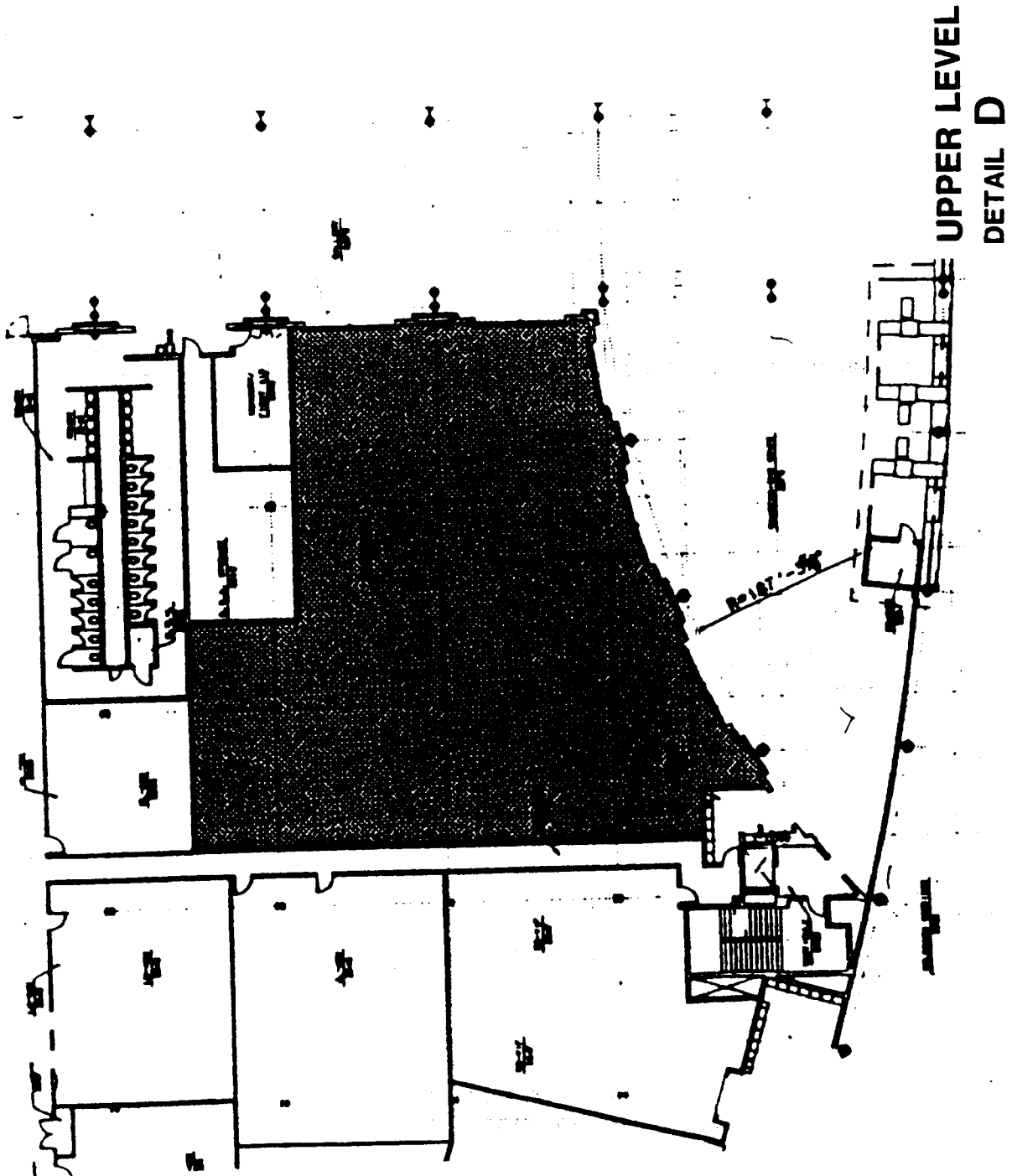


**UPPER LEVEL  
DETAIL B**

Exhibit "A".  
(Page 9 of 15)



*Exhibit "A".*  
(Page 10 of 15)





*Exhibit "A".*  
(Page 11 of 15)

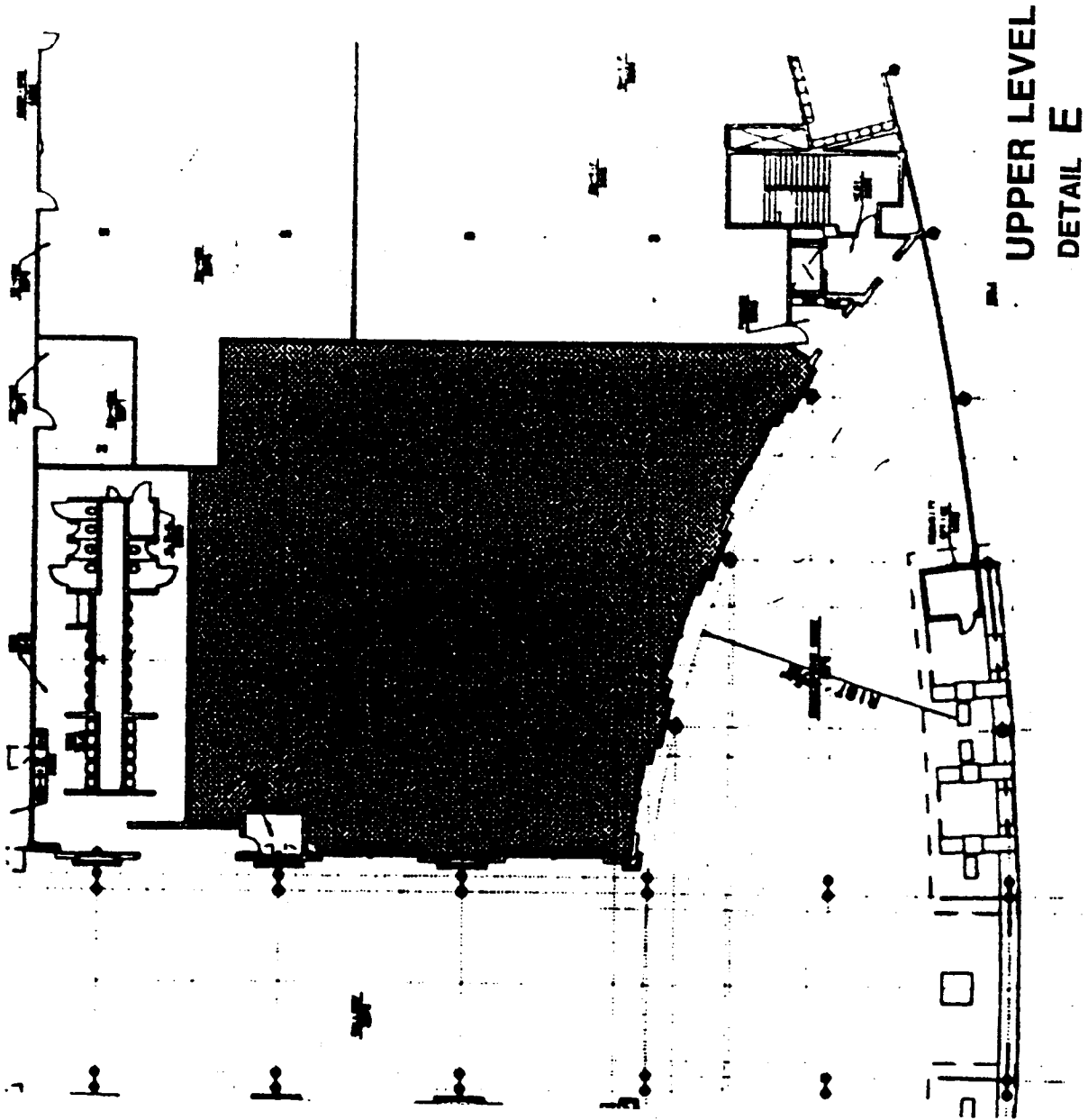


Exhibit "A".  
(Page 12 of 15)

**UPPER LEVEL  
DETAIL F**

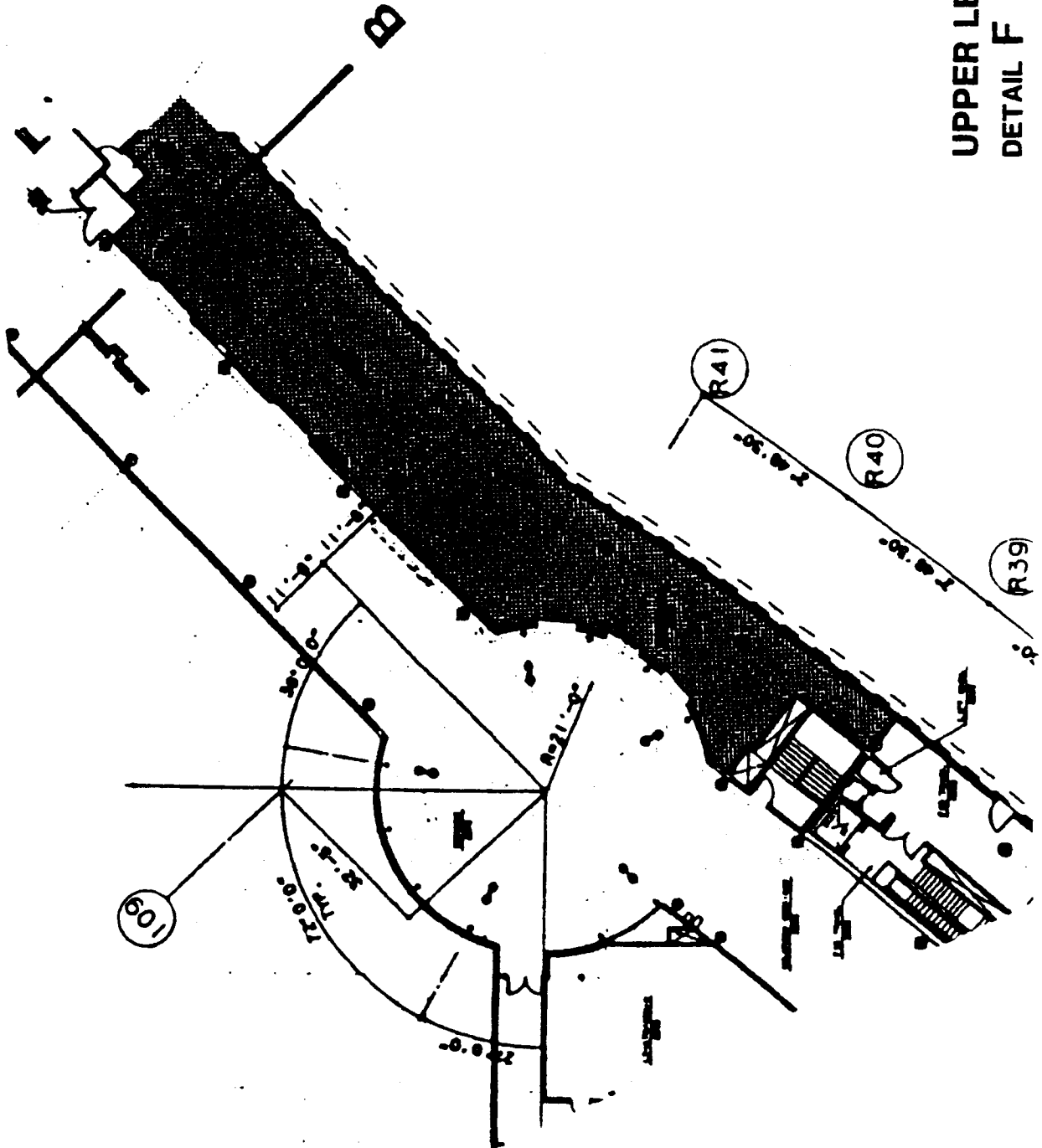
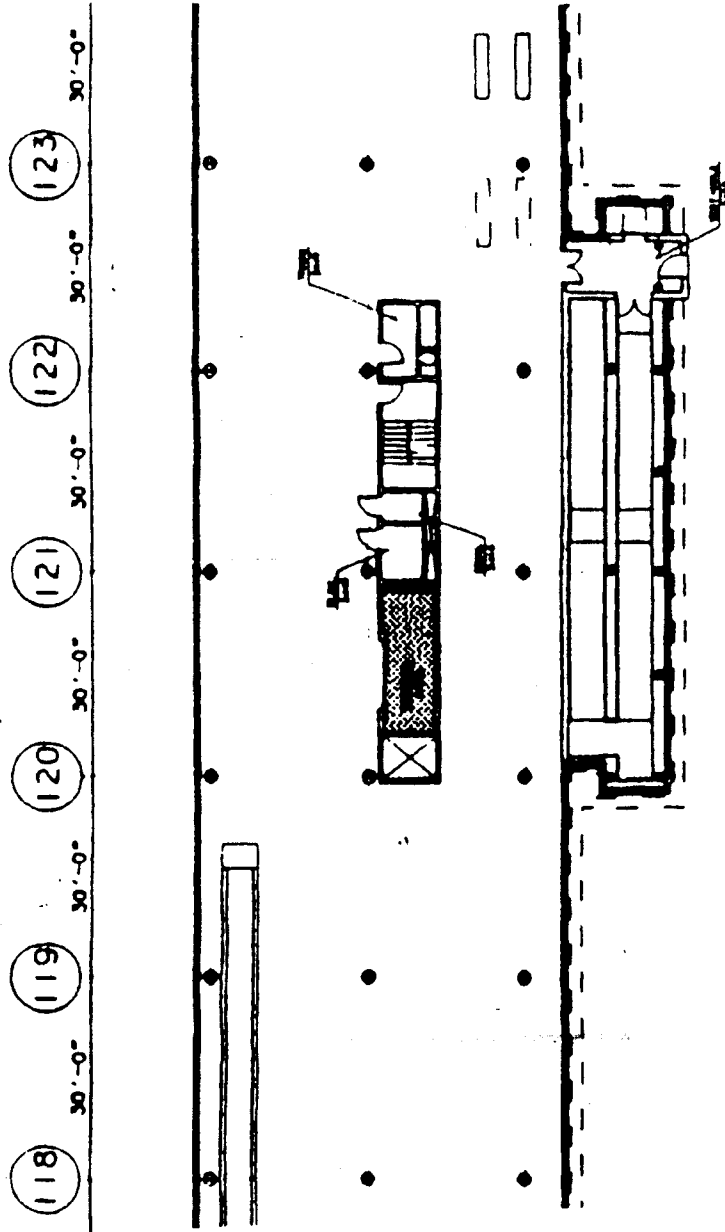
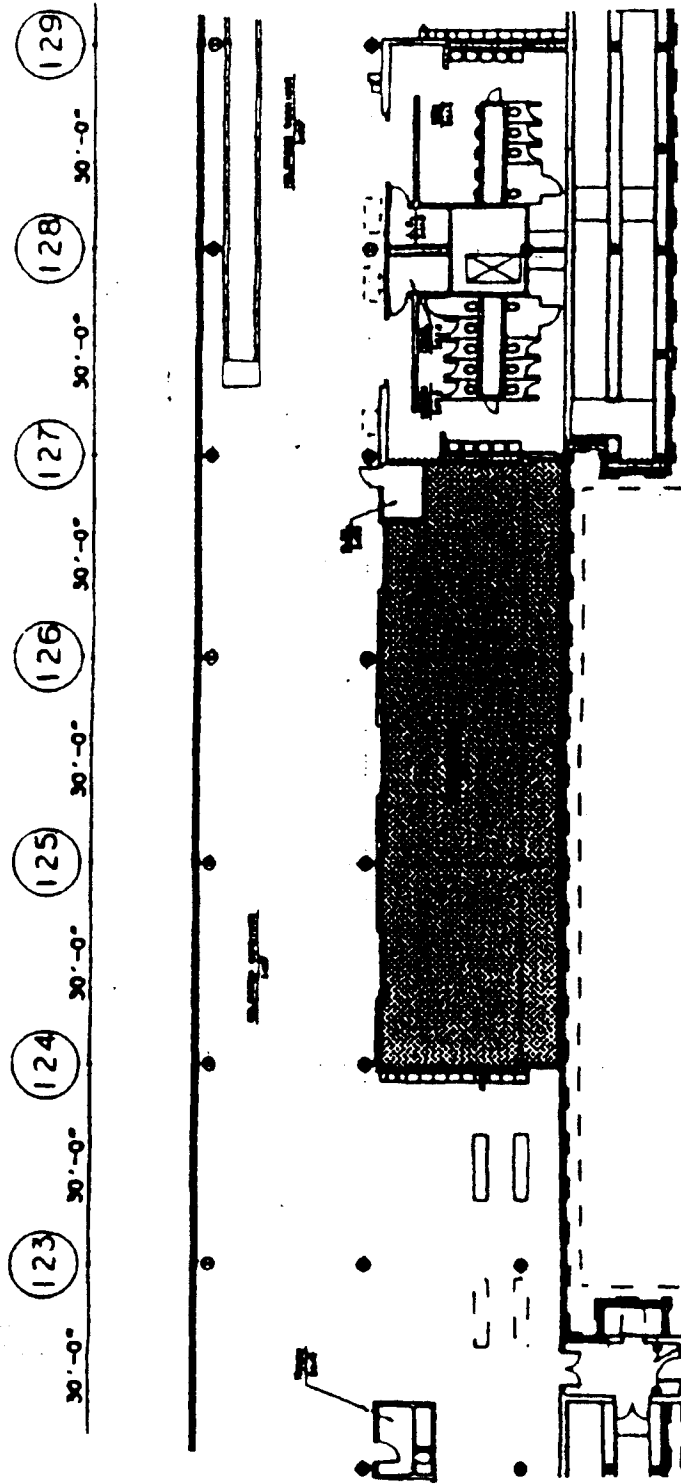


Exhibit "A".  
(Page 13 of 15)



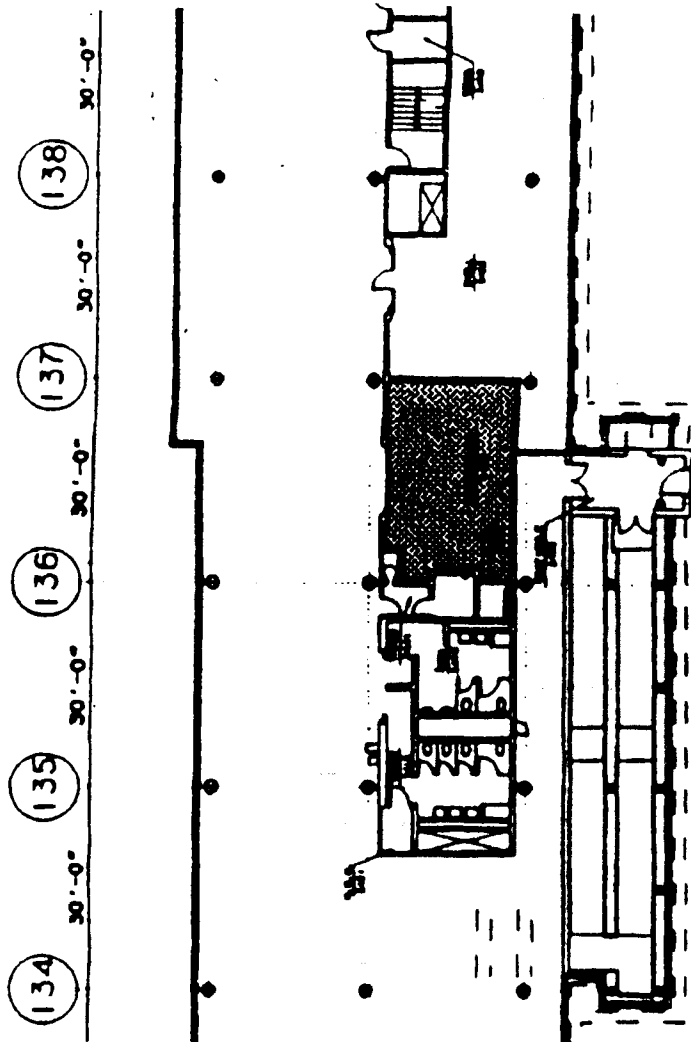
**UPPER LEVEL  
DETAIL G**

Exhibit "A".  
(Page 14 of 15)



**UPPER LEVEL  
DETAIL H**

Exhibit "A".  
(Page 15 of 15)



**UPPER LEVEL  
DETAIL I**

COMMITTEE ON THE BUDGET AND  
GOVERNMENT OPERATIONS.

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APPOINTMENT OF MS. SUSAN S. SHER AS  
CORPORATION COUNSEL.

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

CHICAGO, April 22, 1993.

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

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Susan S. Sher as the Corporation Counsel, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

On motion of Alderman Austin, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Susan S. Sher as Corporation Counsel was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

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AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND  
AMENDMENT TO 1993 ANNUAL APPROPRIATION  
ORDINANCE NECESSARY TO REFLECT  
INCREASE IN AMOUNT OF GRANT  
FUNDS RECEIVED FROM  
FEDERAL AGENCIES.

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

CHICAGO, April 22, 1993.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a Supplemental Appropriation and an Amendment to the 1993 Annual Appropriation Ordinance necessary to reflect an increase in the amount of grant funds received from federal agencies, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said order as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1993 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance the heads of various departments and agencies of the City have applied to agencies of the state and federal governments for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by federal agencies for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; now, therefore,

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

SECTION 1. The sum of \$3,770,000 not previously appropriated, representing additional awards from agencies of the federal government, has become available for appropriation for the year 1993.

SECTION 2. The sum of \$3,770,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1993, and the Annual Appropriation Ordinance for the Year 1993, as amended, is hereby further amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit "A".

SECTION 3. This ordinance shall be in full force and effect 10 days after its passage and approval, notwithstanding any provision of state law or any ordinance to the contrary.

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



*Exhibit "A".**Amendment To The 1993 Appropriation Ordinance.*

## 925 -- Grant Funds

Code	Department And Item	Strike Amount	Add
	Estimate Of Grant Revenue for 1993		
	Awards from Agencies of the Federal Government	\$540,760,384	\$544,530,384

## 925 -- Grant Funds

41	Department Of Health:		
	Ryan White H.I.V. Emergency Relief-CARE Act:		
	-- Title I Supplemental	2,587,000	4,684,000
21	Department Of Housing		
	HOME Program	25,000,000	26,673,000

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AUTHORIZATION FOR INSTALLATION OF WATER MAINS  
AT VARIOUS LOCATIONS.

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

CHICAGO, April 22, 1993.

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

Your Committee on the Budget and Government Operations, having had under consideration fourteen (14) orders (under separate committee reports) authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*Portions Of Bohn Park, South Hale Avenue, West  
111th Street And West 115th Street.*

*Ordered*, That the Commissioner of Water is hereby authorized to install 5,890 feet of 24-inch ductile iron water main in Bohn Park, from South Prospect Avenue to West 111th Street, West 111th Street at South Hale Avenue, South Hale Avenue, from West 111th Street to West 115th Street,

West 115th Street, from South Hale Avenue (east) to South Hale Avenue (west), and South Hale Avenue, from West 115th Street to West 119th Street, at an estimated cost of \$1,500,000.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01376.

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*Portion Of West Armitage Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 262 feet of 8-inch ductile iron water main in West Armitage Avenue, from North Mango Avenue to 250 feet west of the west line thereof, at an estimated cost of \$51,507.45 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01339.

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*Portion Of West Division Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,332 feet of 12-inch ductile iron water main in West Division Street, from North Kedzie Avenue to North Sacramento Avenue, at an estimated cost of \$165,152.03 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01389.

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*Portion Of North Greenview Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,353 feet of 8-inch ductile iron water main in North Greenview Avenue, from West Division Street to West Blackhawk Street, at an estimated cost of \$243,309.34 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01337.

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*Portion Of North Hermitage Avenue.*  
(From West North Avenue To West Bloomingdale Avenue)

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,336 feet of 8-inch ductile iron water main in North Hermitage Avenue, from West North Avenue to West Bloomingdale Avenue, at an estimated cost of \$243,955.76 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01264.

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*Portion Of North Hermitage Avenue.*  
(From West Warren Boulevard To West Lake Street)

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,021 feet of 8-inch ductile iron water main in North Hermitage Avenue, from West Warren Boulevard to West Lake Street, at a total estimated cost of \$173,183.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01377.

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*Portion Of West Iowa Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 749 feet of 8-inch ductile iron water main in West Iowa Street, from North Campbell Avenue to North Rockwell Street, at an estimated cost of \$185,851.06 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01365.

*Portion Of South Paulina Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,566 feet of 8-inch ductile iron water main in South Paulina Street, from West Ogden Avenue to West Washington Boulevard, at an estimated cost of \$250,010.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01372.

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*Portion Of West Roscoe Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,415 feet of 8-inch ductile iron water main in West Roscoe Street, from North Racine Avenue to North Southport Avenue, at a total estimated cost of \$281,412.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01367.

---

*Portion Of North Sacramento Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,348 feet of 8-inch ductile iron water main in North Sacramento Avenue, from West Montrose Avenue to West Berteau Avenue, at a total estimated cost of \$279,930.24 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01379.

*Portion Of South Spaulding Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 724 feet of 8-inch ductile iron water main in South Spaulding Avenue, from West 104th Street to West 105th Street, at a total estimated cost of \$138,859.21 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01380.

---

*Portion Of South Western Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,385 feet of 8-inch ductile iron water main in South Western Avenue, from West 103rd Street to West 105th Street, at a total estimated cost of \$209,470.61 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01366.

---

*Portion Of North Wolcott Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 332 feet of 8-inch ductile iron water main in North Wolcott Avenue, from West Warren Boulevard to West Washington Boulevard, at an estimated cost of \$65,562.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01371.

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*Portion Of East 135th Place.*

*Ordered,* That the Commissioner of Water is hereby authorized to install

532 feet of 8-inch ductile iron water main in East 135th Place, from South Indiana Avenue to South Forest Avenue, at an estimated cost of \$86,046.03 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01323.

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AUTHORIZATION FOR TRANSFER OF YEAR 1993 FUNDS  
WITHIN COMMITTEE ON HOUSING AND  
REAL ESTATE.

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

CHICAGO, April 22, 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 Housing and Real Estate, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The management of its finances 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 City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1993. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1993 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2280	0000	\$25,000.00



TO:

Purpose	Fund	Code Department	Account	Amount
For Contractual Services	100	15-2280	0100	\$25,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council, Committee on Housing and Real Estate during the year 1993.

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

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AUTHORIZATION FOR TRANSFER OF YEAR 1993 FUNDS  
WITHIN COMMITTEE ON PARKS AND  
RECREATION.

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

CHICAGO, April 22, 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 Parks and Recreation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The management of its finances 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 City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1993. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1993 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2215	0000	\$1,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2215	0300	\$1,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations within the City Council, Committee on Parks and Recreation during the year 1993.

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

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**COMMITTEE ON BUILDINGS.**

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**AMENDMENT OF TITLE 13, CHAPTER 12 OF MUNICIPAL  
CODE OF CHICAGO BY ADDITION OF NEW SECTION  
131 ALLOWING CITY TO BOARD UP UNSAFE OR  
UNCOMPLETED BUILDINGS AT OWNER'S  
EXPENSE FOLLOWING TEN  
DAY NOTIFICATION.**

The Committee on Buildings submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Buildings, having had under consideration a communication signed by Alderman Richard F. Mell (referred to your committee on March 26, 1993) transmitting a Code amendment to Chapter 13-12, allowing the city to board up unsafe buildings after ten days

notification to the owner, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD L. STONE,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 13-12 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 13-12-131, and to read as follows:

*13-12-131 City Board Up Provision.*

*If, after ten days subsequent to the giving of the notice as provided in Section 13-12-121, the owner or owners fail to enclose the unsafe or uncompleted building, the city may board up such building at the owner's expense.*

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

DEPARTMENT OF BUILDINGS URGED TO UNDERTAKE  
REINSPECTION PROGRAM AND TO ESTABLISH  
TASK FORCE FOR ENFORCEMENT OF  
SAFETY STANDARDS OF SINGLE-  
ROOM OCCUPANCY BUILDINGS.

The Committee on Buildings submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Buildings, having had under consideration a communication signed by Alderman Ray Suarez (referred to your committee on March 26, 1993) transmitting a resolution establishing a program to reinspect all single-room occupancy buildings, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD L. STONE,  
*Chairman.*

On motion of Alderman Stone, 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, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The City Council of the City of Chicago recognizes that there is a significant and pressing public policy to encourage and promote the type of housing offered by single-room occupancy hotels and apartment buildings; and

WHEREAS, The City Council has found that many of the residents of such single-room occupancy buildings live in the most dire of economic circumstances and that many of these residents would otherwise be homeless and suffering an even more dreadful plight; and

WHEREAS, The City Council remains mindful of the fact that nearly twenty-five percent (25%) of available single-room occupancy housing was lost in the 1980s, resulting in such buildings becoming increasingly rare; and

WHEREAS, Only approximately 200 S.R.O. buildings remain in Cook County to meet the great need for affordable housing; and

WHEREAS, The City Council also recognizes that the single most important need of the residents of such buildings is to be safe, secure, and free from danger; and

WHEREAS, The City Council joins with the citizens of Chicago in expressing its sorrow at the loss of life as a result of the recent fire disaster at the Paxton Hotel; now, therefore,

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

1) the Chicago Department of Buildings immediately undertake a comprehensive and vigorous program to reinspect each and every single-room occupancy building to ensure that each is free from any building violations that might threaten the health, safety, and welfare of the occupants; and

2) the Department further immediately establish a task force to meet with owners and managers of such buildings within 60 days to explore all reasonable measures available to effectuate prompt compliance with all city ordinances; and

3) that the Department, in conjunction with the Commissioner of the Fire Department and the City Fire Prevention Bureau, undertake a joint study to be reported back to the City Council within sixty (60) days outlining the ways and means of implementing a program to ensure safety of residents, including recommendations as to installation of smoke detectors, fire escapes, fire alarms, emergency exits, and sprinkler systems and any other protective devices in single-room occupancy buildings in the City of Chicago, so as to reduce future dangers to the life, health, and welfare of the residents of such buildings.

## COMMITTEE ON COMMITTEES, RULES AND ETHICS.

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AMENDMENT OF TITLE 8, CHAPTER 4, SECTION 52 OF  
MUNICIPAL CODE OF CHICAGO TO EXPAND AND  
EXTEND ANTI-LOITERING PROGRAM  
WITHIN 23RD WARD.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Committees, Rules and Ethics, having held a meeting on Wednesday, April 14, 1993, for the purpose of considering a Code amendment to expand and extend an anti-loitering program in the 23rd Ward, 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 unanimous vote of the members of the committee.

Respectfully submitted,

(Signed) RICHARD F. MELL,  
*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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 8-4-52, paragraph (b) of the Municipal Code of Chicago is hereby amended by inserting therein the language in italics below:

\* \* \* \* \*

8-4-52

(b) The program area shall include only property adjacent to South and West Archer Avenue between West 47th Street and South Harlem Avenue *and the property adjacent to West 63rd Street between South Harlem Avenue and South Austin Avenue* within the 23rd Ward of the City of Chicago.

SECTION 2. That Section 8-4-52, paragraph (f) of the Municipal Code of Chicago is hereby amended by striking therefrom certain language appearing in brackets below, and by inserting in lieu thereof certain language in italics below:

\* \* \* \* \*

8-4-52

(f) This section is repealed January 1, [1993] *1995*.

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



**COMMITTEE ON HOUSING AND REAL ESTATE.**

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**APPROVAL OF AMENDMENT NUMBER 8 TO CENTRAL  
WEST REDEVELOPMENT PLAN.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the approval of Amendment No. 8 to the Central West Development Plan, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

On motion of Alderman 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved a Redevelopment Plan ("Plan") for the Central West Redevelopment Area ("Area"); and

WHEREAS, The Community Development Commission, by Resolution No. 92-CDC-37, adopted December 8, 1992, approved Plan Amendment No. 8 to said Plan, which Amendment is attached hereto; and

WHEREAS, Amendment No. 8 provides for changes in land use for the area generally bounded by West Adams Street; the Chicago Transit Authority right-of-way; West Quincy Street; and South Wood Street from Residential to Institutional in order to facilitate a proposed institutional development; and

WHEREAS, Amendment No. 8 provides for changes in the acquisition parcel map to assign parcel numbers to the area bounded by West Jackson Boulevard, West Adams Street, Ogden Avenue and South Wood Street, and authorize the City of Chicago to acquire land necessary to implement the Plan; and

WHEREAS, The City Council has reviewed Amendment No. 8 and it is the sense of the City Council that the Plan, as amended, is in furtherance of the redevelopment goals of the City in the Area and the City Council desires to evidence its approval of Amendment No. 8; now, therefore,

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

SECTION 1. The foregoing recitals constitute the findings of the City Council and are incorporated herein.

SECTION 2. Amendment No. 8 to the Central West Redevelopment Plan, which is incorporated herein by this reference, is hereby approved.

SECTION 3. This ordinance shall be effective upon its passage.

Plan Amendment Number 8 attached to this ordinance reads as follows:

*Department Of Planning And Development*

*City Of Chicago*

*Amendment No. 8*

*To The*

*Central West Redevelopment Plan.*

The Central West Redevelopment Plan is dated May, 1969, and was approved by the City Council on June 23, 1969, and is subject to the following amendments: Amendment No. 1 dated January, 1975 and approved by the City Council on May 8, 1975; Amendment No. 2 dated September, 1981 and approved by the City Council on October 22, 1981; Amendment No. 3 dated February, 1982 and approved by the City Council on March 19, 1982; Amendment No. 4 dated April, 1982 and approved by the City Council on May 5, 1982; Amendment No. 5 dated March, 1983 and approved by the City Council on August 31, 1983; Amendment No. 6 dated December, 1985 and approved by the City Council on August 28, 1986; and Amendment No. 7 dated August, 1991 and approved by the City Council on October 2, 1991. This Amendment No. 8 to the Central West Redevelopment Plan provides for the plan to be amended as follows:

- 1) Replace the Land Use Plan Map dated August, 1991 with the Land Use Plan Map dated December, 1992. This Land Use Plan Map reflects the following change:

The land use for the area bounded by West Adams Street; the Chicago Transit Authority right-of-way; West Quincy Street; and South Wood Street change from Residential to Institutional.

- 2) Replace the Central West Acquisition Parcel Map (East Section) dated July, 1983, with the Acquisition Parcel Map (East Section) dated December, 1992. The Acquisition Parcel Map reflects the following change:

The land between West Jackson Boulevard, West Adams Street, Ogden Avenue and South Wood Street will be assigned acquisition parcel numbers to allow for acquisition of these parcels by the City of Chicago for redevelopment in accordance with the Central West Redevelopment Plan.

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, April 19, 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 acceptance of bids under the Adjacent Neighbors Land Acquisition Program at the following locations:

4353 South Berkeley Avenue;

5346 South Calumet Avenue;

7004 South East End Avenue;

5346 West Ferdinand Street;

1228 South Harding Avenue;

4535 South Lake Park Avenue;

4566 South Lake Park Avenue;

4619 South Lake Park Avenue;

5523 South Princeton Avenue;

4514 South Union Avenue;

920 East 44th Street; and

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 therewith.

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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City of Chicago hereby accepts the 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: Gary and Seniorities Mayberry      Real Estate Number: 6433

Address: 4357 South Berkeley  
Avenue

Address: 4353 South Berkeley  
Avenue

Bid Amount: \$400.00

Index Number: 20-02-303-023

Legal Description

Lot 18 in Block 1 in Abell's Subdivision of the south 412.5 feet of Lot 2 in the Subdivision of E. K. Hubbard of the east half of the southwest quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 4353 South Berkeley Avenue, Chicago, Illinois).

Bidder: Laura Wynton

Real Estate Number: 6197

Address: 5344 South Calumet  
Avenue

Address: 5346 South Calumet  
Avenue

Bid Amount: \$350.00

Index Number: 20-10-312-028

Legal Description

The south 24 feet of the north 25 feet of Lot 10 except the west 29 feet thereof in Block 5 in Jennings's Subdivision of part of Jennings's & Moffett's Subdivision of the south 60 acres of the east half of the southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 5346 South Calumet Avenue, Chicago, Illinois).

Bidder: James Baker

Real Estate Number: 9159

Address: 7006 South East End  
Avenue

Address: 7004 South East End  
Avenue

Bid Amount: \$600.00

Index Number: 20-24-324-018

Legal Description

The north half of Lot 2 in Block 2 in Cronkhite, Clarkson and Boyd's Subdivision of the south half of the southwest quarter of the southwest quarter of Section 24, Township 38 North, Range 14, East of the Third

Principal Meridian, in Cook County, Illinois (commonly known as: 7004 South East End Avenue, Chicago, Illinois).

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Bidder: Cynthia Lampkin

Real Estate Number: 8380

Address: 5342 West Ferdinand  
Street

Address: 5346 West Ferdinand  
Street

Bid Amount: \$500.00

Index Number: 16-09-119-009

#### Legal Description

The east 26-8/12 feet of Lot 8 in Block 4 in Lyman Bridges Addition to Chicago in the west half of the southeast quarter of the northwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 5346 West Ferdinand Street, Chicago, Illinois).

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Bidder: Mary E. Dixon

Real Estate Number: 2717

Address: 1230 South Harding  
Avenue

Address: 1228 South Harding  
Avenue

Bid Amount: \$300.00

Index Number: 16-23-100-028

#### Legal Description

Lot 17 in Block 1 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 1228 South Harding Avenue, Chicago, Illinois).

Bidder: Essie Rouse	Real Estate Number: 2170
Address: 4533 South Lake Park Avenue	Address: 4535 South Lake Park Avenue
Bid Amount: \$301.00	Index Number: 20-02-404-074

#### Legal Description

The south 20 feet of the north 40 feet of Lot 88 in Kenwood Subdivision in the southeast quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 4535 South Lake Park Avenue, Chicago, Illinois).

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Bidder: Al and Jeanne Towns	Real Estate Number: 1389
Address: 4568 -- 4570 South Lake Park Avenue	Address: 4566 South Lake Park Avenue
Bid Amount: \$301.00	Index Number: 20-02-402-050

#### Legal Description

Lot 12 in W.M. Craig's Resubdivision of Lots 1 to 6 inclusive of Henry J. Furber's Woodlawn Avenue and Lake Park Avenue Subdivision of part of Lots 7, 8 and 9 in Lyman's Subdivision of the fractional southeast quarter of the west half of the southeast quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 4566 South Lake Park Avenue, Chicago, Illinois).

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Bidder: Leroy and Velma Williams	Real Estate Number: 6460
Address: 4617 South Lake Park Avenue	Address: 4619 South Lake Park Avenue
Bid Amount: \$300.00	Index Number: 20-02-405-050



Legal Description

Lot 2 in the subdivision of Lots 1 and 2 and the northwesterly 12½ feet of Lot 3 in Kenwood 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: 4619 South Lake Park Avenue, Chicago, Illinois).

Bidder: Isaac and Patricia Jackson

Real Estate Number: 3900

Address: 5519 South Princeton  
Avenue

Address: 5523 South Princeton  
Avenue

Bid Amount: \$300.00

Index Number: 20-16-202-090

Legal Description

Lot 46 and that part of Lot 47 in Souerbry and Grus' Subdivision of Lot 28 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 5523 South Princeton Avenue, Chicago, Illinois).

Bidder: John W. and Margaret  
R. Adams

Real Estate Number: 7030

Address: 4518 South Union  
Avenue

Address: 4514 South Union  
Avenue

Bid Amount: \$1,100.00

Index Number: 20-04-319-029

Legal Description

Lot 7 in Block 3 in South Chicago Land and Building Association Subdivision of the west half of the north half of the south half of the southwest quarter of Section 4, Township 38 North, Range 14, East of the

Third Principal Meridian, in Cook County, Illinois (commonly known as: 4514 South Union Avenue, Chicago, Illinois).

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Bidder: Darryl Dickey

Real Estate Number: 2228

Address: 922 East 44th Street

Address: 920 East 44th Street

Bid Amount: \$305.00

Index Number: 20-02-301-034

#### Legal Description

Lot 36 in C. Bartow's Subdivision of Block 1 of Walker and Stealson's Subdivision of the west half of the southwest quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 920 East 44th Street, Chicago, Illinois).

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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 J. 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. 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 check, 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.

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ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED  
PROPERTY AT 2738 WEST HADDON AVENUE  
UNDER HOME RULE SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services accepting the Home Rule Sale of city-owned property located at 2738 West Haddon Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1.** That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder, the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the unimproved parcel of real property described herein, which is owned by the City of Chicago, to the Chicago Housing Authority with a mailing address of Chicago Housing Authority in care of The Habitat Co., as receiver of Chicago Housing Authority's Scattered Site Program, 405 North Wabash Avenue, Chicago, Illinois 60611, for the consideration cited herein:

Real Estate Number: 9310

Amount: \$12,500.00

Address: 2738 West Haddon  
Avenue

Permanent Tax Number: 16-01-  
400-029

### Legal Description

Lot 33 in Block 2 in Wetherbee and Gregor's Subdivision of the northwest quarter of the southwest quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 2738 West Haddon Avenue).

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 Housing Authority, in care of The Habitat Co., 405 North Wabash Avenue, Chicago, Illinois 60611.

SECTION 3. This ordinance shall be effective upon its passage.

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### AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED VACANT PROPERTY AT 3734 WEST GRAND AVENUE TO QUALIFIED PARTICIPANT UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Buildings authorizing the conveyance of a property to a nominee selected by the Mayor's Blue Ribbon Committee pursuant to the Chicago Abandoned Property Program (C.A.P.P.) at 3734 West Grand Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The Property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, 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: 3734 West Grand Avenue.

Participant: Paul G. Olmstead.

Purpose: Rehabilitation.

Permanent Index Number: 16-02-129-002.

*Legal Description.*

Lot 11 in Block 14 in Beebe's Subdivision of the east half of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian (except 5 acres in the northeast corner thereof) in Cook County, Illinois, lying East of the Third Principal Meridian in Cook County, Illinois.

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**AUTHORIZATION FOR SALE OF CITY-OWNED VACANT PROPERTY  
AT 4135 -- 4145 WEST 13TH STREET/1256 SOUTH KEDVALE  
AVENUE TO KEDVALE NEW MOUNT ZION BAPTIST  
CHURCH UNDER SPECIAL SALES PROGRAM.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 19, 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 acceptance of bid for the conveyance of city-owned property under the Special Sales Program at the following location:

4135 -- 4145 West 13th Street/1256 South Kedvale Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted therewith.

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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Kedvale New Mount Zion Baptist Church, an Illinois not-for-profit corporation, 1306 South Kedvale Avenue, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of providing accessory parking for the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Kedvale New Mount Zion Baptist Church, an Illinois not-for-profit corporation, 1306 South Kedvale Avenue, 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 Kedvale New Mount Zion Baptist Church, an Illinois not-for-profit corporation, 1306 South Kedvale Avenue, Chicago, Illinois.

SECTION 3. The quitclaim deed conveying the Property to the purchaser shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) 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 upon its passage.

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

*Exhibit "A".*

Legal Description.

Lot 1 in Block 5 in William Marigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 4135 -- 4145 West 13th Street, Chicago, Illinois (Permanent Index Number 16-22-212-024).

Also

Lots 30 and 31 in Block 4 in Marigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 1256 South Kedvale Avenue, Chicago, Illinois (Permanent Index Number 16-22-204-039).

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTIES  
AT 6951 SOUTH WINCHESTER AVENUE AND 6127  
SOUTH WOOD STREET TO ACORN  
HOUSING CORPORATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 19, 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 two properties to ACORN Housing Corporation of Illinois at the following locations:

6951 South Winchester Avenue; and

6127 South Wood Street,

having had the same under the 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, There exists within the City of Chicago a serious shortage of decent, safe and sanitary housing available to persons of low- and moderate-income; and

WHEREAS, The City of Chicago is the owner of two parcels of real estate commonly known as 6951 South Winchester Avenue and 6127 South Wood Street ("Parcels") which were formerly part of the Urban Homestead inventory of the Department of Housing ("Department"); and

WHEREAS, The Parcels are improved with single-family structures which are in very poor condition; and

WHEREAS, ACORN Housing Corporation of Illinois, an Illinois not-for-profit corporation ("ACORN"), 117 West Harrison Street, Chicago, Illinois, has informed the Department of its willingness to acquire and rehabilitate the structures in order to sell them to first time home buyers of low- or moderate-income; and

WHEREAS, No other developers have responded to the Department's invitation for proposals which was published in the *Chicago Sun-Times* in December, 1992; and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois, 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 foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The City of Chicago hereby approves the sale of the Parcels to ACORN in the amount of \$1.00 per parcel.

SECTION 3. The Commissioner of Housing is authorized to negotiate and execute a redevelopment agreement, if necessary, to implement the conveyance of the Parcels to ACORN, subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcels to ACORN. The quitclaim deed shall be subject to the express conditions that: 1) the Parcels are rehabilitated in accordance with the provisions of the Chicago Building Code within twelve months of the date of the conveyance to ACORN; and 2) the Parcels must be sold by ACORN to first time home buyers for a purchase price not to exceed \$60,000.00. The quitclaim deed shall contain a right of reverter in the event that the conditions are not satisfied by ACORN.

SECTION 5. This ordinance shall take effect upon its passage.

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REPEAL OF ORDINANCE WHICH AUTHORIZED ACCEPTANCE OF  
BID FOR PURCHASE OF CITY-OWNED PROPERTY AT  
5741 -- 5759 WEST BELMONT AVENUE/PARKING  
SITE NUMBER 75.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 19, 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 repeal of a bid for the sale of city-owned property at 5741 -- 5759 West Belmont Avenue/Parking Site Number 75, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council heretofore approved the sale to Cragin Federal Bank for Savings, a United States Corporation, 5200 West Fullerton Avenue, Chicago, Illinois 60639, the property commonly known as follows:

Legal Description.

Lots 1 through 7 in Charles E. Olson's Subdivision in the west one third of Lot 2 in King and Patterson's Subdivision of the northeast quarter of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5741 -- 5759 West Belmont Avenue, Parking Site Number 75, Permanent Tax Numbers 13-29-204-039 through 045).

WHEREAS, Cragin Federal Bank for Savings did not comply with the offer to purchase on closing. However, they sent a letter requesting withdrawal of their offer and a return of the deposit of \$40,100.00; now, therefore,

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

SECTION 1. The ordinance passed by this body on July 29, 1992, Council Journal of Proceedings pages 19937 -- 19938, approving the sale to said above purchaser be hereby repealed.

SECTION 2. The Department of General Services, Bureau of Real Estate Management is hereby authorized to cancel the quitclaim deed and re-offer this property for sale.

SECTION 3. This ordinance shall be effective upon passage.

---

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT  
AT 2056 NORTH DAMEN AVENUE FOR  
CHICAGO PUBLIC LIBRARY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 19, 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 authorizing the renewal of a lease at 2056 North Damen Avenue for the Chicago Public Library (Lease No. 19005), 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal from Tom Wlodarz, as Lessor, for approximately 1,821 square feet of space for use by the Chicago Public Library, as Lessee, located at 2056 North Damen Avenue, such lease to be approved by the Commissioner and 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 31555 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Lease Agreement reads as follows:

*Rider.*

#### Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Assets Management, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified



mail, postage prepaid, addressed to the Lessee as follows: Tom Wlordarz, 2147 West Moffat Street, Chicago, Illinois 60647.

#### Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Nine Hundred Seventy-five and no/100 Dollars (\$975.00) per month for the period beginning on the 1st day of January, 1993 and ending on the 31st day of December, 1993.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to Tom Wlordarz, 2147 West Moffat Street, Chicago, Illinois 60647.

#### Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Complete the following prior to execution of lease:

Inspection and repair of roof;

Repair or replace broken glass block windows;

Front entrance double doors should swing outward.

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.

Provide for 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.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide and pay for exterminator service wherever necessary.

Provide and pay for window washing of all windows in the demised premises, both inside and outside, on a reasonable basis.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide and maintain at all times public liability insurance in the amounts of \$1,000,000 combined single limit with the City of Chicago to receive certificate of insurance and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days upon receipt thereof.

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.

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.

Provide and pay for maintenance and replacement of window air conditioning units.

Provide and pay for maintenance of heat units. Lessee agrees to assume responsibility for replacement of parts up to Two Hundred Dollars (\$200.00) during term of lease.

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 or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- 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 by Lessor.

R-5 Cancellation Option: Lessor and Lessee reserve the right to terminate this lease with ninety (90) days prior written notice during the term of this lease.

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. The word "Lessor" and "Lessee" whenever used herein shall be construed to mean Lessees, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of term in all cases where there is more than one Lessor or Lessee; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.
- C. 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.
- D. 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.
- E. 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 Lessee, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessee, or any successor in interest, to perform any commitment or obligation of the City under this lease nor shall any such person be personally liable in the event of any default or breach by the City.
- F. Lessee shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

Renewal Of Lease Agreement For 2056 North Damen Avenue.

LEASE-Short Form Lease No. 19005 Form C O No. 18 City of Chicago

This Agreement, Made this... day of...

A. D. 19... between Tom Wlodarz, sole owner

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do es hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,821 square feet of office space located at 2056 North Damen Avenue for use by the Chicago Public Library (Damen Branch).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1993, and ending on the 31st day of December A. D. 1994. Lessee has the right to terminate this lease upon ninety (90) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Tom Wlodarz, 2147 W. Moffat St., Chgo, IL 60647 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

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 untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Asset Manager, Commissioner of the Chicago Public Library, President of the Chicago Public Library, Tom Wlodarz, sole owner, Commissioner of General Services

COMMITTEE ON LICENSE AND  
CONSUMER PROTECTION.

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AMENDMENT OF TITLE 4, CHAPTER 60, SUBSECTIONS 100(d) AND  
(e) OF MUNICIPAL CODE OF CHICAGO TO REQUIRE POSTING  
OF SIGNS DIRECTING PATRONS OF LICENSED  
LIQUOR ESTABLISHMENTS TO DEPART  
SAID ESTABLISHMENTS IN  
ORDERLY MANNER.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance which was introduced by Alderman Michael Wojcik (referred on March 8, 1993), amending Subsections 4-60-100(d) and (e) of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body *Pass* the proposed 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-100 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-60-100 Health, Sanitation And Inspection Requirements.

(a) Every person licensed hereunder who shall sell any alcoholic liquor for consumption on the premises of such licensee shall keep and maintain the licensed premises equipped with running hot and cold water and adequate sanitary washing facilities for the cleansing of glasses and service utensils, shall provide separate and adequate toilet facilities for both males and females pursuant to the requirements of Section 13-168-1600 of this Code and shall comply with all the health, sanitary and inspection requirements of Chapter 4-344 of this Code.

(b) All persons licensed to sell alcoholic liquor shall have posted, in a conspicuous place, a sign which clearly reads: "Warning: According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems".

(c) The department of buildings shall make such warning signs available to vendors of alcoholic beverages and shall promulgate regulations with respect to the posting of said signs. A fee may be charged by the department to cover printing, postage and handling expenses.

(d) *A sign that measures 14 inches by 14 inches shall be posted in a visible location in every tavern, stating: "A person exiting this establishment must depart in a quiet and courteous fashion, and must not cause disturbances to nearby residents, litter or damage private property".*



*Any person who violates the provisions of this subsection shall be subject to a fine of \$500 plus \$100 per each day of a continuing violation. Nothing in this subsection applies to a licensed tavern within a hotel, or to any restaurant.*

[(d)] (e) Any person violating the provisions of this section or any of the regulations promulgated hereunder, *unless a specific fine is provided*, shall be subject to a fine of not less than \$50.00 and not more than \$200.00 for each offense and every day on which such violation continues shall be regarded as constituting a separate offense.

SECTION 2. This ordinance shall take effect 90 days after its passage and publication. The Director of Revenue shall notify current licensees of taverns of this ordinance in the course of the November, 1993 license renewal.

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AMENDMENT OF TITLE 4, CHAPTER 264, SECTION 010 OF  
MUNICIPAL CODE OF CHICAGO BY FURTHER  
DEFINING "SECONDHAND DEALER".

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance which was submitted through the Office of the City Clerk (which was referred on November 24, 1992), amending Chapter 4-264-010 of the Municipal Code of Chicago relating to secondhand dealers, begs leave to recommend that Your Honorable Body *Pass* the proposed 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, Austin, Wojcik, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Moore, Stone -- 49.

*Nays* -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-264-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-264-010 License-Required.

It shall be unlawful for any person to engage in the business of a secondhand dealer without first obtaining a license therefor for each separate place, premises or location where such business is to be carried on; provided, however, that the words "secondhand dealer" as used in this section shall not include itinerant dealers in secondhand clothes, secondhand bottle dealers, or exchanges, pawnbrokers or junk dealers as defined and licensed by other provisions of this code, or sales or exchanges of used articles and materials conducted by *or controlled by* charitable or religious organizations. *"Secondhand dealer" shall also not include any person who purchases used articles or materials from a charitable or religious organization for the purpose of resale, if the person spends in excess of \$1,000,000 per annum on purchases of used articles and materials from religious and charitable organizations for purposes of resale, and maintains an indoor facility of not less than 10,000 square feet for the sale of such used articles and materials.*

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

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AUTHORIZATION FOR WAIVER OF FOOD VENDOR LICENSE  
FEES AND VENDOR LICENSE FEES FOR PARTICIPANTS  
IN SECOND ANNUAL "RAVENSWOOD'S LARGEST  
GARAGE SALE".

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on License and Consumer Protection, having under consideration an order introduced by Alderman Eugene Schulter (which was referred on March 26, 1993), waiving the food vendor license fees and the vendor license fees for participants in the 2nd Annual Ravenswood's Largest Garage Sale, begs leave to recommend that Your Honorable Body Pass said proposed substitute order 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 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Director of the Department of Revenue of the City of Chicago waive the food vendor license fees and the vendor license fees for the participants in the 2nd Annual "Ravenswood's Largest Garage Sale" to be held Sunday, June 27, 1993, in the parking lot of Ravenswood Hospital Medical Center, 4550 North Winchester Avenue.

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*Re-Referred* -- AMENDMENT OF TITLE 4, CHAPTER 60, SUBSECTIONS  
020(d)(19) AND (e)(10) OF MUNICIPAL CODE OF CHICAGO  
TO DISALLOW ISSUANCE OF ALCOHOLIC LIQUOR  
AND PACKAGE GOODS LICENSES  
WITHIN CERTAIN AREAS OF  
THIRTY-THIRD WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 22, 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 Richard Mell (which was referred on March 8, 1993), amending Chapter 4-6-020 by deleting the language bracketed and inserting the language in italics in existing Subsection 4-60-020(d)(19) and existing Subsection 4-60-020(e)(10), begs leave to recommend that Your Honorable Body pass said 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.*

Alderman Schuler and Alderman M. Smith moved to re-refer the said proposed ordinance to the Committee on License and Consumer Protection. The motion *Prevailed* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on License and Consumer Protection.*

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COMMITTEE ON POLICE AND FIRE.

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AMENDMENT OF TITLE 15, CHAPTER 4 OF MUNICIPAL CODE  
OF CHICAGO BY ADDITION OF NEW SECTION 920  
REQUIRING ELEMENTARY SCHOOLS TO  
HOLD MONTHLY FIRE DRILLS UNDER  
SUPERVISION OF CHICAGO  
FIRE DEPARTMENT.

The Committee on Police and Fire submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Police and Fire, for which a meeting was held on April 19, 1993, and having had under consideration an ordinance introduced by The Honorable Richard M. Daley, Mayor, amending Title 15, Chapter 4 of the Municipal Code of Chicago, to require monthly fire drills under the supervision of the Fire Department in elementary schools, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by nine (9) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 15-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 15-4-920, as follows:

15-4-920

*Every principal or other person in charge of a Type I elementary school as defined in Section 13-56-100 shall conduct fire drills in accordance with procedures established by the Bureau of Fire Prevention. Fire drills shall be conducted under the supervision of the Chicago Fire Department, not less than once in each calendar month during which a Type I building is used for elementary school purposes.*

SECTION 2. This ordinance shall take effect 30 days after its passage.

CHICAGO POLICE DEPARTMENT URGED TO WORK CLOSELY  
WITH CHICAGO HOUSING AUTHORITY POLICE WHEN  
INVESTIGATING C.H.A.-BASED CRIMES.

The Committee on Police and Fire submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Police and Fire, for which a meeting was held on April 19, 1993, and having had under consideration a resolution introduced by Alderman Arenda Troutman (20th Ward) and various other aldermen, memorializing the Chicago Police Department to work more closely with C.H.A. Police when investigating C.H.A.-based crimes, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution, which is transmitted herewith.

This recommendation was concurred in by nine (9) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

On motion of Alderman Beavers, 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, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The recent crime wave which took place in the C.H.A.'s Kenneth E. Campbell Apartment Building for Seniors terrorized residents and neighbors of the building for an unconscionably long period of time; and

WHEREAS, A series of rapes which took place in the building were reported to, and investigated by, Chicago Police, who apparently failed to notify the C.H.A. Police of all they were doing. C.H.A. Police determined that the suspect believed to have committed these heinous crimes might have been apprehended more quickly if they had been kept informed and alerted by the Chicago Police; and

WHEREAS, As it is, the Chicago Police apprehended the suspect, who admits to six rapes at this same senior citizens building, dating back to last February; and

WHEREAS, A closer operation between the C.H.A. Police and the Chicago Police Department must exist in order to better protect the public in general, and C.H.A. residents in particular; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago hereby memorializes Superintendent Matt Rodriguez and the Chicago Police Department to set up a program whereby closer, constant communication exists between Chicago Police and C.H.A. Police whenever crimes in C.H.A. facilities are being investigated, to the end that quicker arrests and solutions may result, and the perpetrators of C.H.A.-based crimes may be brought more swiftly to justice.

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**COMMITTEE ON SPECIAL EVENTS AND  
CULTURAL AFFAIRS.**

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**PERMISSION TO CONDUCT SIDEWALK SALES ON  
PORTIONS OF SPECIFIED STREETS.**

The Committee on Special Events and Cultural Affairs submitted the following report:



CHICAGO, April 22, 1993.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration two (2) orders (referred February 10 and March 8, 1993) to grant permission to hold sidewalk sales on portions of specified streets, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*American Society Of Artists, Inc./Ms. Nancy J. Fregin.*

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the American Society of Artists, Inc., c/o Nancy J. Fregin, President, 500 North Michigan Avenue, Chicago, Illinois, for the conduct of an Arts & Crafts Show and sidewalk sale on North Michigan Avenue (west side) from East Wacker Drive to East Congress

Parkway and on North Michigan Avenue (east side) from East Randolph Street to East Jackson Boulevard, for the period of July 16 -- 17, 1993, during the hours of 5:00 A.M. to 8:00 P.M. each day.

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*Devon Businessmen's Association/Mr. Irving Loundy.*

*Ordered.* That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Devon Businessmen's Association, c/o Irving Loundy, 6445 North Western Avenue, for the conduct of sidewalk sales on West Devon Avenue (both sides) between North Oakley and North Kedzie Avenues, during the hours of 8:00 A.M. and 8:00 P.M., for the following periods:

March 25 through March 28, 1993;

April 22 through April 25, 1993;

May 20 through May 23, 1993;

June 10 through June 13, 1993;

July 22 through July 25, 1993;

August 12 through August 15, 1993;

September 12 through September 15, 1993; and

October 14 through October 17, 1993.

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PERMISSION FOR TRAFFIC CLOSURES ON PORTIONS  
OF SPECIFIED STREETS FOR SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration six (6) orders (referred on December 9, 1992, February 10, March 2, 8 and 26, 1993) to grant permission to close to traffic portions of specified streets, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*American Society Of Artists, Inc.*  
(21st Annual Water Tower Art & Craft Festival)

*Ordered*, That the Commissioner of Transportation is hereby directed to grant permission to the American Society of Artists, Inc., 500 North Michigan Avenue, c/o Nancy J. Fregin, to close to traffic East Chicago Avenue (south side) from the first alley east of North Michigan Avenue to

North Lake Shore Drive; East Chicago Avenue (north side) approximately 50 feet east of North Michigan Avenue to North Lake Shore Drive; East Pearson Street (south side) approximately east of North Michigan Avenue to Mies Van Der Rohe Way; Mies Van Der Rohe Way (both sides) from East Chicago Avenue to East Pearson Street, for the 21st Annual Water Tower Art & Craft Festival, during the hours of 10:00 A.M. to 8:00 P.M. each day during the following period:

Friday, June 25th, Saturday, June 26th and Sunday, June 27, 1993.

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*Back Of The Yards Business Association.*  
(Block Party to be held July 8 Through July 11, 1993)

*Ordered.* That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Back of the Yards Business Association, 1751 West 47th Street, to close to traffic South McDowell Avenue, between 4650 -- 4690 for the period of July 8 through July 11, 1993, during the hours of 9:00 A.M. and 9:00 P.M. each day, for the conduct of a block party in conjunction with the Back of the Yards Business Association sidewalk sale to be held on South Ashland Avenue (both sides) between the 4100 and 4900 blocks; and on West 47th Street (both sides) between the 1400 and 2200 blocks.

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*Back Of The Yards Business Association.*  
(Block Party to be held September 9 Through September 12, 1993)

*Ordered.* That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Back of the Yards Business Association, 1751 West 47th Street, to close to traffic South McDowell Avenue between 4650 -- 4690 for the period of September 9 through September 12, 1993, during the hours of 9:00 A.M. and 9:00 P.M. each day, for the conduct of a block party in conjunction with the Back of the Yards Business Association sidewalk sale to be held on South Ashland Avenue (both sides) between the 4100 and 4900 blocks; and on West 47th Street (both sides) between the 1400 and 2200 blocks.

*Boy Scouts Of America Chicago Area Council Number 118.*  
(23rd Annual LaSalle Street Dinner Dance)

*Ordered,* That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Chicago Area Council No. 118 of the Boy Scouts of America, 730 West Lake Street, c/o T. Edmond Brandon, Special Events Coordinator, to close to traffic North LaSalle Street, between West Jackson Boulevard and West Adams Street; West Quincy Street, between North Clark Street and North LaSalle Street; and West Quincy Street, between North LaSalle Street and North Wells Street, from 8:00 P.M. on July 14, 1993 to 6:00 A.M. on July 16, 1993, for the conduct of the 23rd Annual LaSalle Street Dinner Dance for the benefit of the Chicago Area Council Boy Scouts of America.

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*Alderman Lorraine Dixon.*  
(Christmas Lighting Ceremony)

*Ordered,* That the Commissioner of Transportation is hereby authorized and directed to grant permission to Alderman Lorraine Dixon of the 8th Ward, 8539 South Cottage Grove Avenue, to close to traffic for the conduct of a Christmas Lighting Ceremony on South Stony Island Avenue, one lane on each side and adjacent to the median strip from East 86th Place to East 87th Street, on December 4, 1992, during the hours of 10:30 A.M. to 1:30 P.M..

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*DuSable Museum.*  
(Grand Opening Of Harold Washington Wing)

*Ordered,* That the Commissioner of Transportation is hereby authorized and directed to grant permission to the DuSable Museum, 740 East 56th Place, to close to traffic South Payne Drive from 5700 to the Payne Drive at Midway Plaza North Drive, on February 20 -- 21, 1993, during the hours of 11:15 A.M. and 5:30 P.M., in conjunction with the grand opening of the Harold Washington Wing in the DuSable Museum.

AUTHORITY GRANTED FOR ISSUANCE OF VARIOUS  
LICENSES TO PARTICIPANTS IN TWENTIETH  
WARD NEIGHBORHOOD FESTIVAL.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration two (2) proposed orders (referred on March 26, 1993) authorizing the issuance of temporary licenses for participants in the 20th Ward Neighborhood Festival, begs leave to recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*Food Vendor Licenses.*

*Ordered,* That the Director of the Department of Revenue of the City of Chicago issue temporary Food Vendor Licenses to participants in the 20th Ward Neighborhood Festival to be conducted for the period of April 28 through May 2, 1993, on East 57th Street from East Payne Drive to the east side of South Cottage Grove Avenue; East Payne Drive from East 57th Street to South Best Drive; all of South Midway Place to the east side of South Cottage Grove Avenue; all of South Midway Street to the east side of South Cottage Grove Avenue; and South Best Drive from South St. Lawrence Avenue to the east side of South Cottage Grove Avenue.

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*Itinerant Merchant Licenses.*

*Ordered,* That the Director of the Department of Revenue of the City of Chicago issue temporary Itinerant Merchant Licenses to participants in the 20th Ward Neighborhood Festival to be conducted for the period of April 28 through May 2, 1993, on East 57th Street from East Payne Drive to the east side of South Cottage Grove Avenue; East Payne Drive from West 57th Street to South Best Drive; all of South Midway Place to the east side of South Cottage Grove Avenue; all of South Midway Street to the east side of South Cottage Grove Avenue; and South Best Drive from South St. Lawrence Avenue to the east side of South Cottage Grove Avenue.

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**AUTHORITY GRANTED FOR WAIVER OF VARIOUS  
LICENSE FEES FOR SUNDRY EVENTS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration six (6) proposed orders (referred on February 10, March 8 and March 26, 1993) authorizing the waiver of various license fees for sundry events, begs leave to recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*Itinerant Merchant License Fees.*

*American Society Of Artists 1993 Annual Art Exposition.*

*Ordered*, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the 1993 Annual Art Exposition/American Society of Artists, Inc., on June 11, 12, July 22, 23, August 26 and 27, 1993.



*1993 Gold Coast Art Fair.*

*Ordered,* That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the 1993 Gold Coast Art Fair.

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*1993 Old Town Art Fair.*

*Ordered,* That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the 1993 Old Town Art Fair.

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*1993 Water Tower Art Fair.*

*Ordered,* That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the 1993 Water Tower Art Fair.

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*1993 19th Annual Wells Street Art Festival.*

*Ordered,* That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the 1993 19th Annual Wells Street Art Festival.

*Vendor License Fees.*

*Razz-Ma-Tazz Neighborhood Festival.*

*Ordered*, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Vendor License fee for all the participants in the Razz-Ma-Tazz Neighborhood Festival to be held Sunday, July 18, 1993, on North Lincoln Avenue (both sides) between West Montrose Avenue and West Sunnyside Avenue, during the hours of 6:00 A.M. and 12:00 Midnight.

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RECOMMENDATION FOR ISSUANCE OF NECESSARY PERMITS  
FOR HOLY INNOCENTS PARISH CARNIVAL.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, April 22, 1993.

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

Your Committee on Special Events and Cultural Affairs held a public meeting regarding the Holy Innocents Parish Carnival, to be held on July 28 through August 1, 1993. Your committee recommends that the Department of Revenue issue all necessary permits.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

On motion of Alderman Madrzyk, the 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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COMMITTEE ON TRANSPORTATION AND  
PUBLIC WAY.

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AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL CODE  
OF CHICAGO BY IMPOSING PENALTIES FOR ILLEGAL  
REMOVAL OF UTILITY EQUIPMENT  
OR RECEIPT OF STOLEN  
UTILITY EQUIPMENT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 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 amending Section 8-4-070 of the Municipal Code of Chicago and adding a new Section 8-4-065, which provides specific penalties for the illegal removal of certain utility equipment and for the receipt of stolen utility equipment. This ordinance was referred to the committee on March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds (a) that the illegal damaging or removal of utility equipment, as defined in Section 2 of this ordinance, creates risk of serious injury and danger of property damage due to loss of overhead light, exposure of passersby to electrical current, and the opening of holes in the pavement; (b) that persons who receive or purchase illegally removed utility equipment from others encourage the creation of these risks; and (c) that it is appropriate and necessary to establish a separate and distinct offense in order to punish those who create these risks and to deter others from doing so.

SECTION 2. Chapter 8-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 8-4-065, as follows:

*8-4-065. Interference With Utility Equipment.*

*(a) When used in this section, "utility equipment" means any of the following located in the public way; (1) any lid, grate, screen or cover that*

*allows access to any sewer, drain, electrical vault, coal hole, water vault, gas vault, tunnel or other opening or structure in the public way, or that allows the flow of water from the public way into a drain or sewer; (2) any light pole, lamp post, telephone or telegraph pole, or post or pole supporting electrical transformers or lines for transmission of electricity or cable television signals. "Utility equipment" may be either privately or publicly owned.*

*(b) No person shall:*

*(1) intentionally and without authorization of the owner, remove utility equipment or damage or alter utility equipment so as to diminish its effectiveness.*

*(2) without authorization of the actual owner, purchase, receive or possess illegally removed utility equipment. It is a defense to a prosecution under this subsection (b) (2) that the person charged with a violation did not know that the subject utility equipment was illegally removed.*

*(3) assist any other person in any action prohibited in subsections (b) (1) or (b) (2) of this section.*

*(c) Any person who violates any provision of subsection (b) of this section shall, upon conviction, be punished by a fine of not less than \$500. Any such offense may also be punished as a misdemeanor by incarceration in a penal institution other than a penitentiary for a term of up to 30 days or by a requirement to perform up to 1,000 hours of community service under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and in the Illinois Code of Criminal Procedure, as amended, in a separate proceeding. All actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure, as amended.*

**SECTION 3.** Section 8-4-070 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**8-4-070. Restitution -- Financial Responsibility.**

In lieu of or in addition to a fine or incarceration or community service, any person found guilty of violating Section 8-4-060 or Section 8-4-065, or any parent or legal guardian of any unemancipated minor residing with such parent or legal guardian found [in] *guilty* of such violation, may be

required to submit full restitution to the victim or victims of such vandalism by monetary payment or property repairs.

In the case of an unemancipated minor accused of violating Section 8-4-060 or Section 8-4-065 and residing with a parent or legal guardian at the time of such violation, the department of police shall within three days notify such parent or legal guardian in writing, either by certified or registered mail, return receipt requested, that said minor has been accused of vandalism, and that said parent or legal guardian may be held financially responsible for any fines or restitution resulting from such vandalism.

SECTION 4. This ordinance shall take effect 30 days after its passage.

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AUTHORIZATION FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 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 March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*American National Bank & Trust Company Of  
Chicago, Under Trust Number 32115.*

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank & Trust Company of Chicago, Under Trust Number 32115, upon the terms and subject to the conditions of this ordinance to maintain and use as now installed a conduit under and across the north/south twenty (20) foot public alley west of North Michigan Avenue at a point ninety-six (96) feet south of the south line of East Lake Street. Said conduit containing one (1) four-inch steam pipe, one (1) two-inch steam pipe and one (1) two-inch return pipe for the transmission of steam adjacent to the premises at 73 East Lake Street. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after May 1, 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 Hundred Ten and no/100 Dollars (\$210.00) 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, judgements, 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.

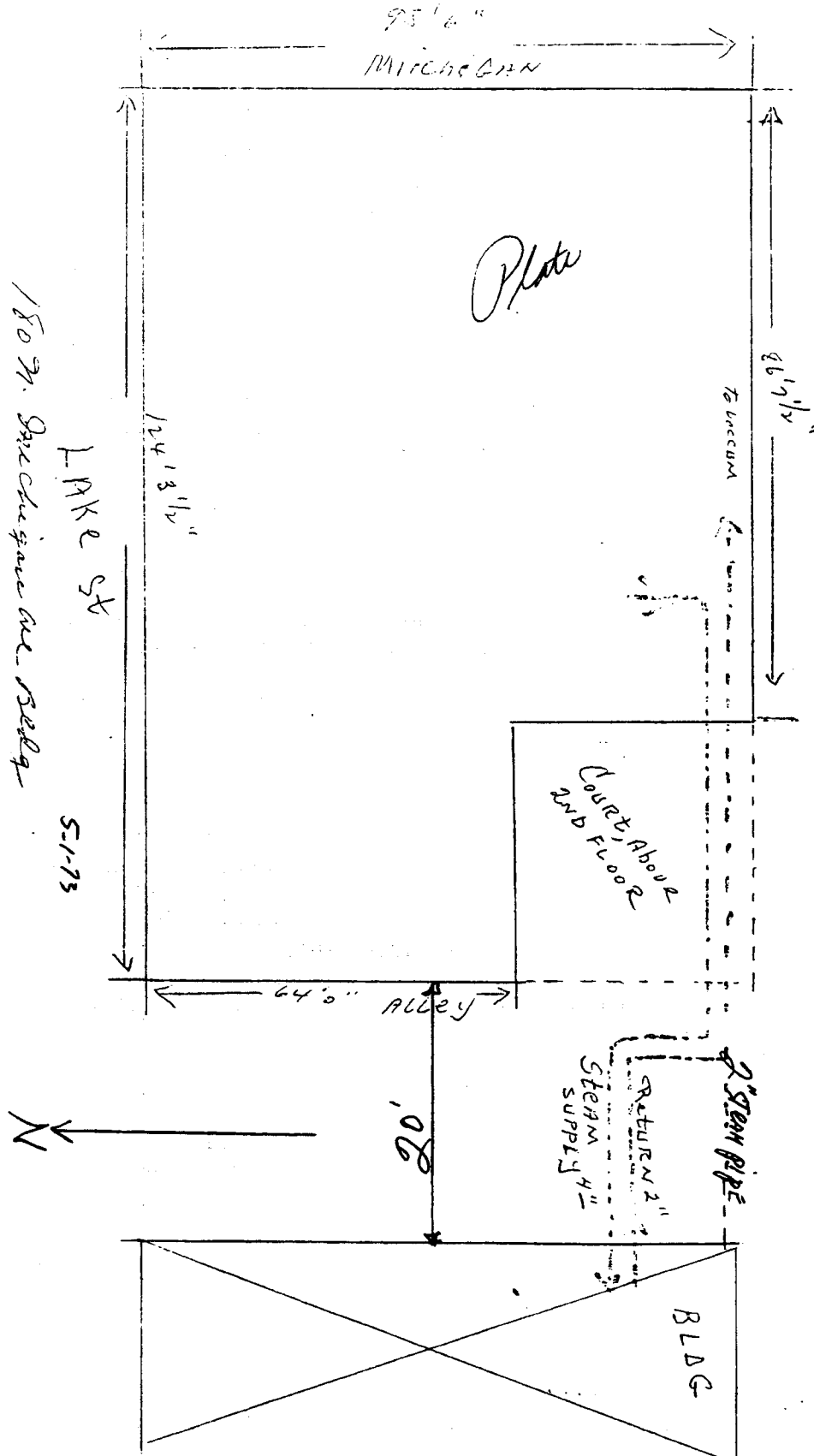
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 31583 of this Journal.]

Ordinance associated with this drawing printed on pages 31580 through 31582 of this Journal.



*Chicago Title And Trust Company, As Trustee,  
Under Trust Number 1070932.*

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Title and Trust Company, as Trustee, under Trust Number 1070932, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed subsurface vault space under and along the public way adjacent to its premises located at 310 South Michigan Avenue and described as follows: under and along the south side of East Jackson Boulevard there shall be two (2) levels of subsurface space. The first level of said vault space shall be used for tenant storage and shall run for a distance of one hundred ninety-six (196) feet, at a width of twelve (12) feet, and at a depth of approximately eight (8) feet. The second level of said vault space shall be used for employee locker rooms and showers, plumbing and air conditioning equipment, and shall run for a distance of one hundred sixty (160) feet, at a width of twelve (12) feet, and at a depth of approximately eight (8) feet. Under and along the west side of North Michigan Avenue there shall be two (2) levels of subsurface space. The first level of said vault space shall be used for tenant storage and shall run for a distance of one hundred fifty-six (156) feet, at a width of twenty-five (25) feet, and at a depth of approximately eight (8) feet. The second level of said vault space shall be used for employee locker rooms and showers, plumbing and air conditioning equipment, and shall run for a distance of one hundred twenty-eight (128) feet, at a width of twenty-five (25) feet, and at a depth of approximately eight (8) feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after September 27, 1992.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand Twenty-six and no/100 Dollars (\$6,026.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue, Compensation Unit, no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify, keep and save harmless the City of Chicago, its agents, officers and employees for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on  
page 31587 of this Journal.]

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*Mr. Edmund C. Claussen (Doing Business As Hawkeyes  
Bar And Grill).*

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

(Continued on page 31588)

Ordinance associated with this drawing printed on pages 31584 through 31586 of this Journal.

TENANT

SR. FTG.

ADVENTURER'S CLUB

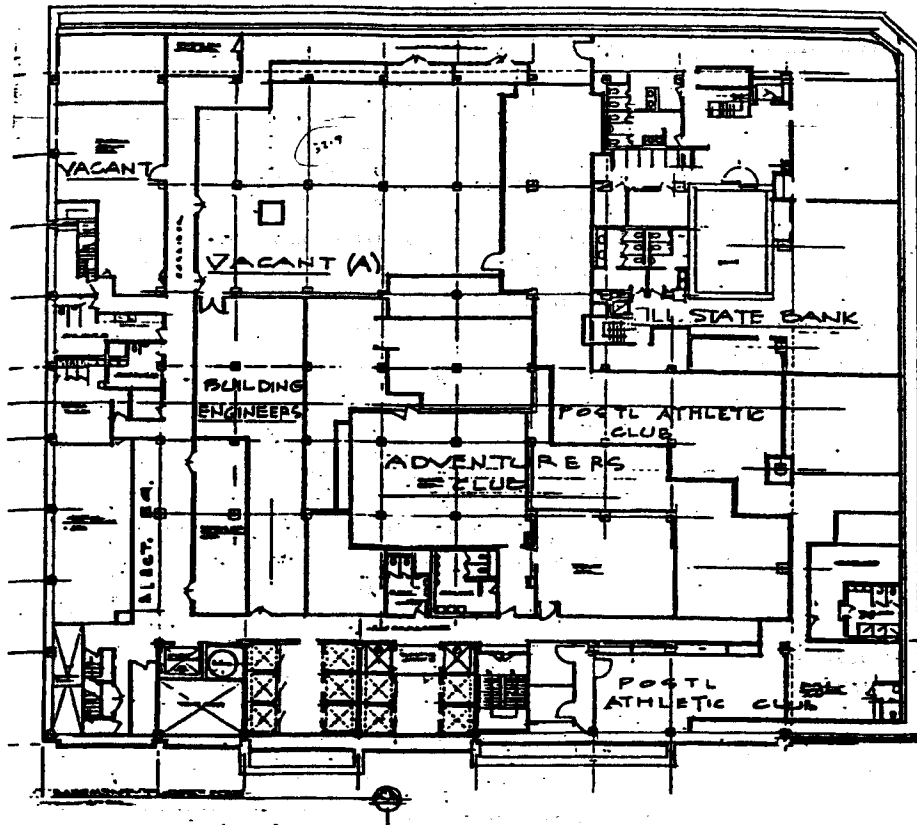
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29304U

ILLINOIS STATE BANK

31358



**B**

(Continued from page 31586)

**SECTION 1.** Permission and authority are hereby given and granted to Mr. Edmund C. Claussen, doing business as Hawkeyes Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a catch basin in the public right-of-way along West Taylor Street adjacent to the premises located at 1458 West Taylor Street. Said catch basin shall measure four (4) feet in diameter and shall be installed at a depth of approximately eight (8) feet for a total of sixteen (16) square feet of space being utilized in the public right-of-way. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after January 26, 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 from 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 the 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 31591 of this Journal.]

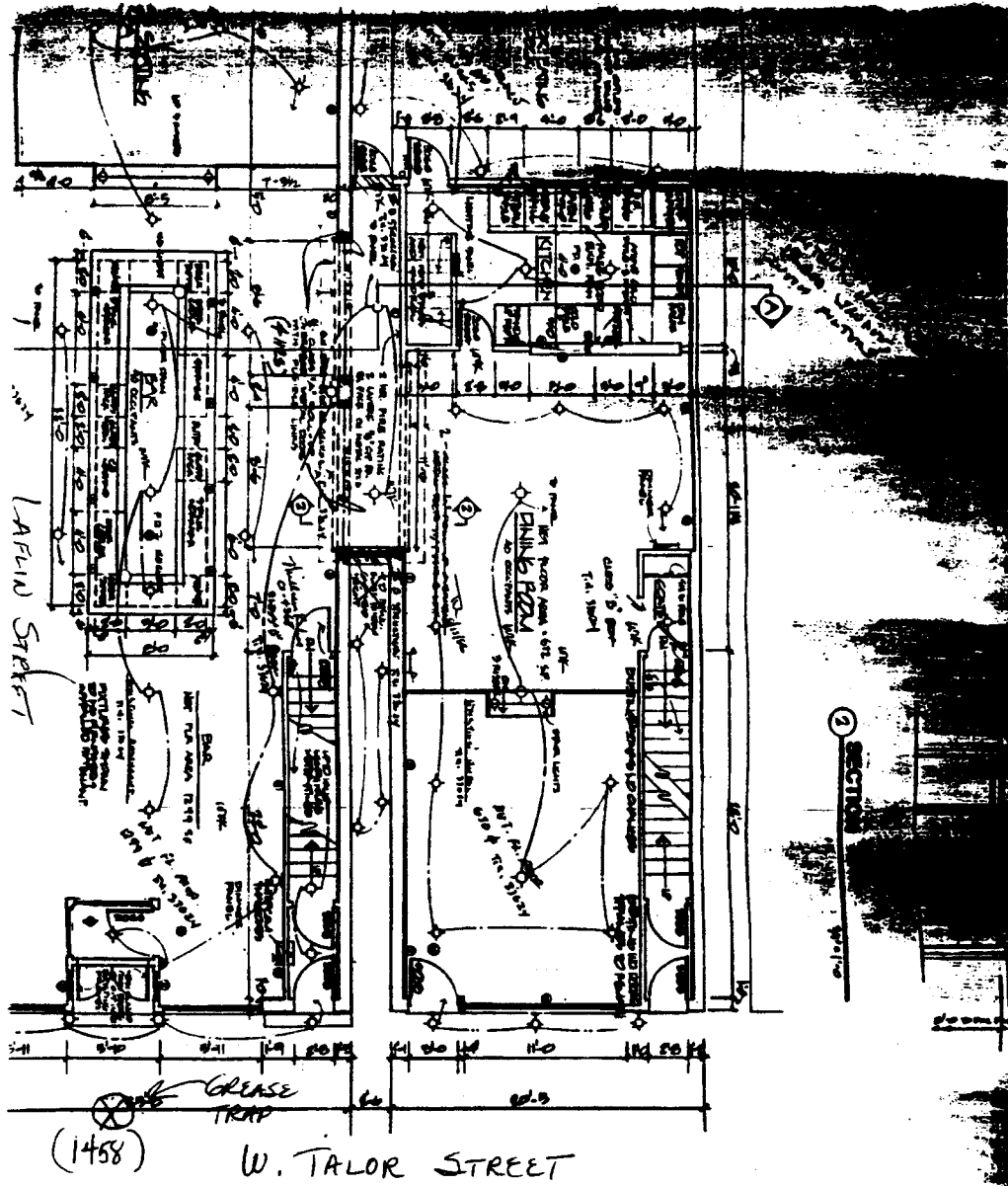
*The LaSalle-Division Medical Building Corporation.*

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

SECTION 1. Permission and authority are hereby given and granted to The LaSalle-Division Medical Building Corporation, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a facade resurfacing privilege on the existing building located at 1200 North LaSalle Street, which shall be done with dryvit. The continuous granite cladding on the east and the south side of the building shall extend beyond the property line one (1) inch on the east side and one and one-half ( $1\frac{1}{2}$ ) inches on the south side of the building at sidewalk level. The typical pilaster on the east side and the south side of the building shall extend beyond the property line by approximately three (3) inches to six (6) inches depending upon its height from the sidewalk. Said height shall vary from two (2) feet, six (6) inches depending upon its height from the sidewalk. Said

(Continued on page 31592)

Ordinance associated with this drawing printed on pages 31586 through 31590 of this Journal.



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REHABILITATION - 1458 WEST TAYLOR STREET



(Continued from page 31590)

height shall vary from two (2) feet, six (6) inches to nineteen (19) feet, six (6) inches from the sidewalk level. Said facade resurfacing shall measure eighty-eight (88) feet in length, six (6) inches in width and approximately fifteen (15) feet, ten (10) inches in height along West Division Street for a total of approximately one thousand one hundred fifty-five (1,155) square feet of space 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 made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Twelve and no/100 Dollars (\$712.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue, Compensation Unit, no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify, keep and save harmless the City of Chicago, its agents, officers and employees for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction,

reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawings attached to this ordinance printed on pages 31595 through 31596 of this Journal.]

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*Material Service Corporation.*

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

SECTION 1. Permission and authority are hereby given and granted to Material Service Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and operate a scale for the purpose of weighing trucks. Said scale measures fifty (50) feet in length and nine (9) feet in width and is located in the eight (8) foot right-of-way of West Chestnut Street adjoining the premises commonly known as 901 -- 905 North Sangamon Street. Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said 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

(Continued on page 31597)





(Continued from page 31594)

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 Sixty-seven and no/100 Dollars (\$367.00) 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 the 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 31600 of this Journal.]

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*Northwestern Memorial Hospital.*

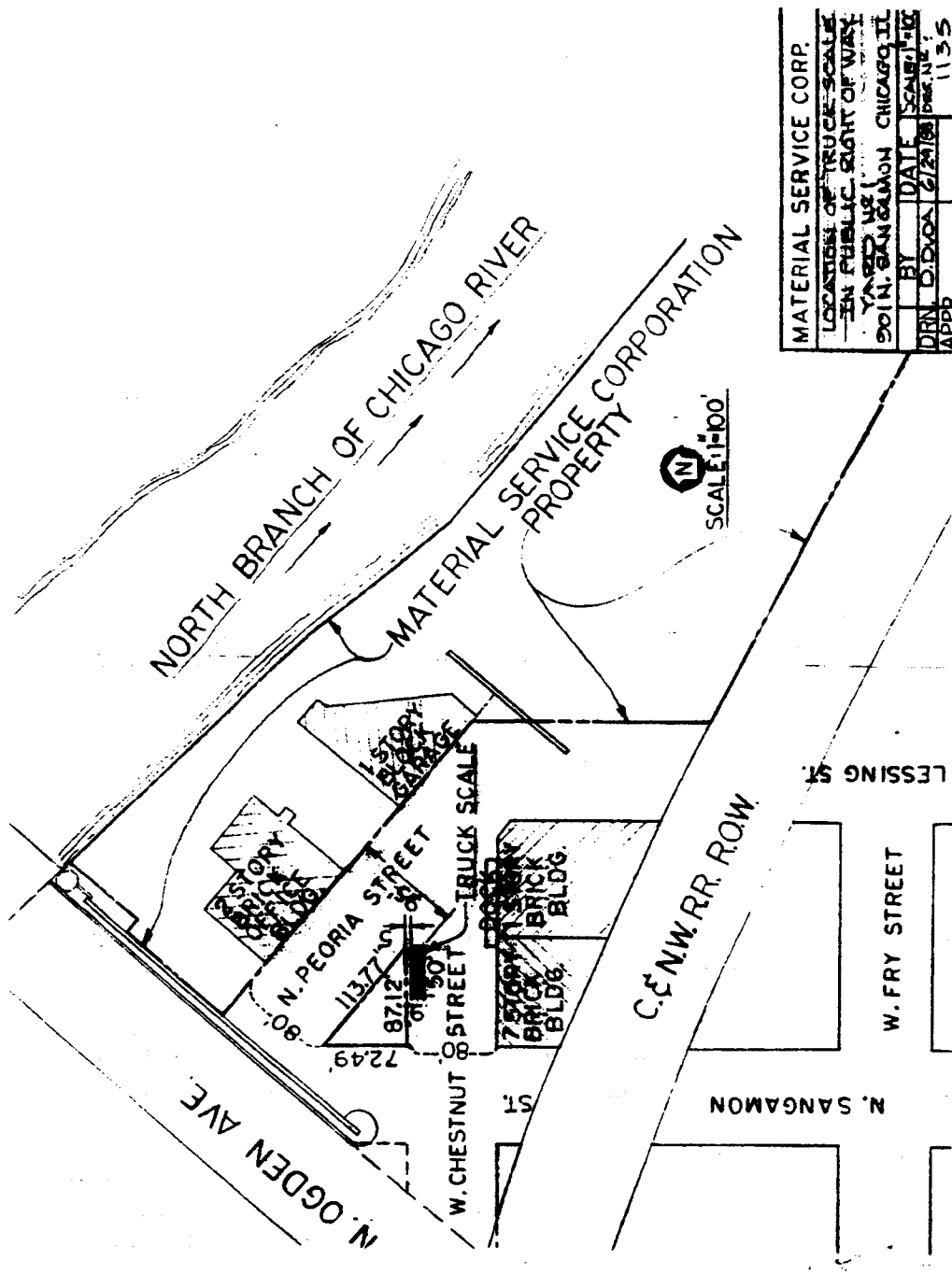
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital upon the terms and subject to the conditions of this ordinance to:

1. Maintain and use as now constructed a pedestrian tunnel, eight (8) feet in height, ten (10) feet in width, with top of tunnel not less than twelve (12) inches below street grade. Said tunnel runs under and diagonally across East Superior Street, a distance of approximately eighty (80) feet, connecting the premises at 303 East Superior Street with 310 East Superior Street.
2. Maintain and use as now constructed a pedestrian tunnel under and across North Fairbanks Court at a point seventy (70) feet south of the south line of East Chicago Avenue. Said tunnel not to exceed nine (9) feet, ten (10) inches in width, outside measurements, and seven (7) feet in depth for a distance of sixty-six (66) feet.
3. Maintain and use as now constructed a pipe tunnel for the purpose of housing oxygen lines. Said tunnel not to exceed two (2) feet in height, two (2) feet in width, running a distance of fifteen (15) feet under and across the north/south public alley west of North Fairbanks Court, south of East Chicago Avenue and north of East Superior Street, at a point eighty-one (81) feet north of the north line of East Superior Street.
4. Maintain and use as now constructed a concrete tunnel used for the purpose of conveying steam and electricity. Dimensions of

(Continued on page 31601)

Ordinance associated with this drawing printed on pages 31594 through 31599 of this Journal.



(Continued from page 31599)

said tunnel are approximately five (5) feet, five (5) inches in width and four (4) feet, ten (10) inches in depth, running a distance of sixty-six (66) feet under and across North Fairbanks Court, approximately one hundred (100) feet north of the north line of East Superior Street connecting the power plant of Northwestern University to Chicago Wesley Memorial Hospital.

5. Northwestern Memorial and Northwestern University to maintain and use as now constructed the following subsurface spaces (tunnels) adjacent to East Superior Street and North Fairbanks Court for the purpose of connecting buildings comprising the Northwestern Medical Center Complex and as pipe and pedestrian tunnels. A tunnel under East Superior Street shall extend approximately seventy-four (74) feet, three (3) inches in length, sixteen (16) feet, six (6) inches in width for a total of approximately one thousand two hundred twenty-six (1,226) square feet. The apex of the roof of said tunnel shall lie approximately 0.29 feet beneath the existing surface of East Superior Street, the north and south entry roofs 1.39 feet and 1.75 feet beneath. The tunnel shall connect the Health and Science Building with the Wesley Pavilion Building. The following described tunnel under East Superior Street shall also be used, said tunnel shall extend approximately one hundred thirty (130) feet in length and fifteen (15) feet, six (6) inches in width, for a total of approximately two thousand fifteen (2,015) square feet. Said tunnel shall begin in the west wall of an existing tunnel that now lies under East Superior Street, connecting Northwestern Memorial Hospital with Passavant Pavilion. Further subsurface space under North Fairbanks Court shall extend sixty-six (66) feet in length and shall average 9.57 feet in width for a total of approximately six hundred thirty-two (632) square feet. Said tunnel shall be used for steam lines from the Health and Science Building to the Passavant Pavilion Building.
6. Maintain and use as now constructed an eighteen (18) inch oxygen supply pipe line, four (4) feet, six (6) inches in depth, under and across the north/south twenty (20) foot public alley west of North Fairbanks Court, between East Chicago Avenue and East Superior Street, from an oxygen tank to be installed on the premises known as 215 East Chicago Avenue to the existing oxygen supply room located on the first floor of the Chicago Wesley Memorial Hospital located at 250 East Superior Street.
7. Maintain and use as now constructed a one (1) story covered bridge or passageway twenty-four (24) feet in length, eight (8)

feet in width and ten (10) feet in height over and across the north/south twenty (20) foot public alley connecting the sixth (6th) floor of the premises at 215 East Chicago Avenue with the sixth (6th) floor of the premises at 235 East Chicago Avenue.

8. Maintain and use as now constructed a one (1) story covered bridge or pedestrian passageway over and across the north/south fifteen (15) foot public alley west of North Fairbanks Court, to be used for the purpose of connecting the rear of the premises known as 222 East Superior Street with the premises known as 250 East Superior Street. Said bridge shall not exceed seven (7) feet in width nor seven (7) feet, six (6) inches in height and shall be not less than seventeen (17) feet above alley grade at said location.
9. Easement Agreement Number 1 (March 22, 1974).

In consideration of Twenty-nine Thousand Four Hundred Dollars (\$29,400.00), paid by the Grantee, and other good and valuable consideration, the City of Chicago, a body politic and corporate, does hereby give and grant to Northwestern Memorial Hospital and Northwestern University, an Easement of Air Rights over the following described parcels spanning East Superior Street and North Fairbanks Court described as follows:

Beginning on the north line of said Superior Street at a point 6.50 feet west from the point of intersection of said north line with the west line of North Fairbanks Court, and running thence south along a straight line, a distance of 74.00 feet to a point on the south line of said East Superior Street which is 6.50 feet west from the point of intersection of said south line with the west line of said North Fairbanks Court; thence west along said south line of East Superior Street, a distance of 21.00 feet; thence north along a straight line, a distance of 74.00 feet to a point on said north line of East Superior Street a distance 21.00 feet west from the point of beginning; thence east along said north line of East Superior Street said distance of 21.00 feet to the point of beginning and lying above and extending upward from a horizontal plane which is at an elevation of 37.50 feet above Chicago City Datum, to a horizontal plane which is at an elevation of 56.00 feet above Chicago City Datum.

Beginning on the west line of said North Fairbanks Court, at a point 23.92 feet south from the point of intersection of said west line with the south line of East Superior Street, and running thence east along a straight line, a distance of 66.00 feet to a point on the east line of said North Fairbanks Court

which is 23.92 feet south from the point of intersection of said east line with the south line of said East Superior Street; thence south along said east line of North Fairbanks Court, a distance of 21.00 feet; thence west along a straight line, a distance of 66.00 feet to a point on said west line of North Fairbanks Court a distance of 21.00 feet south from the point of beginning; thence north along said west line of North Fairbanks Court said distance of 21.00 feet to the point of beginning and lying above and extending upward from a horizontal plane which is at an elevation of 37.50 feet above Chicago City Datum, to a horizontal plane which is at an elevation of 56.00 feet above Chicago City Datum.

10. Easement Agreement Number 2 (April 21, 1978).

In consideration of Twenty-five Thousand Nine Hundred Seventy-six Dollars (\$25,976.00), paid by the Grantee, and other good and valuable consideration, the City of Chicago, a body politic and corporate, does hereby give and grant to Northwestern Memorial Hospital and Northwestern University, an Easement of Air Rights over the following described parcels spanning East Superior Street and North Fairbanks Court described as follows:

Beginning on the south line of said East Superior Street (said south line being also the north line of said Lot 3) at a point 8.60 feet west from the point of intersection of said south line of East Superior Street with the west line of North Fairbanks Court and running thence west along said south line of East Superior Street, a distance of 16.50 feet; thence north along a straight line, a distance of 74.00 feet to a point on the north line of said East Superior Street, a distance of 25.10 feet west from the point of intersection of said north line of East Superior Street with the west line of said North Fairbanks Court; thence east along said north line of East Superior Street, a distance of 16.50 feet; thence south along a straight line, a distance of 74.00 feet to the point of beginning and lying between horizontal planes which are 72.833 feet and 92.167 feet, respectively, above Chicago City Datum.

Beginning on the west line of said North Fairbanks Court at a point 26.58 feet south from the point of intersection of said west line with the south line of East Superior Street (said south line of East Superior Street being also the north line of said Lot 3) and running thence east along a straight line, a distance of 66.00 feet to a point on the east line of said North Fairbanks Court, a distance 26.58 feet south from the point of

intersection of said east line of North Fairbanks Court with the south line of East Superior Street; thence south along said east line of North Fairbanks Court, a distance of 16.50 feet; thence west along a straight line, a distance of 66.00 feet to a point on said west line of North Fairbanks Court, a distance 16.50 feet south from the point of beginning; and thence north along said west line of North Fairbanks Court, said distance of 16.50 feet to the point of beginning and lying between horizontal planes which are 72.833 feet and 92.167 feet, respectively, above Chicago City Datum.

11. Maintain and use as now constructed a sub-sidewalk transformer vault in front of the premises known as 303 East Superior Street. Said vault shall be not more than forty-five (45) feet in length, fifteen (15) feet in width, nor twelve (12) feet in depth, with a metal grating, not more than three (3) feet in width, nor ten (10) feet in length, in the sidewalk space over said vault at the east and west end thereof.
12. Maintain and use as now constructed a thirty-six (36) foot, four (4) inch by twenty-six (26) foot, two (2) inch reinforced concrete shielded one story basement level addition to house a linear accelerator with a skylight appendage averaging sixteen (16) feet by six (6) feet, eight (8) inches. The addition will be located as follows: commencing at a point twenty-four (24) feet, two (2) inches south of the north lot line of the existing building, then south a distance of thirty-six (36) feet, four (4) inches, then east at a right angle to east wall of existing building a distance of twenty-six (26) feet, two (2) inches, thence north parallel to the east wall of the existing building a distance of thirty-six (36) feet, four (4) inches, thence west a distance of twenty-six (26) feet, two (2) inches to point of beginning. Total area into the public right-of-way known as North Fairbanks Court is 436.2 square feet of which 372.2 square feet project above grade and 109 square feet is vaulted below the sidewalk.
13. Maintain and use as now constructed an access ramp for the handicapped adjacent to Wesley Pavilion located at 251 East Chicago Avenue. Said ramp shall be located at the entrance of the building and shall extend into the public way four (4) feet with a length of approximately thirty-nine (39) feet. In addition, a planter box shall be constructed at each end of the ramp. The two (2) boxes shall extend into the public way a distance of four (4) feet with a length of approximately twenty-six (26) feet.
14. Maintain and use as now constructed two (2) manholes for sampling and flow measurement of waste water located over two (2) waste water pipes existing in the west wall of Wesley

Pavillion in the north/south public alley west of North Fairbanks Court between East Chicago Avenue and East Superior Street.

15. Maintain and use as now constructed, adjacent to its property at 244 East Pearson Street, nine (9) bay windows, constructed on each of seventeen (17) floors at 244 East Pearson Street. Five (5) of the nine (9) windows per floor shall protrude over the public right-of-way of North Dewitt Street. The remaining four (4) windows per floor shall protrude over the public right-of-way of East Pearson Street. Each bay window individually shall protrude over the public right-of-way one (1) foot, six (6) inches, over a length of six (6) feet, eight (8) inches. A canopy shall be constructed over East Pearson Street protruding ten (10) feet over a width of seven (7) feet. Three (3) sample basins shall be installed in the public right-of-way of East Pearson Street. Each opening shall be within an area nine (9) feet in width and four (4) feet in length in front of the premises known as 244 East Pearson Street.
16. Maintain and use as now constructed a canopy over the sidewalk adjoining the premises located at 215 East Chicago Avenue. Said canopy shall not exceed fifty-three (53) feet in length, nor eighteen (18) feet in width and the lowest portion of same shall not be less than twelve (12) feet above the surface of the sidewalk at that location.
17. Maintain and use as now constructed a canopy over the sidewalk adjoining the premises located at 303 East Superior Street. Said canopy shall not exceed seventeen (17) feet in length, nor sixteen (16) feet in width and the lowest portion of same shall not be less than twelve (12) feet above the surface of the sidewalk at that location.
18. Maintain and use as now constructed a canopy over the sidewalk adjoining the premises located at 250 East Superior Street. Said canopy shall not exceed eighteen (18) feet in length, nor sixteen (16) feet in width and the lowest portion of same shall not be less than twelve (12) feet above the surface of the sidewalk at that location.
19. Maintain and use as now constructed the existing canopies over the sidewalk adjoining the premises located at 240 East Huron Street and 235 East Superior Street. Said canopy at 240 East Huron Street not to exceed sixty-one (61) feet in length, nor seven (7) feet in width. Said canopy at 235 East Superior Street not to exceed thirty-six (36) feet in length, nor five (5) feet in width and the lowest portion of said canopies shall not be less



than twelve (12) feet above the surface of the sidewalk at both said locations.

20. Construct and maintain nine (9) sample basins, each approximately sixty (60) inches in diameter for sampling and flow measurement of waste water. The locations of said sample basins shall be as follows:
  - a. Sample Basin located along East Superior Street approximately 241 feet west of the west line of North Fairbanks Court.
  - b. Sample Basin located along East Huron Street approximately 183 feet west of the west line of North Fairbanks Court.
  - c. Sample Basin located along the west line of North Fairbanks Court approximately 68 feet north of the north line of East Huron Street.
  - d. Sample Basin located along the west line of North Fairbanks Court approximately 134 feet south of the south line of East Superior Street.
  - e. Sample Basin located along the west side of North Fairbanks Court approximately 78 feet south of the south line of East Superior Street.
  - f. Sample Basin located along the south line of East Superior Street approximately 260 feet east of the east line of North Fairbanks Court.
  - g. Sample Basin located along the south line of East Superior Street approximately 275 feet east of the east line of North Fairbanks Court.
  - h. Sample Basin located along the north side of East Huron Street approximately 225 feet east of the east line of North Fairbanks Court.
  - i. Sample Basin located along the north side of East Huron Street approximately 405 feet east of the east line of North Fairbanks Court.

Authority herein granted for a period of five (5) years from and after February 24, 1993.

The location of said privileges shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way over or under 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 agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Fourteen Thousand Six Hundred Nine and no/100 Dollars (\$14,609.00) per annum, in advance. In case of termination of the privileges herein granted or the grantee transfers title or vacates the premises, 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. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair,

maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for these privileges, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privileges. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privileges being granted by this ordinance are covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue, Compensation Unit, no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify, keep and save harmless the City of Chicago, its agents, officers and employees for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written

acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawings attached to this ordinance printed on pages 31610 through 31613 of this Journal.]

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*Tishman Speyer Properties.*

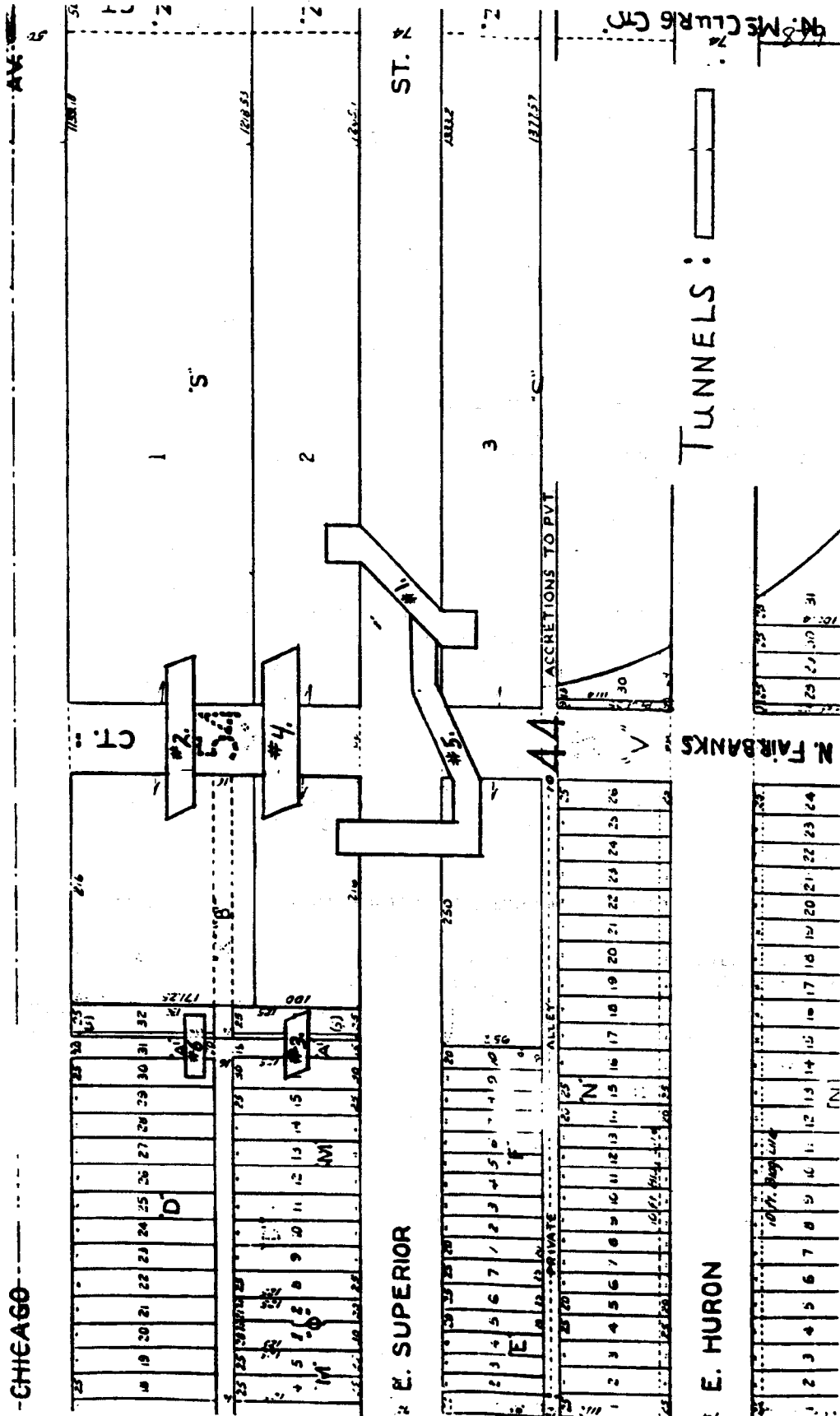
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Tishman Speyer Properties, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed subsurface vaulted area along the east side of South Wabash Avenue between East Monroe Street and East Adams Street and along the north side of East Adams Street from the east side of South Wabash Avenue to the alley east of South Wabash Avenue. The subsurface vaulted area on South Wabash Avenue between East Monroe Street and East Adams Street is to be approximately four hundred six (406) feet in length by a width of approximately ten (10) feet; said vaulted area is to be a total of 4,060 square feet. The dimensions for the vaulted area on the northside of East Adams Street are to be approximately one hundred eighty-one and eight tenths (181.8) feet in length by a width of twelve (12) feet extending east of East Adams Street to the north side public alley east of South Wabash Avenue, a total of 1,783.8 square feet; both of said vaults are to consist of a sum total of 5,849.9 square feet on both streets. Authority herein granted for a period of five (5) years from and after May 9, 1993.

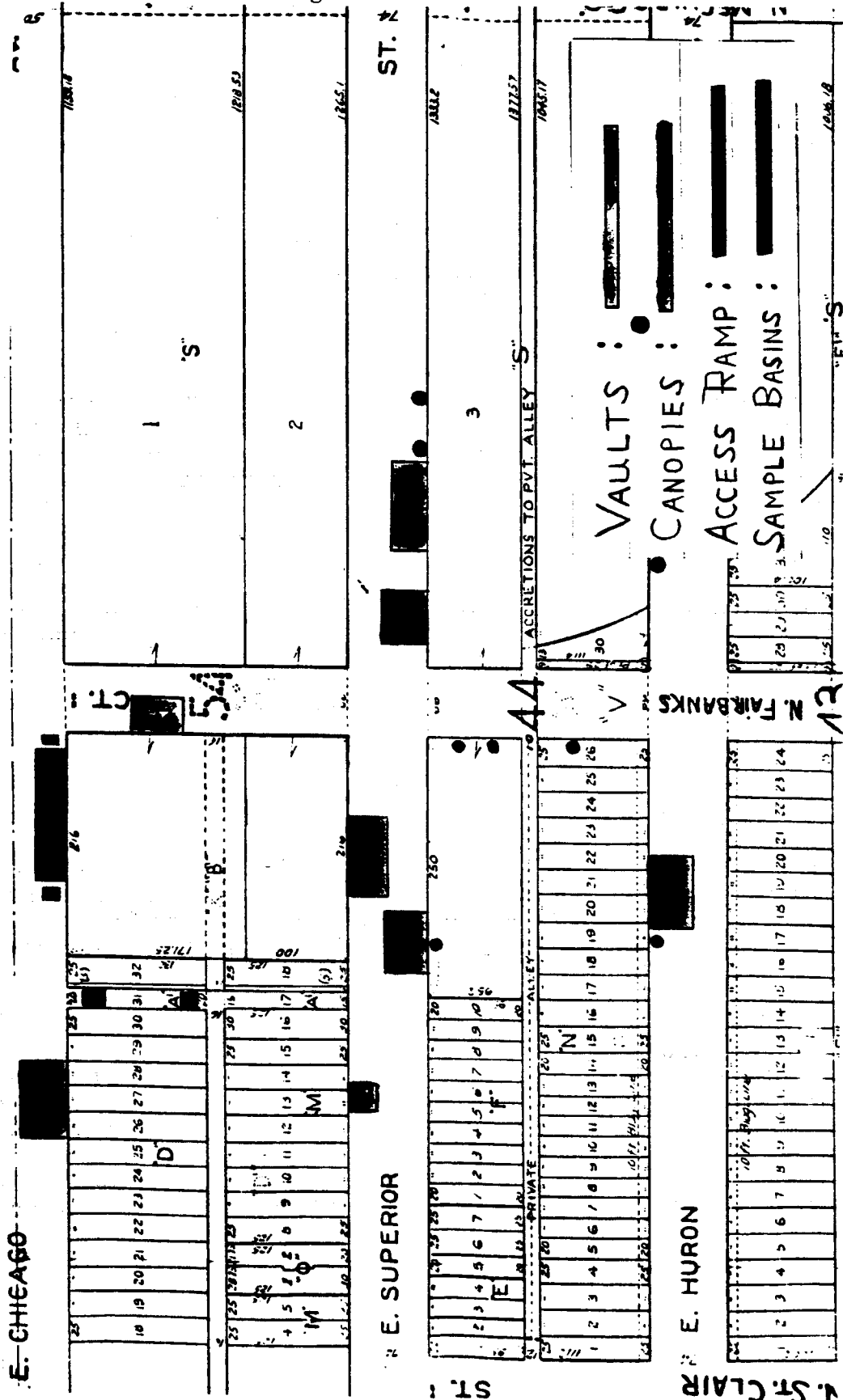
The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the 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 from public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 31614)

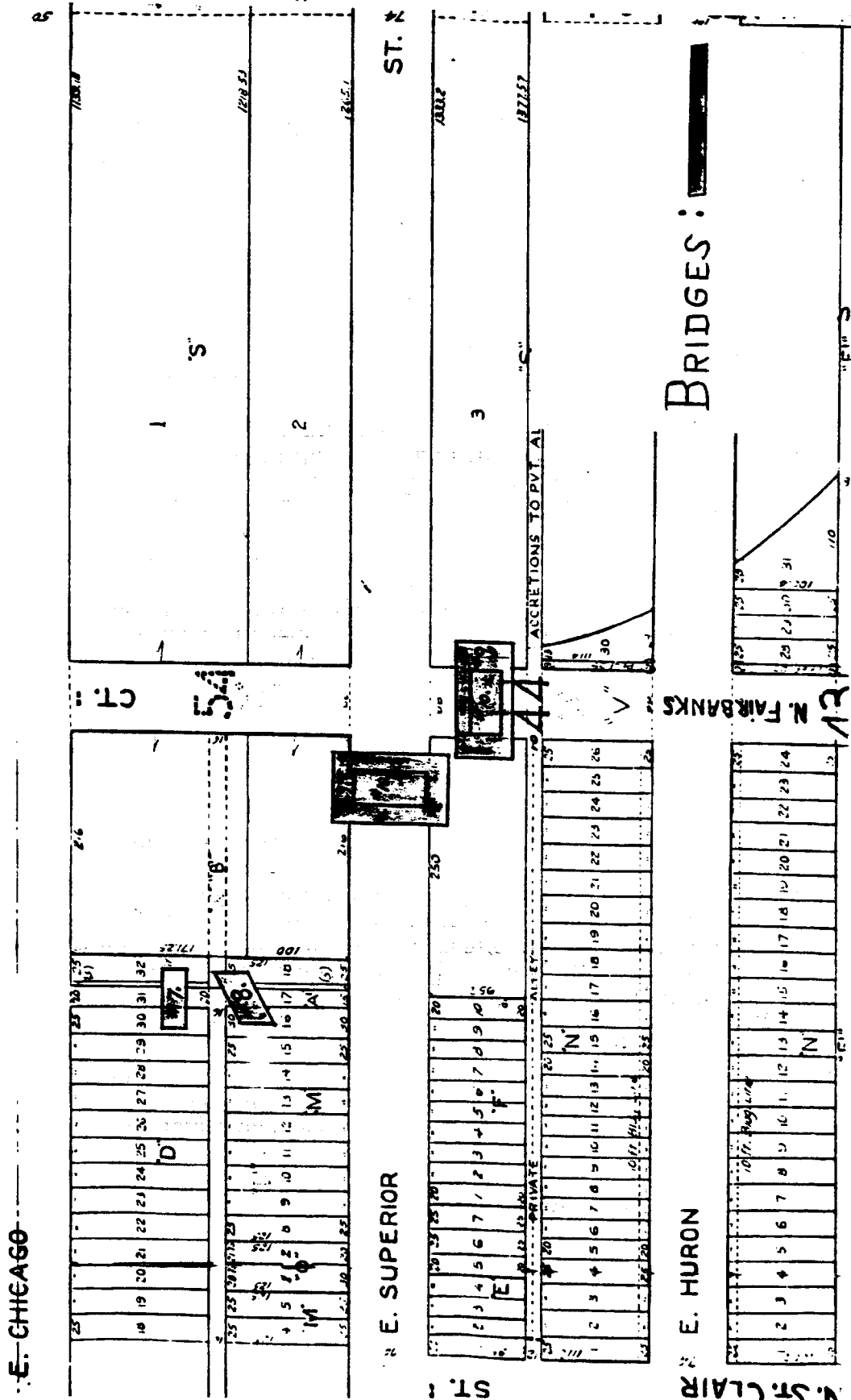
Ordinance associated with this drawing printed on pages 31599 through 31609 of this Journal.



Ordinance associated with this drawing printed on pages 31599 through 31609 of this Journal.



Ordinance associated with this drawing printed on pages 31599 through 31609 of this Journal.







(Continued from page 31609)

**SECTION 2.** The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Thousand Five Hundred Five and no/100 Dollars (\$7,505.00) 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.

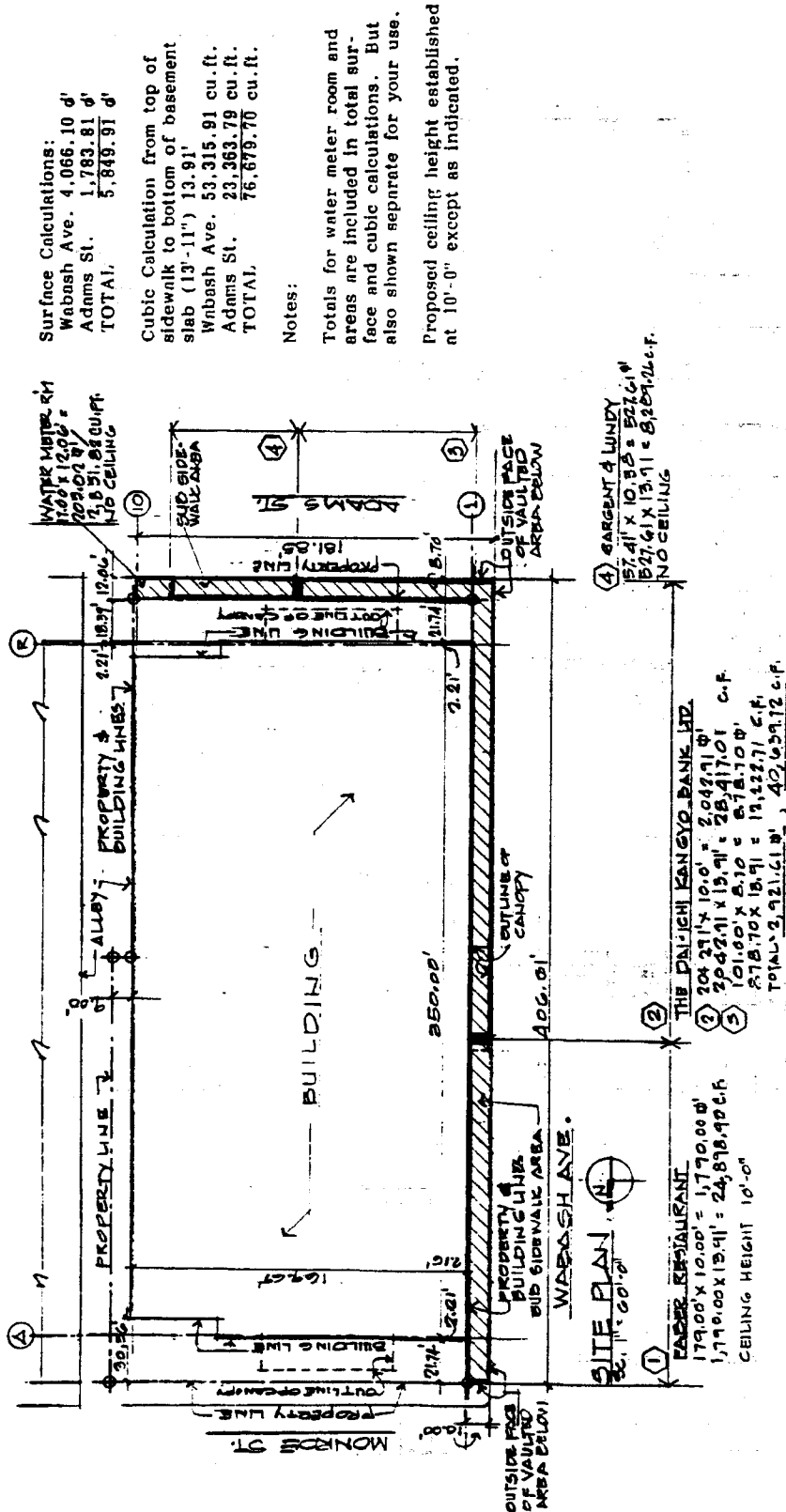
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 31616 of this Journal.]

Ordinance associated with this drawing printed on pages 31609 through 31615 of this Journal.



MID-CONTINENTAL PLAZA BUILDING  
 REVISED VAULTED AREA PLAN 2/10/83

SHAW AND ASSOCIATES ARCHITECTS - PLANNERS CHICAGO ILLINOIS

*The Travelers Insurance Co.*

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

SECTION 1. Permission and authority are hereby given and granted to The Travelers Insurance Co., upon the terms and subject to the conditions of this ordinance, to maintain as now constructed a concrete and steel ornamental portico. The dimensions of the portico are approximately three hundred sixty (360) feet in length, twelve (12) feet in width, and approximately thirty-two (32) feet in height. The portico is supported by eighteen (18) concrete and steel fluted columns which are approximately fifteen (15) feet in height, and are spaced at intervals of thirteen (13) feet. The portico is located on the west side of North Wacker Drive, from a point approximately fourteen (14) feet north of the north line of West Madison Street to a point approximately fourteen (14) feet south of the south line of West Washington Street. The ornamentation of the portico conforms with that of the forty-five (45) story building more commonly known as 20 North Wacker Drive. Said privilege shall continue to exist by authority herein granted for a period of five (5) years from and after January 28, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Thousand One Hundred Sixty-seven and no/100 Dollars (\$9,167.00) 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 31620 of this Journal.]

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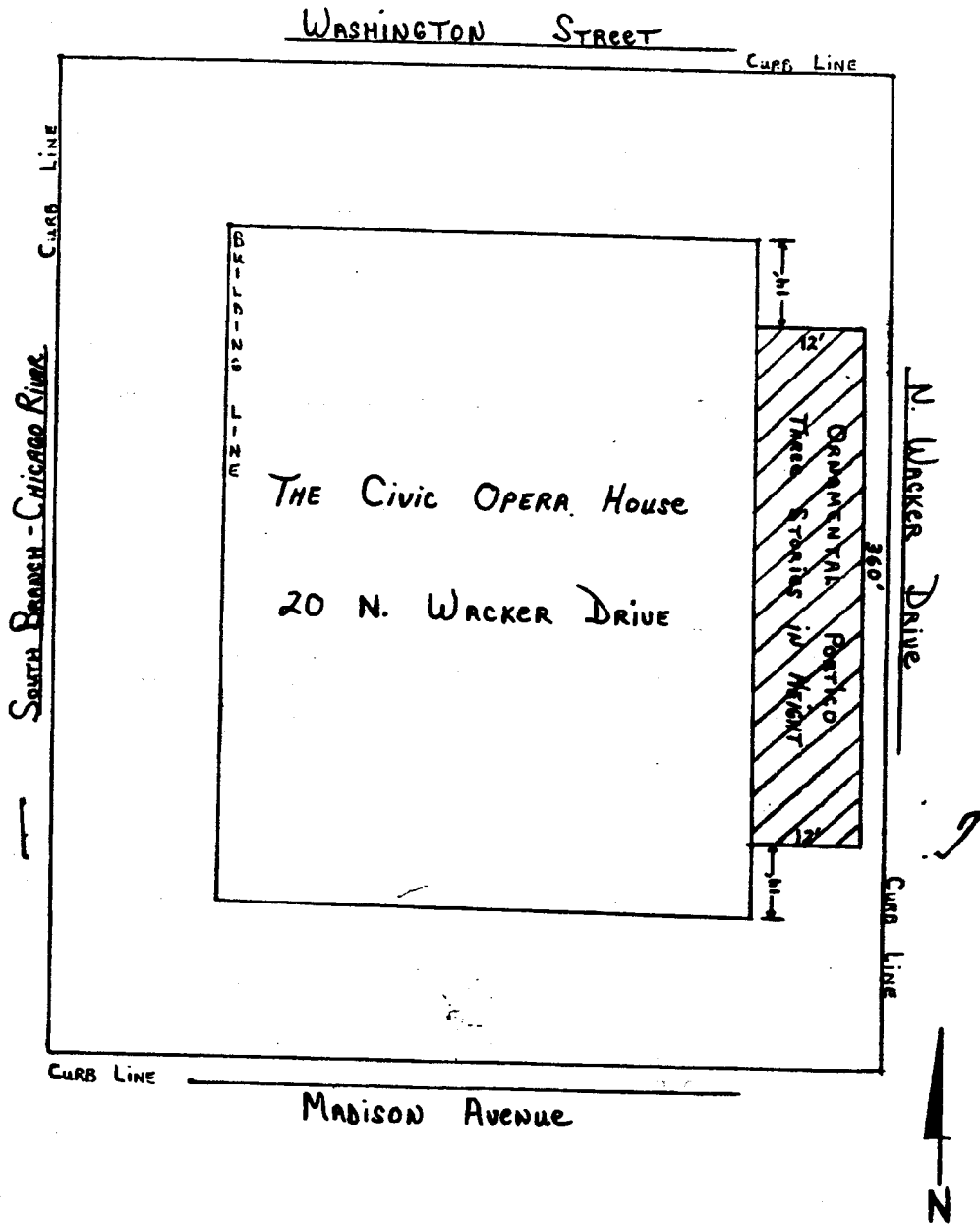
*25 East Washington Associates.*

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

SECTION 1. Permission and authority are hereby given and granted to 25 East Washington Associates, a limited partnership, as agent for LaSalle National Bank, under Trust Number 104096, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed

(Continued on page 31621)

Ordinance associated with this drawing printed on pages 31617 through 31619 of this Journal.



(Continued from page 31619)

subsurface space surrounding its building at 25 East Washington Street. Said subsurface is specifically described as follows:

**North Holden Court.**

Vaulted area shall be maintained under and along North Holden Court adjacent to 25 East Washington Street, protruding sixteen point five (16.5) feet under said public way, over a length of one hundred forty-three (143) feet, and at a depth of one (1) level.

**East Washington Street.**

Vaulted area shall be maintained under and along East Washington Street adjacent to 25 East Washington Street, protruding thirteen (13) feet under said public way, over a length of one hundred ninety (190) feet, and at a depth of three (3) levels.

A tunnel shall connect the first level of vaulted area under East Washington Street with the Marshall Field Building on the north side of East Washington Street. Said tunnel shall extend beyond the first level of vaulted area northerly an additional sixty-seven (67) feet, at a width of forty-eight (48) feet, and at a depth of one (1) foot.

Authority herein granted for a period of five (5) years from and after December 14, 1992.

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 from public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Twenty Thousand Eighty-two and no/100 Dollars (\$20,082.00) 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.

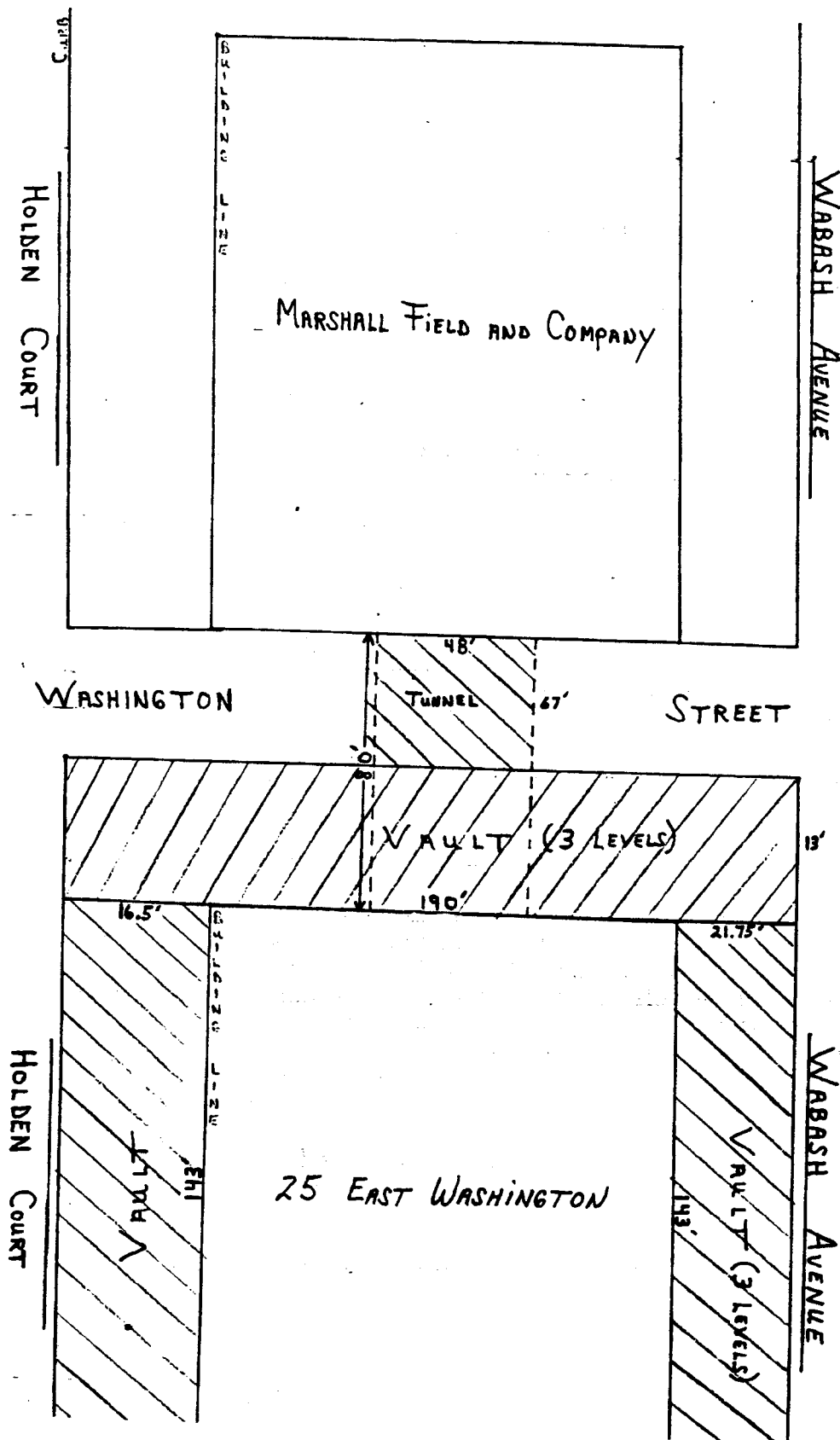
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 31624 of this Journal.]

Ordinance associated with this drawing printed on pages 31619 through 31623 of this Journal.



*420 West Grand Limited Partnership.*

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

SECTION 1. Permission and authority are hereby given and granted to 420 West Grand Limited Partnership, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) manhole grease separators in the public right-of-way along West Grand Avenue adjacent to the premises located at 420 West Grand Avenue. Said grease separators shall measure ten (10) feet in length and five (5) feet in width for a total of fifty (50) square feet of space to be used along the public right-of-way 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.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the

Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance,

operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawing attached to this ordinance printed on  
page 31628 of this Journal.]

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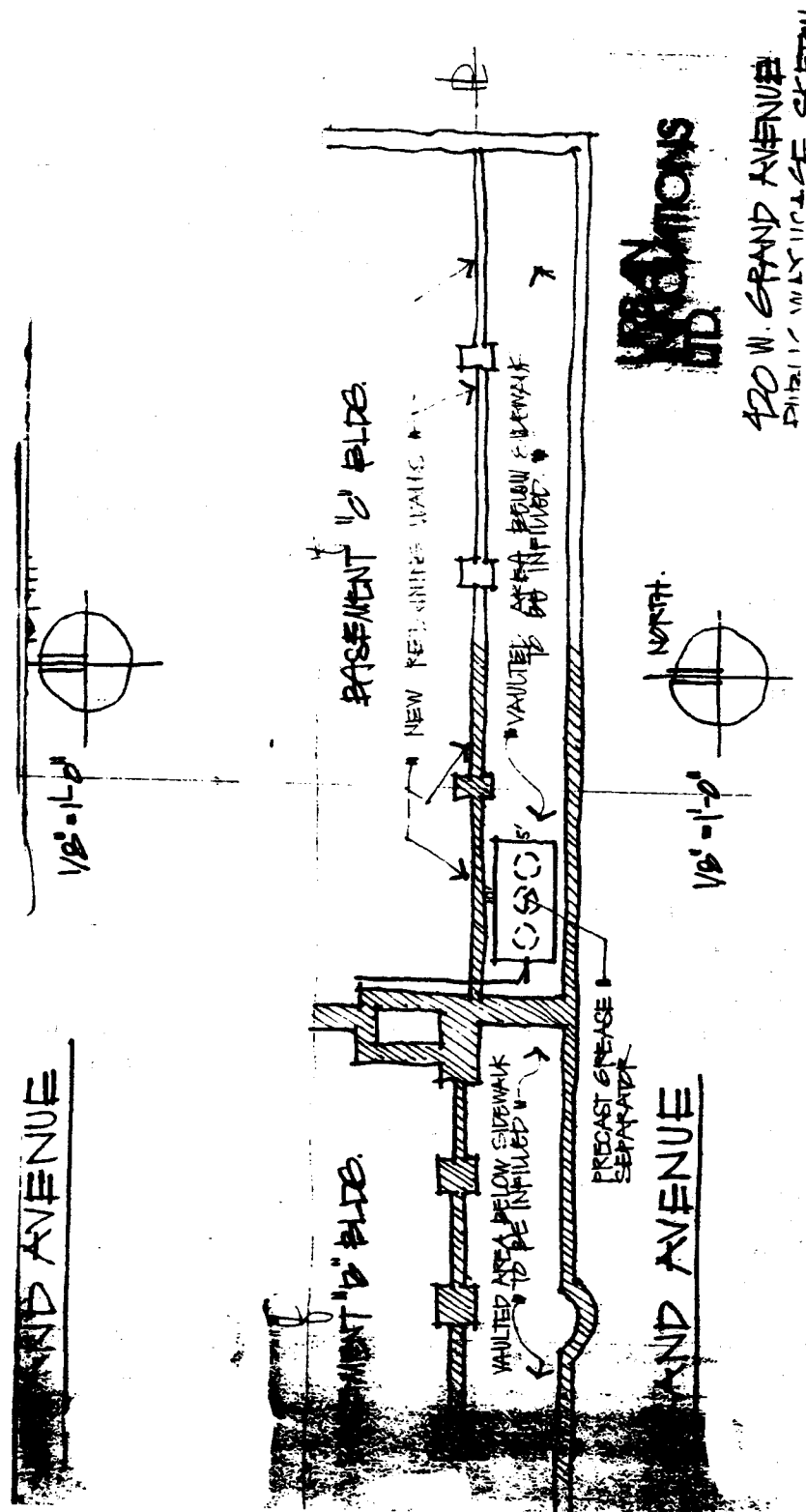
*1155 West Armitage Partner's.*

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

SECTION 1. Permission and authority are hereby given and granted to 1155 West Armitage Partner's, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use twenty (20) balconies over the public right-of-way along West Armitage Avenue and attached to the building known as 1155 West Armitage Avenue. Said balconies shall be located on floors 2, 3, 4 and 5 (five (5) on each floor), and each balcony shall measure nine (9) feet in length and three (3) feet in width for a total of five hundred forty (540) square feet of space being utilized over the public right-of-way.

(Continued on page 31629)

Ordinance associated with this drawing printed on pages 31625 through 31627 of this Journal.



(Continued from page 31627)

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 made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand and no/100 Dollars (\$1,000.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location,



construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue, Compensation Unit, no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The Permittee(s) shall also indemnify, keep and save harmless the City of Chicago, its agents, officers and employees for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 31632 of this Journal.]

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AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT  
OF PRIVILEGE TO AMERICAN NATIONAL BANK AND  
TRUST COMPANY, AS TRUSTEE, UNDER TRUST  
NUMBER 28443.

The Committee on Transportation and Public Way submitted the following report:

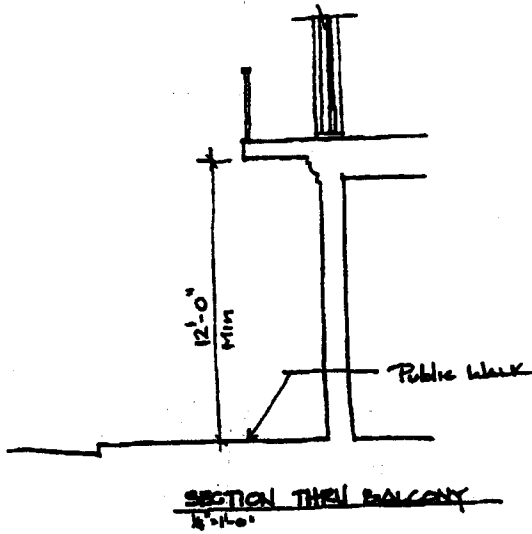
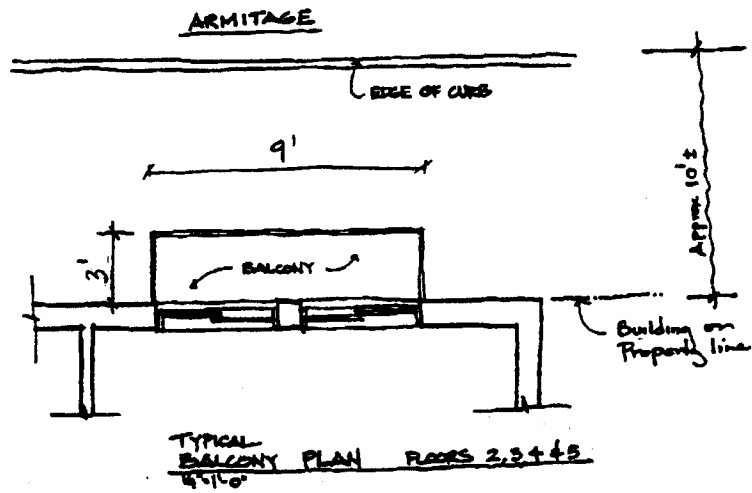
CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council on February 10, 1993 (Council Journal of Proceedings, pages 28632 -- 28636) by striking: "granted permission to American National Bank and Trust Company, as Trustee, under Trust Number 28443" and inserting: "MKDG/Buck Hotel Venture". Other amendments include changes in the dimensions of said project as well as changes in the compensation owed to the City of Chicago. This ordinance was referred to the committee on March 26, 1993.

(Continued on page 31633)

Ordinance associated with this drawing printed on pages 31627 through 31631 of this Journal.



ALL  
OVER  
ARMITAGE

1155 W. ARMITAGE  
No Scale

PHL  
10-2-92

(Continued from page 31631)

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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on February 10, 1993 (Council Journal of Proceedings, pages 28632 -- 28636) granting permission to American National Bank and Trust Company, as Trustee, under Trust Number 28443, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by:

A. striking out as printed, the following:

"granting permission to American National Bank and Trust Company, as Trustee, under Trust Number 28443"

B. and inserting in lieu thereof:

"MKDG/Buck Hotel Venture"

C. striking out as printed, the following:

(under East Ohio Street) "thirteen (13) feet, nine (9) inches in width, outside dimensions, or approximately one thousand three hundred thirty (1,330) square feet of space"

D. and inserting in lieu thereof:

"eleven (11) feet in width, outside dimensions, or approximately one thousand sixty-seven (1,067) square feet of space"

E. striking out as printed, the following:

"The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Twenty-seven Thousand Three Hundred Eighty-eight and no/100 Dollars (\$27,388.00) per annum, in advance"

F. and inserting in lieu thereof:

"The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Twenty-six Thousand Five Hundred Ninety-nine and no/100 Dollars (\$26,599.00) per annum, in advance".

SECTION 2. This ordinance shall take effect and be in force from and after the date of passage.

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AUTHORIZATION FOR GRANTS OF PRIVILEGE IN  
PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on March 26, 1993) to construct, maintain and use sundry canopies by various establishments.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*Ricorp, Inc. (Doing Business As Cavanaugh's): Canopies.*

*Ordered*, That the Director of Revenue is hereby authorized to issue a permit to Ricorp, Inc., doing business as Cavanaugh's ("Permittee") to construct, maintain and use six (6) canopies over the public right-of-way in West Jackson Boulevard attached to the building or structure located at 53 West Jackson Boulevard for a period of three (3) years from and after February 6, 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 5 at 18 feet by 3 feet, nor 1 at 18 feet by 3 feet.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred and no/100 Dollars (\$300.00) 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.

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*Digable Wave, Inc.: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Digable Wave, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 2562 North Clark 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 32 feet in length, nor 2 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.

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*Kisinko Worldwide, Inc.: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Kisinko Worldwide, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4838 South Pulaski 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 27 feet in length, nor 2 to 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-two and no/100 Dollars (\$52.00) 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.

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*Lake View East Bar & Grill, Inc.: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Lake View East Bar & Grill, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Broadway attached to the building or structure located at 3110 North Broadway 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 12 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

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*LaSalle-Division Medical Building Corp.: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to LaSalle-Division Medical Building Corp. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1200 North LaSalle 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 30 feet in length, nor 2 feet 6 inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

*Orbit Restaurant & Banquets: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Orbit Restaurant & Banquets ("Permittee") to construct, maintain and use 17 canopies over the public right-of-way in North Milwaukee Avenue attached to the building or structure located at 2934 -- 2954 North Milwaukee Avenue for a period of three (3) years from and after March 20, 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 13 at 10 feet to 15 feet and 2 at 4 feet, 6 inches, respectively, in length, nor 2 at 9 feet, 9 inches, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eight Hundred Fifty and no/100 Dollars (\$850.00) 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.

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*Ms. Carol Rodriguez: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Ms. Carol Rodriguez ("Permittee") to construct, maintain and use

three (3) canopies over the public right-of-way in South Ashland Avenue attached to the building or structure located at 4350 South Ashland Avenue for a period of three (3) years from and after March 20, 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 1 at 9 feet and 2 at 57 feet, respectively, in length, nor 4 feet, 18 inches, 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 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.

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*MJ & Partners Restaurant Limited Partnership: Canopies.*

*Ordered.* That the Director of Revenue is hereby authorized to issue a permit to MJ & Partners Restaurant, Limited Partnership ("Permittee") to maintain and use twenty-two (22) canopies over the public right-of-way in North LaSalle Street attached to the building or structure located at 500 North LaSalle 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 canopies shall not

exceed 21 at 6 feet, and 1 at 33 feet, respectively, in length, nor 21 at 4 feet and 1 at 12 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Thousand One Hundred Eight and no/100 Dollars (\$1,108.00) 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.

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*Mr. Sarjit S. Sikand: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Mr. Sarjit S. Sikand ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 1031 West Belmont 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 1 at 57 feet, 1 at 8 feet and 1 at 9 feet, respectively, in length, nor 1 at 2 feet and 2 at 6 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Eighty-two and no/100 Dollars (\$182.00) 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.

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*Starbuck's Coffee Corporation: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Starbuck's Coffee Corporation ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Wells Street attached to the building or structure located at 1533 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 4½ 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 prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employccs, 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.

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*Upper Deck Sports Bar: Canopy.*

*Ordered.* That the Director of Revenue is hereby authorized to issue a permit to Upper Deck Sports Bar ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2838 North Lincoln 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 20 feet in length, nor 2 feet, 6 inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

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*223 East Delaware Corp.: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to 223 East Delaware Corp. ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in East Delaware Place attached to the building or structure located at 223 East Delaware Place 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 25 feet in length, nor 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 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.



AUTHORIZATION FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 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* forty-three (43) proposed ordinances transmitted herewith (referred March 26, 1993) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*ABP Midwest, Inc. (Doing Business As Au  
Bon Pain, The French Bakery Cafe).  
(200 West Adams Street)*

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

SECTION 1. Permission and authority are hereby given and granted to ABP Midwest, Inc., doing business as Au Bon Pain, The French Bakery Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 200 West Adams Street. Said sidewalk cafe areas shall be fifty-eight (58) and nine (9) feet in length and both areas shall be seven (7) feet, six (6) inches in width, for a total of five hundred two (502) square feet and shall begin eight (8) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 5:00 P.M.

Compensation: \$703.00/Seating: 48.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*ABP Midwest, Inc. (Doing Business As Au Bon Pain,  
The French Bakery Cafe).  
(161 North Clark Street)*

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

SECTION 1. Permission and authority are hereby given and granted to ABP Midwest, Inc., doing business as Au Bon Pain, The French Bakery Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 161 North Clark Street. Said sidewalk cafe area shall be forty-three (43) feet in length and shall be seven (7) feet in width, for a total of three hundred one (301) square feet and shall begin ten (10) feet from the face of the curb line along West Randolph Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 5:00 P.M.

Compensation: \$1,168.00/Seating: 17.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and

other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 6.** This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*ABP Midwest, Inc. (Doing Business As Au Bon Pain,  
The French Bakery Cafe).  
(122 South Michigan Avenue)*

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

SECTION 1. Permission and authority are hereby given and granted to ABP Midwest, Inc., doing business as Au Bon Pain, The French Bakery Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 122 South Michigan Avenue. Said sidewalk cafe area shall be sixty-four (64) feet in length and shall be six (6) feet in width, for a total of three hundred eighty-four (384) square feet and shall begin eight (8) feet from the face of the curb line along East Adams Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 5:00 P.M.  
Saturday and Sunday, 8:00 A.M. to 4:00 P.M.

Compensation: \$1,490.00/Seating: 14.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until

the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.



SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*ABP Midwest, Inc. (Doing Business As Au Bon Pain,  
The French Bakery Cafe).  
(180 North Michigan Avenue)*

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

SECTION 1. Permission and authority are hereby given and granted to ABP Midwest, Inc., doing business as Au Bon Pain, The French Bakery Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 180 North Michigan Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and shall be seven (7) feet in width, for a total of one hundred forty (140) square feet and shall begin thirteen (13) feet from the face of the curb line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 7:00 P.M.  
Sunday, 8:00 A.M. to 5:00 P.M.

Compensation: \$544.00/Seating: 12.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance

company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Bice Of Chicago, Inc. (Doing Business As  
Bice Ristorante).*

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

SECTION 1. Permission and authority are hereby given and granted to Bice of Chicago, Inc., doing business as Bice Ristorante, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 158 East Ontario Street. Said sidewalk cafe area Number 1 shall be forty-one (41) feet in length and eight (8) feet in width, for a total of three hundred twenty-eight (328) square feet and shall begin eleven (11) feet from the face of the curb line along East Ontario Street. Cafe area Number 2 shall be fourteen (14) feet in length and eight (8) feet in width, for a total of one hundred twelve (112) square feet and shall begin eleven (11) feet from the face of the curb line along East Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$792.00/Seating: 50.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation

which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures

or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*MGRE 1001, Inc. (Doing Business As Boogie's Diner).*

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

SECTION 1. Permission and authority are hereby given and granted to MGRE 1001, Inc., doing business as Boogie's Diner, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 923 North Rush Street. Said sidewalk cafe area shall be seventy (70) feet in length and six (6) feet in width, for a total of four hundred twenty (420) square feet and shall begin seven (7) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: \$756.00/Seating: 36.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and

other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.



*Big Dog, Inc. (Doing Business As The Cactus Lounge).*

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

SECTION 1. Permission and authority are hereby given and granted to Big Dog, Inc., doing business as The Cactus Lounge, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 404 South Wells Street. Said sidewalk cafe area shall be twenty-seven (27) feet in length and nine (9) feet in width, for a total of two hundred forty-three (243) square feet and shall begin six (6) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 12:00 Midnight  
Sunday, 12:00 Noon to 12:00 Midnight

Compensation: \$341.00/Seating: 24.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993, through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Ms. Carol Menning (Doing Business As  
Cafe Avanti).*

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

SECTION 1. Permission and authority are hereby given and granted to Ms. Carol Menning, doing business as Cafe Avanti, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3706 North Southport Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and three (3) feet in width, for a total of sixty (60) square feet and shall begin nine (9) feet from the building line to the cafe border along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:30 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the

insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 6.** This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Coffee Chicago Ltd. (Doing Business As Coffee Chicago).*  
(3323 North Clark Street)

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

**SECTION 1.** Permission and authority are hereby given and granted to Coffee Chicago Ltd., doing business as Coffee Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3323 North Clark Street. Said sidewalk cafe area shall be twenty-six (26) feet in length and nine (9) feet in width, for a total of two hundred thirty-four (234) square feet and shall begin nine (9) feet, six (6) inches from the face of the curb line along West Buckingham Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 8:00 A.M. to 11:00 P.M.  
Friday and Saturday, 8:00 A.M. to 12:00 Midnight  
Sunday, 9:00 A.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the

City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction,

reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Coffee Chicago Ltd. (Doing Business As Coffee Chicago).*  
(828 North State Street)

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

SECTION 1. Permission and authority are hereby given and granted to Coffee Chicago Ltd., doing business as Coffee Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 828 North State Street. Said sidewalk cafe area shall be twenty (20) feet in length and sixteen (16) feet in width, for a total of three hundred twenty (320) square feet and shall begin eight (8) feet, six (6) inches from the face of the curb line along West Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 11:00 P.M.  
Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: \$576.00/Seating: 22.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of



Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of

Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Coffee Chicago Ltd. (Doing Business As Coffee Chicago).*  
(1561 North Wells Street)

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

SECTION 1. Permission and authority are hereby given and granted to Coffee Chicago Ltd., doing business as Coffee Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at

1561 North Wells Street. Said sidewalk cafe area shall be nineteen (19) feet in length and six (6) feet in width, for a total of one hundred fourteen (114) square feet and shall begin six (6) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 15.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing

said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Wheeling Edwardo's, Inc. (Doing Business As Edwardo's  
Natural Pizza Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Wheeling Edwardo's, Inc., doing business as Edwardo's Natural Pizza Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1321 East 57th Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and eight (8) feet in width, for a total of two hundred (200) square feet and shall begin six (6) feet from the face of the building line along East 57 Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.  
Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this

ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Flapjaw's Saloon Ltd. (Doing Business As Flapjaw's Saloon).*

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

SECTION 1. Permission and authority are hereby given and granted to Flapjaw's Saloon Ltd., doing business as Flapjaw's Saloon, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 22 East Pearson Street. Said sidewalk cafe area shall be forty-three (43) feet in length and thirteen (13) feet, six (6) inches in width, for a total of five hundred eighty-one (581) square feet and shall begin ten (10) feet from the face of the curb line along East Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.  
Sunday, 12:00 Noon to 8:00 P.M.

Compensation: \$1,046.00/Seating: 42.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and



employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Gold Coast Dogs, Incorporated (Doing Business As  
Gold Coast Dogs).*

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

SECTION 1. Permission and authority are hereby given and granted to Gold Coast Dogs, Incorporated, doing business as Gold Coast Dogs, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 418 North State Street. Said sidewalk cafe area shall be thirty (30) feet in length and seven (7) feet in width, for a total of two hundred ten (210) square feet and shall begin six (6) feet from the face of the curb line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: \$378.00/Seating: 24.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this

ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Golden Apple Restaurant, Inc.*

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

SECTION 1. Permission and authority are hereby given and granted to Golden Apple Restaurant, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2971 North Lincoln Avenue. Said sidewalk cafe area shall be forty-nine (49) feet in length and nine (9) feet, six (6) inches in width, for a total of four hundred sixty-six (466) square feet and shall begin eleven (11) feet, six (6) inches from the face of the curb line along West Wellington Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 12:00 Midnight  
Saturday and Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: \$317.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and

other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Govnor's Pub, Inc. (Doing Business  
As Govnor's Pub).*

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

SECTION 1. Permission and authority are hereby given and granted to Govnor's Pub, Inc., doing business as Govnor's Pub, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 207 North State Street. Said sidewalk cafe area shall be twenty-nine (29) feet, five (5) inches in length and twelve (12) feet in width, for a total of three hundred fifty-four (354) square feet and shall begin eleven (11) feet, seven (7) inches from the face of the curb line along North State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 12:00 Midnight

Compensation: \$1,374.00/Seating: 36.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until

the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.



SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Hawkeye's Bar And Grill, Inc. (Doing Business As Hawkeye's Bar And Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Hawkeye's Bar and Grill, Inc., doing business as Hawkeye's Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1458 West Taylor Street. Said sidewalk cafe area shall be fifty-six (56) feet in length and eight (8) feet in width, for a total of four hundred forty-eight (448) square feet and shall begin six (6) feet from the face of the curb line along South Laflin Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$305.00/Seating: 36.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and

other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*The Bagel Bakery Limited Partnership (Doing Business  
As Jacob Bros. Bagels).*

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

SECTION 1. Permission and authority are hereby given and granted to The Bagel Bakery Limited Partnership, doing business as Jacob Bros. Bagels, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 53 West Jackson Boulevard. Said sidewalk cafe area shall be ninety-two (92) feet in length and six (6) feet, six (6) inches in width, for a total of five hundred ninety-eight (598) square feet and shall begin nine (9) feet from the face of the curb line along South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 8:00 P.M.

Compensation: \$838.00/Seating: 60.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until

the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Java Jive Ltd. (Doing Business As Java Jive).*

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

SECTION 1. Permission and authority are hereby given and granted to Java Jive Ltd., doing business as Java Jive, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 909 West School Street. Said sidewalk cafe area shall be twenty-one (21) feet in length and ten (10) feet, eight (8) inches in width, for a total of two hundred twenty-seven (227) square feet and shall begin six (6) feet from the face of the curb line along West School Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the

insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Hilton Hotels Corporation (Doing Business As  
Kitty O'Sheas).*

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



SECTION 1. Permission and authority are hereby given and granted to Hilton Hotels Corporation, doing business as Kitty O'Sheas, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 720 South Michigan Avenue. Said sidewalk cafe area shall be eighty-five (85) feet in length and fourteen (14) feet in width, for a total of one thousand one hundred ninety (1,190) square feet and shall begin seventeen (17) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 7:00 P.M.

Compensation: \$1,666.00/Seating: 56.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of

Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come

against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Leona's Pizzeria, Inc. (Doing Business As Leona's).*  
(3215 North Sheffield Avenue)

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

SECTION 1. Permission and authority are hereby given and granted to Leona's Pizzeria, Inc., doing business as Leona's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3215 North Sheffield Avenue. Said sidewalk cafe area shall be sixty-four (64) feet in length and seven (7) feet, seven (7) inches in width, for a total of four hundred eighty-six (486) square feet and shall begin six (6) feet, three (3) inches from the face of the building line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 12:00 Midnight

Compensation: \$331.00/Seating: 16.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way

under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability,

Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Leona's Pizzeria, Inc. (Doing Business  
As Leona's Pizzeria).  
(6935 North Sheridan Road)*

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

SECTION 1. Permission and authority are hereby given and granted to Leona's Pizzeria, Inc., doing business as Leona's Pizzeria, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 6935 North Sheridan Road. Said sidewalk cafe area shall be ninety-five

(95) feet in length and eighteen (18) feet in width, for a total of one thousand seven hundred ten (1,710) square feet and shall have seven (7) feet of clear space from the face of the building line along West Morse Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 12:00 Midnight

Compensation: \$1,163.00/Seating: 60.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and

employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Meridien Hotels, Inc. (Doing Business As Le Meridien Chicago).*

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

SECTION 1. Permission and authority are hereby given and granted to Meridien Hotels, Inc., doing business as Le Meridien Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 21 East Bellevue Place. Said sidewalk cafe area shall be sixty-eight (68) feet in length and eight (8) feet, nine (9) inches in width, for a total of five hundred ninety-five (595) square feet and shall begin six (6) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$1,071.00/Seating: 48.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be no tables and chairs permitted along East Bellevue Place.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.



SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional

insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Lauter And Lauter, Inc. (Doing Business As The Lo-Cal Zone).*

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

SECTION 1. Permission and authority are hereby given and granted to Lauter and Lauter, Inc., doing business as The Lo-Cal Zone, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 912 North Rush Street. Said sidewalk cafe area shall be twenty-eight (28) feet in length and seven (7) feet in width, for a total of one hundred ninety-six (196) square feet and shall begin eight (8) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$353.00/Seating: 20.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including

judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*101 Grand Limited Partnership, 101 Grand, Inc. (Doing Business  
As Maggiano's Little Italy And Corner Bakery).*

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

SECTION 1. Permission and authority are hereby given and granted to 101 Grand Limited Partnership, 101 Grand, Inc., doing business as Maggiano's Little Italy and Corner Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 516 North Clark Street. Said sidewalk cafe area Number 1 shall be sixty-five (65) feet in length and seven (7) feet, six (6) inches in width, for a total of four hundred eighty-eight (488) square feet and shall begin eight (8) feet, six (6) inches from the face of the curb line along North Clark Street. Said sidewalk cafe area Number 2 shall be thirty-eight (38) feet in length and four (4) feet, six (6) inches in width, for a total of one hundred seventy-one (171) square feet and shall begin eleven (11) feet, six (6) inches from the face of the curb line along West Grand Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$1,186.00/Seating: 70.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free

from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the

granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Falcoma Corporation (Doing Business As Mama  
Falco Pizza And Italian Cuisine).*

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

SECTION 1. Permission and authority are hereby given and granted to Falcoma Corporation, doing business as Mama Falco Pizza and Italian Cuisine, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 5 North Wells Street. Said sidewalk cafe area shall be fifteen (15) feet in length and nine (9) feet in width, for a total of one hundred thirty-five (135) square feet and shall begin nine (9) feet from

the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 3:00 P.M.

Compensation: \$524.00/Seating: 25.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.



SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and

appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Moe's Corned Beef Cellar, Inc. (Doing Business As  
Moe's Deli Pub).*

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

SECTION 1. Permission and authority are hereby given and granted to Moe's Corned Beef Cellar, Inc., doing business as Moe's Deli Pub, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 611 North Rush Street. Said sidewalk cafe area shall be twenty-nine (29) feet, six (6) inches in length and seven (7) feet, six (6) inches in width, for a total of two hundred twenty-two (222) square feet and shall begin eight (8) feet, six (6) inches from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 6:30 A.M. to 11:00 P.M.  
Saturday and Sunday, 7:30 A.M. to 5:00 P.M.

Compensation: \$398.00/Seating: 16.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way

under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability,

Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Adlin, Inc. (Doing Business As  
Mucho Gusto Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Adlin, Inc., doing business as Mucho Gusto Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 700 North Dearborn Street. Said sidewalk cafe area shall be twenty-nine

(29) feet, six (6) inches in length and ten (10) feet, ten (10) inches in width, for a total of three hundred eighteen (318) square feet and shall begin six (6) feet from the face of the curb line along West Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 A.M. to 11:00 P.M.

Compensation: \$573.00/Seating: 24.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said

grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or

appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Nenad Ivich (Doing Business As  
Penny's Noodle Shop).*

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

SECTION 1. Permission and authority are hereby given and granted to Nenad Ivich, doing business as Penny's Noodle Shop, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3400 North Sheffield Avenue. Said sidewalk cafe area shall be thirty-four (34) feet in length and eight (8) feet in width, for a total of two hundred seventy-two (272) square feet and shall begin seven (7) feet from the face of the curb line along West Roscoe Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.  
Friday and Saturday, 11:00 A.M. to 10:30 P.M.

Compensation: \$300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this



ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Mr. Peter Georgiou (Doing Business As P.K.'s Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Peter Georgiou, doing business as P.K.'s Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 659 North State Street. Said sidewalk cafe area shall be forty-five (45) feet in length and fourteen (14) feet, six (6) inches in width, for a total of six hundred fifty-three (653) square feet and shall begin six (6) feet from the face of the curb line along East Erie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:00 A.M. to 4:30 P.M.

Compensation: \$1,175.00/Seating: 40.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair,

maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Chipati's (Doing Business As Pocket's).*

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

SECTION 1. Permission and authority are hereby given and granted to Chipati's, doing business as Pocket's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 75 West Chicago Avenue. Said sidewalk cafe area Number 1 shall be forty-five (45) feet in length and eight (8) feet in width, for a total of three hundred sixty (360) square feet and shall begin thirteen (13) feet from the face of the curb line along North Clark Street. Said sidewalk cafe area Number 2 shall be twenty-five (25) feet in length, eight (8) feet in width, and shall begin thirteen (13) feet from the face of the curb line along West Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$1,008.00/Seating: 25.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this

ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*The Plaza Hotel Company (Doing Business  
As Rue Saint Clair Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to The Plaza Hotel Company, doing business as Rue Saint Clair Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 162 East Ontario Street. Said sidewalk cafe area shall be ninety-six (96) feet in length and fourteen (14) feet in width, for a total of one thousand three hundred forty-four (1,344) square feet and shall begin six (6) feet from the face of the curb line along North Saint Clair Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$2,419.00/Seating: 100.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and

employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.



SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Starbuck's Coffee Company (Doing Business As Starbuck's Coffee).*  
(1001 West Armitage Avenue)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbuck's Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1001 West Armitage Avenue. Said sidewalk cafe area shall be fifteen (15) feet in length and four (4) feet in width, for a total of sixty (60) square feet and shall begin nine (9) feet, six (6) inches from the face of the curb line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 15.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until

the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Starbuck's Coffee.*  
(3358 North Broadway)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3358 North Broadway. Said sidewalk cafe area shall be twenty (20) feet in length and ten (10) feet in width, for a total of two hundred (200) square feet and shall begin eight (8) feet from the face of the curb line along West Roscoe Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the

insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Starbuck's Coffee Company (Doing Business As Starbuck's Coffee).*  
(617 West Diversey Avenue)

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

**SECTION 1.** Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbuck's Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 617 West Diversey Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and four (4) feet in width, for a total of eighty (80) square feet and shall begin six (6) feet from the face of the building line along West Diversey Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing

said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Starbuck's Coffee Company (Doing Business As Starbuck's Coffee).*  
(2200 North Halsted Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbuck's Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2200 North Halsted Street. Said sidewalk cafe area shall be twenty (20) feet in length and five (5) feet in width, for a total of one hundred (100) square feet and shall begin seven (7) feet from the face of the building line along West Webster Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the



grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance

coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Starbuck's Coffee Company (Doing Business As Starbuck's Coffee).*  
(401 East Ontario Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbuck's Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 401 East Ontario Street. Said sidewalk cafe area shall be twenty (20) feet in length and four (4) feet in width, for a total of eighty (80) square feet and shall begin twenty (20) feet from the face of the curb line along East Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 12.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk café.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair,

maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Starbuck's Coffee Company (Doing Business As Starbuck's).*  
(948 North Rush Street)

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

**SECTION 1.** Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbuck's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 948 North Rush Street. Said sidewalk cafe area shall be twenty-three (23) feet, in length and six (6) feet in width, for a total of one hundred thirty-eight (138) square feet and shall begin six (6) feet, six (6) inches from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

**Monday through Sunday, 8:00 A.M. to 10:00 P.M.**

**Compensation: \$300.00/Seating: 12.**

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the

grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance

coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Starbuck's Coffee Company (Doing Business As Starbuck's).*  
(600 North State Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbuck's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 600 North State Street. Said sidewalk cafe area shall be twenty (20) feet in length and four (4) feet in width, for a total of eighty (80) square feet and shall begin twenty (20) feet from the face of the curb line along North State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 12.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair,



maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Starbuck's Coffee Company (Doing Business As Starbuck's).*  
(1533 North Wells Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbuck's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1533 North Wells Street. Said sidewalk cafe area shall be twelve (12) feet, six (6) inches in length and ten (10) feet in width, for a total of one hundred twenty-five (125) square feet and shall begin six (6) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 20.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1,

in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30

days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*The Gold Coast Group Ltd. (Doing Business As The  
Talbot Hotel).*

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

SECTION 1. Permission and authority are hereby given and granted to The Gold Coast Group Ltd., doing business as The Talbot Hotel, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 20 East Delaware Place. Said sidewalk cafe area shall be sixty-eight (68) feet in length and nine (9) feet in width, for a total of six hundred-twelve (612) square feet and shall begin eight (8) feet from the face of the building and one and one-half (1½) feet from the face of the curb line along East Delaware Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$1,102.00/Seating: 48.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair,

maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*Sparta Gyros On Chicago, Inc. (Doing Business  
As Tony's Place).*

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

SECTION 1. Permission and authority are hereby given and granted to Sparta Gyros on Chicago, Inc., doing business as Tony's Place, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 22 East Chicago Avenue. Said sidewalk cafe area shall be seventeen (17) feet in length and sixteen (16) feet in width, for a total of two hundred seventy-two (272) square feet and shall begin six (6) feet from the face of the curb line along East Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: \$489.00/Seating: 24.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1,

in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30



days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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*West Egg Cafe On State Street Ltd. (Doing Business  
As West Egg Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to West Egg Cafe on State Street Ltd., doing business as West Egg Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1139 -- 1141 North State Street. Said sidewalk cafe area shall be thirty-three (33) feet in length and eight (8) feet in width, for a total of two hundred sixty-four (264) square feet and shall begin eight (8) feet from the face of the curb line along East Elm Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$476.00/Seating: 50.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair,

maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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AUTHORIZATION FOR ISSUANCE OF PERMITS TO  
BURBERRY'S LTD. FOR USE OF PUBLIC  
WAY ADJACENT TO 633 NORTH  
MICHIGAN AVENUE FOR  
BEAUTIFICATION  
PURPOSES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 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 March 26, 1993) for a grant of privilege in the public way to Burberry's Ltd., to install for beautification purposes trees, flowers, and shrubs in three (3) planter beds that shall be enclosed by a seventeen (17) inch black steel fence. Said planters shall measure twenty-two (22) feet, six (6) inches in length and twelve (12) feet in width for a total of eight hundred ten (810) square feet of space being used in the public way adjacent to the premises known as 633 North Michigan Avenue.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of the Department of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to Burberry's Ltd., to install for beautification purposes trees, flowers and shrubs in three (3) planter beds that shall be enclosed by a seventeen (17) inch black steel fence.

Said three (3) planter beds, as shown on prints hereto attached, shall be along North Michigan Avenue, and each shall measure twenty-two (22) feet, six (6) inches in length and twelve (12) feet in width for a total of eight hundred ten (810) square feet of space being used in the public right-of-way adjacent to the premises commonly known as 633 North Michigan Avenue. 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.

Ordinance attached to this order reads as follows:

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

Section 1. The location of said privileges shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way over or under 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 agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Zero and no/100 Dollars (\$-0-) per annum, in advance. In case of termination of the privileges herein granted or the grantee transfers title or vacates these premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

Section 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of these privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

Section 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for these privileges, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property

Damage, that may result from the granting of said privileges. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privileges being granted by this ordinance are covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue, Compensation Unit, no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

Section 5. The Permittee(s) shall also indemnify, keep and save harmless the City of Chicago, its agents, officers and employees for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

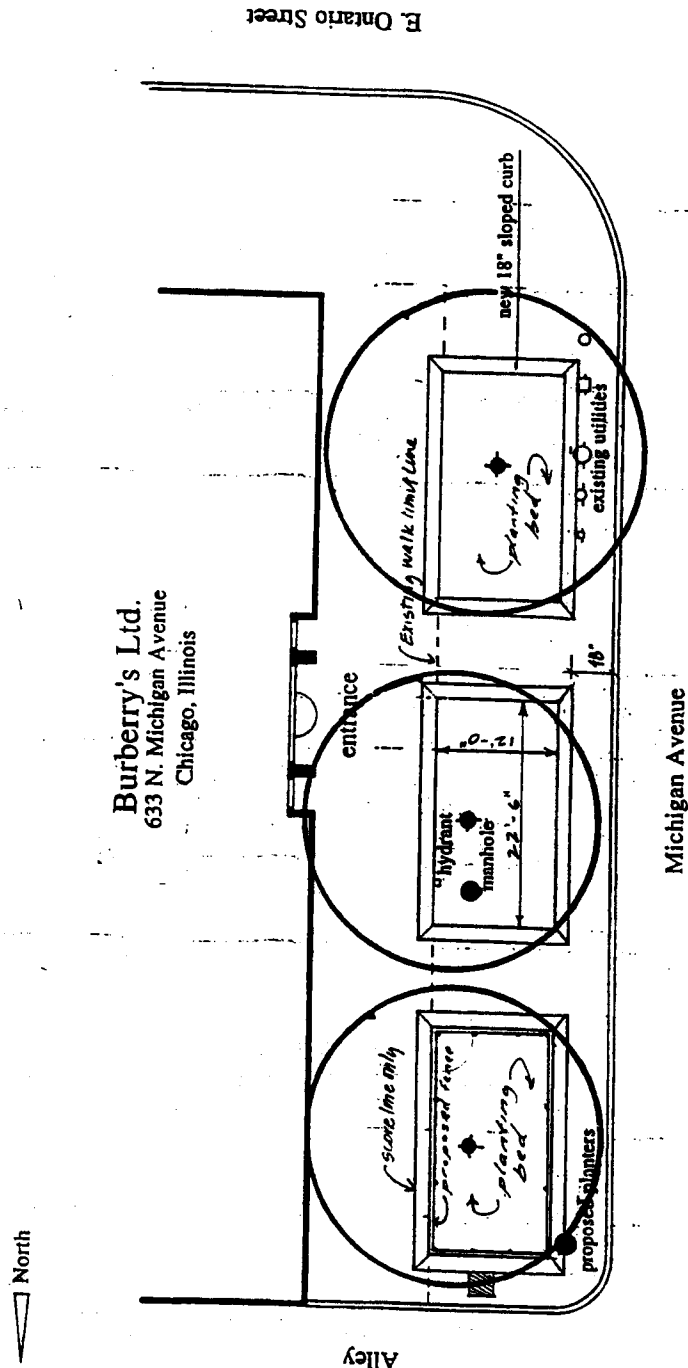
Section 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

Section 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

Section 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawings attached to this ordinance printed on pages  
31757 through 31758 of this Journal.]

Ordinance associated with this drawing printed on pages 31754 through 31756 of this Journal.



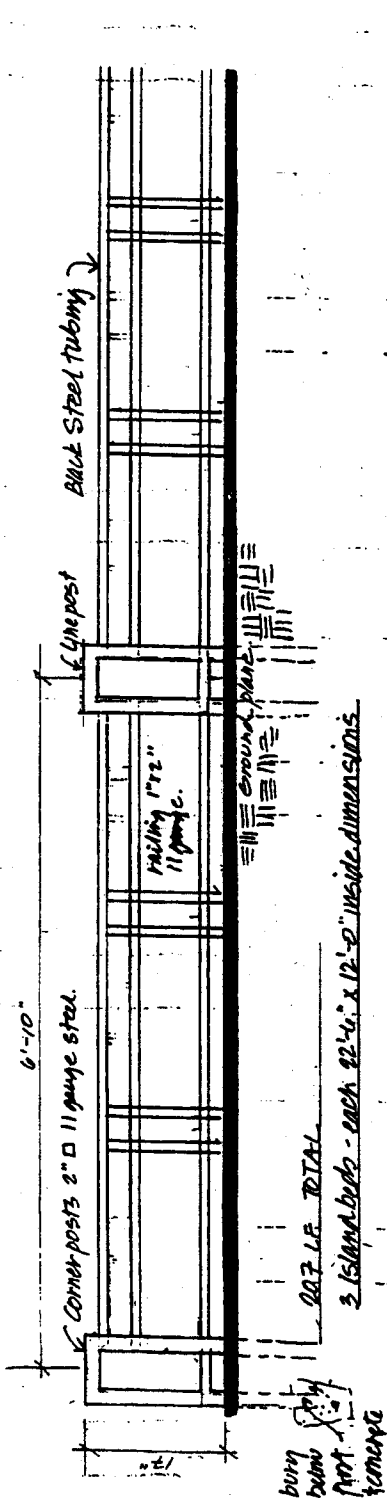
Burberry's Ltd.  
633 N. Michigan Avenue  
Chicago, Illinois

PLAN VIEW 3-9-93  
Island Bed Design

Doug Hoerr - F.S.L.P.  
708-926-9396



Ordinance associated with this drawing printed on pages 31754 through 31756 of this Journal.



Preliminary Fence/Railing Design

for: Burberry's Ltd  
633 N. Michigan Ave  
Chicago, IL

D.E. HOEER - ASLA - 900 924 9596  
924 9398 FAX

3-4-93

Job:	BURBERRY'S LTD. 633 N. Michigan Avenue Chicago, Illinois
Scale:	as noted

DESIGNATION OF LIMITED LOCAL ACCESS PUBLIC WAYS ON  
PORTIONS OF NORTH KENTON AVENUE AND WEST BELDEN  
AVENUE AND AUTHORIZATION FOR UNITED METAL  
FINISHERS, INC. TO INSTALL GATES AND SIGNS  
TO PREVENT FLY DUMPING ON SPECIFIED  
PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 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 Commissioner of Transportation to issue a permit authorizing United Metal Finishers, Inc. to enter the public ways and to construct and install gates, signs, and such other facilities as the Commissioner deems appropriate, in order to prevent further fly dumping on North Kenton Avenue between West Fullerton Avenue and West Palmer Street and on West Belden Avenue between North Kenton and North Knox Avenues. This ordinance was referred to the committee on March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays -- None.*

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

The following is said ordinance as passed:

**WHEREAS, Many streets and alleys in the City of Chicago ("City") are subject to repeated illegal dumping; and**

**WHEREAS, Increased patrols and monitoring by police and other City employees have yielded only marginal reductions in the illegal dumping; and**

**WHEREAS, The illegal dumping causes the City to incur significant and substantial expense in removing the illegally dumped debris, in increasing patrolling and enforcement under existing laws, and in increased public way maintenance, health care, rodent control and other public health and safety measures; and**

**WHEREAS, The prevention and reduction of illegal dumping reduces damage to private property and will result in increased real property values and business activity, as well as an enhanced quality of life, in areas currently affected by illegal dumping; and**

**WHEREAS, The City has identified portions of North Kenton Avenue and West Belden Avenue as subject to repeated illegal dumping; and**

**WHEREAS, The City desires to designate such public ways as Limited Local Access Public Ways, restricting access to the public way during the evening and early morning hours by means of gates; and**

**WHEREAS, United Metal Finishers, Inc. has agreed to install and operate such gates in accordance with the ordinances of the City of Chicago, including this ordinance; and**

**WHEREAS, The City desires to make such designation and authorize such installation and operation of such gates as a pilot program for the City; and**

**WHEREAS, The City of Chicago is a home rule unit municipality pursuant to Article VII, §6 of the Illinois Constitution of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and**

**WHEREAS, The prevention and reduction of illegal dumping is a matter pertaining to the government and affairs of the City; now, therefore,**

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

**SECTION 1.** That North Kenton Avenue between West Fullerton Avenue and West Palmer Street, and West Belden Avenue between North Kenton Avenue and North Knox Avenue (together, "Public Ways") are hereby designated as Limited Local Access Public Ways and shall be subject to the conditions and regulations set forth in this ordinance for a period of five (5) years from the effective date of this ordinance, or until termination of the designation by the Commissioner of Transportation as set forth in this ordinance.

**SECTION 2.** Upon receipt of the following:

- (1) evidence of consent of the owners of all of the property abutting the Public Ways ("Owners"); and
- (2) an agreement by each of the Owners to make all of such Owner's property which abuts the Public Ways subject to the terms and conditions of this ordinance for the duration of the designation, and to notify each and every purchaser, assignee, lessee, invitee, licensee, agent or employee ("Designee") of such Owner of the terms and conditions of this ordinance; and
- (3) such bond, deposit or assurances as the Commissioner of Transportation shall deem reasonable or appropriate to assure performance under this ordinance;

the Commissioner of Transportation is hereby authorized to issue to United Metal Finishers, Inc. ("United") a permit authorizing it to enter the Public Ways and to construct and install gates, signs and such other facilities, improvements and markings as the Commissioner of Transportation shall deem necessary and appropriate to regulate the Public Ways in accordance with this ordinance ("Facilities"). Such Facilities shall, at a minimum, consist of the following:

- (a) key-locking gates which prohibit vehicular access, such gates to be of a "break-way" design approved by the Commissioners of Fire and Transportation;

(b) a sign reading as follows:

Limited Local Access Public Way  
Access restricted at all times  
except 7:00 A.M. through 5:00 P.M.  
Monday through Friday  
No Parking Anytime

and providing such additional information that the Commissioner of Transportation shall specify. Such sign shall be placed at the West Belden Avenue entrance to the Public Ways.

Such construction and installation shall be subject to the approval of the Commissioner. Upon completion of the construction and installation of the Facilities, United shall provide keys to the Commissioners of Transportation, Streets and Sanitation, Water, Sewer, Fire and Police, and to all persons authorized by Section 5 of this ordinance.

SECTION 3. Upon satisfactory completion of the Facilities, the Commissioner of Transportation is authorized to inspect and to accept dedication of such Facilities on behalf of the City. Upon such acceptance of dedication by the Commissioner, such permit shall be deemed to authorize United to cause the gates to be opened and closed in accordance with this ordinance.

SECTION 4. Upon the acceptance of the dedication, and for the duration of the designation, United shall cause the gates to be closed and remain closed at all times except that United shall cause the gates located at the West Belden Avenue entrance to the Public Ways to be open and remain open between the hours of 7:00 A.M. and 5:00 P.M. on Mondays through Fridays; provided, however, that Grantee shall not interfere with access by persons or entities authorized to use the Public Ways pursuant to Section 5 of this ordinance. The Commissioner may direct that any of the gates be opened at such additional hours that the Commissioner shall deem reasonable to meet local traffic, utility or public service needs.

SECTION 5. Upon closing of all of the gates as provided above, vehicular access to the Public Ways shall be prohibited to all persons except the City, any utility designated by the Commissioner of Transportation, and any person or entity holding Use Permits pursuant to Section 6 of this ordinance ("Use Permittee") and the Designees of such persons or entities.

SECTION 6. The Commissioner of Transportation is hereby authorized to issue to any person or entity submitting an application a permit authorizing such person or entity to use the Public Ways when the gates are closed ("Use Permit"). Such application shall consist, at a minimum, of the following:

(a) an agreement by applicant not to convert any off-street parking facilities, lots or areas located on any property abutting or adjacent to the Public Ways to non-parking uses; and

(b) an agreement by applicant to comply and cause all of its Designees using the Public Ways to comply with all applicable laws, statutes, ordinances, regulations, rules, judicial orders and decrees, and all reasonable orders of the Commissioner of Transportation relating to the Public Ways. In addition, with respect to the use of the Public Ways by Use Permittees and their Designees, the Public Ways shall be deemed a "public accommodation" pursuant to Chapter 2-160 of the Municipal Code of Chicago; and

(c) such other documents and assurances as the Commissioner shall deem necessary or appropriate.

Any person or entity submitting an application in compliance with all terms and conditions of this Section shall be issued a Use Permit.

#### SECTION 7.

(a) The Commissioner of Transportation, in his or her discretion, may terminate either the designation of the Public Ways or any Use Permit, or both, before the expiration of the five year period, whenever the Commissioner finds:

- (1) a violation of any term or condition of this ordinance by a Use Permittee or its Designee, or by United; or
- (2) termination is necessary or appropriate to provide any utility or public service, or to protect the public health, safety, welfare or morals; or
- (3) the public use of the Public Ways requires such termination.

(b) Upon expiration or termination of the designation, the Commissioner shall notify United who shall, in compliance with the direction of the Commissioner, cause the Facilities to be removed or altered in such manner as to provide ordinary public use of the Public Ways. In the event that United shall fail to cause such work to be performed within 24 hours of the direction of the Commissioner, the Commissioner shall be authorized to undertake such work. In such case, United shall be responsible for and pay all costs incurred in connection with the removal or alteration of the Facilities.

SECTION 8. This ordinance shall take effect upon its passage and approval.

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VACATION OF PORTION OF PUBLIC ALLEY LYING NORTH  
OF WEST 31ST STREET BETWEEN SOUTH BONFIELD  
STREET AND SOUTH GRATTEN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 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 northeasterly 101 feet of the first northeasterly-southwesterly 12 foot public alley northerly of West 31st Street, lying between South Bonfield Street and South Gratten Avenue. This ordinance was referred to the committee on March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the northeasterly-southwesterly 12 foot public alley lying southerly of the southerly lines of Lot 37; lying northwesterly of the northwesterly lines of Lots 38 to 42, both inclusive; lying southwesterly of a line drawn from the southeast corner of Lot 37 to the northeast corner of Lot 42; and lying northeasterly of the southeastwardly extension of the southwesterly line of Lot 37 to the northwesterly line of Lot 38, all in C. J. Hull's Subdivision of Lot 6 in Block 26 in Canal Trustee's Subdivision of blocks in south fractional Section 29, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the northeasterly 101 feet of the first northeasterly/southwesterly 12 foot public alley northerly of West 31st Street lying between South Bonfield Street and South Gratten 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 Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduits, cables and associated equipment for the transmission and distribution of telephonic and associated services under, over and along all of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, 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, together with an attached drawing approved by the Superintendent of Maps.



SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed  
on page 31767 of this Journal.]

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TIME EXTENSION GRANTED TO ANTIOCH MISSIONARY BAPTIST  
CHURCH FOR VACATION AND DEDICATION OF PORTIONS  
OF PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST  
54TH PLACE, WEST GARFIELD BOULEVARD,  
SOUTH PEORIA STREET AND SOUTH  
HALSTED STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a time extension of 120 days for a vacation ordinance for Antioch Missionary Baptist Church. The original vacation ordinance was passed on July 29, 1992. This ordinance was referred to the committee on March 26, 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 31768)

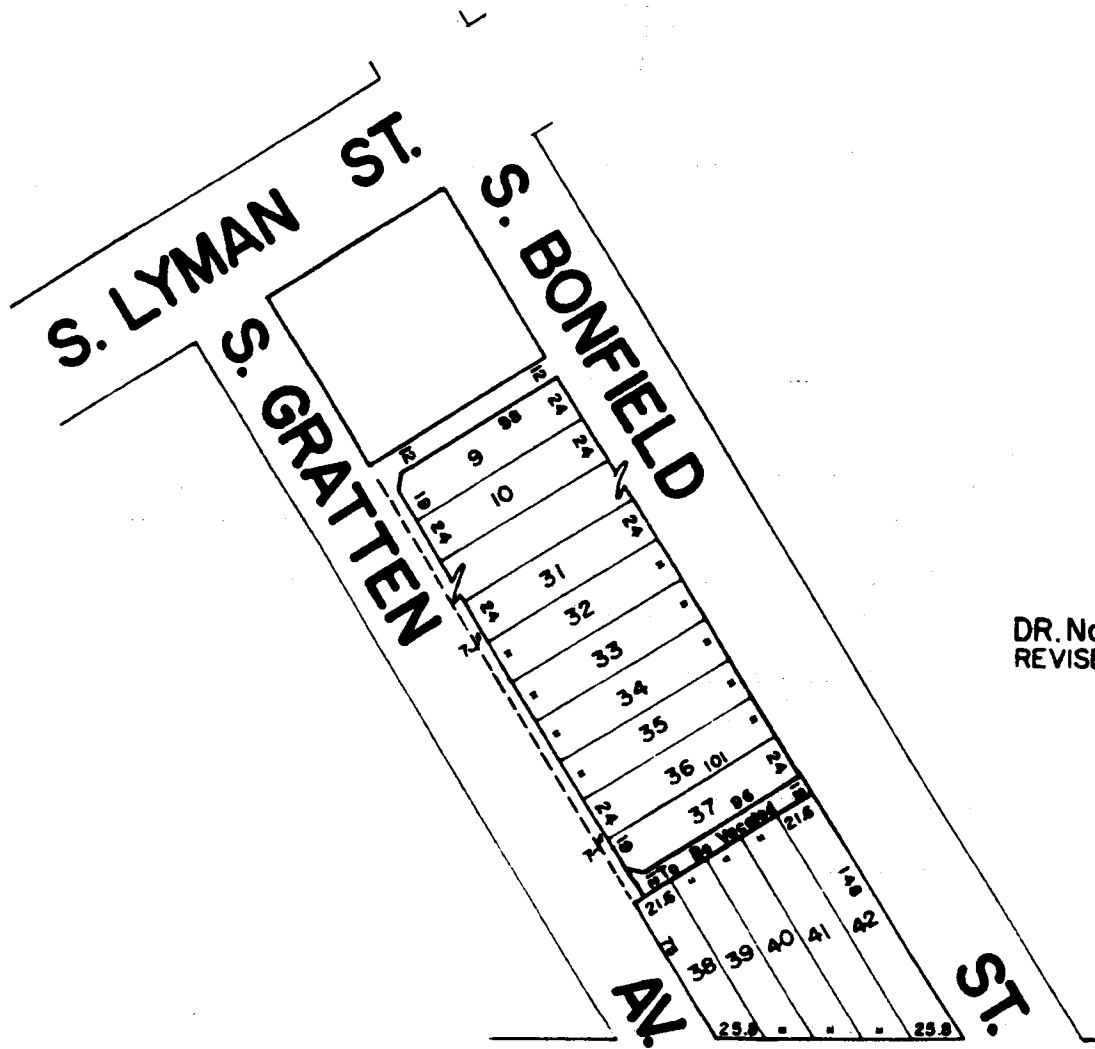
Ordinance associated with this drawing printed on pages 31765 through 31766 of this Journal.

"A"

C.J. Hull's Subdivision of Lot 6 in Block 26 in Canal Trustee's Subdivision of Blocks in South Fractional Section 29-39-14.

"B"

Ordinance for opening Sullivan Ct. now Gratten Av. from the South Terminus to 31<sup>ST</sup> ST. Passed Sept. 14, 1891. Ord. of Poss. Dec. 5, 1892. by Sup. Ct. Gen'l No. 136086. Rec. Jan. 20, 1893 Doc. 1803761



DR. No. 29-11-92-1685  
REVISED MAR. 30, 1993

W. 31<sup>ST</sup>

ST.

(Continued from page 31766)

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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The ordinance passed by the City Council July 29, 1992 (Council Journal of Proceedings, pages 20265 through 20269) providing for the "Vacation and dedication of public alleys in block bounded by West 54th Place, West Garfield Boulevard, South Peoria Street and South Halsted Street" was not recorded within the 120 day time period as provided for in said ordinance; and

WHEREAS, It is necessary to pass a new ordinance to extend the time for recording; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

**SECTION 1.** That all that part or the east/west 15 foot public alley lying south of the south line of Lots 13 to 18, both inclusive, in subdivision of Lot 20 in Hodgdon's Subdivision of Block 2 and part of Block 1 of Webster and Perkin's Subdivision of the east half of the southeast quarter of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian (except the north 132 rods and the south 8 rods thereof); lying north of the north line of Lots 1 to 6, both inclusive, in Bryant and Hodgdon's Resubdivision of the south 8 rods of the east half of the southeast quarter of Section 8, together with Lot 19 in subdivision of Lot 20 of Hodgdon's Subdivision of Block 2 and part of Block 1 of Webster and Perkin's

Subdivision of the east half of the southeast quarter of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian (except the north 132 rods and the south 8 rods thereof); lying east of a line drawn from the southwest corner of Lot 18 in subdivision of Lot 20 aforementioned to the northwest corner of Lot 1 in Bryant and Hodgdon's Resubdivision aforementioned; and lying west of the northwardly extension of the east line of Lot 6 in Bryant and Hodgdon's Resubdivision aforementioned; said part of public alley being further described as the west 150 feet of the east/west 15 foot public alley in the block bounded by West 54th Place, West Garfield Boulevard, South Peoria Street and South Halsted Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby 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 all of the public alley as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in said part of public alley as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of 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 all that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. Antioch Missionary Baptist Church hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of the public alley as herein vacated.

SECTION 4. Antioch Missionary Baptist Church shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

that part of Lots 12 and 13 (taken as a tract) in subdivision of Lot 20 of Hodgdon's Subdivision of Block 2 and part of Block 1 of Webster and Perkin's Subdivision of the east half of the southeast quarter of Section 8, Township 38 North, Range 14 (except the north 132 rods and the south 8 rods thereof); described as follows: lying east of the northwardly extension of the east line of Lot 6 in Bryant and Hodgdon's Resubdivision of the south 8 rods of the east half of the east half of the southeast quarter of Section 8 together with Lot 19 in subdivision of Lot 20 aforementioned; and lying west of a line 20 feet east of and parallel to the northwardly extension of the east line of Lot 6 aforementioned; as colored in yellow and indicated by the words "to be dedicated" on the aforementioned drawing.

SECTION 5. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Antioch Missionary Baptist Church shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of One and no/100 Dollars (\$1.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 120 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Peoria Street 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 6. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Antioch Missionary Baptist Church 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 Plat of Dedication for the public alley properly executed and acknowledged, showing the vacation and dedication herein provided for.

SECTION 7. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page  
31771 of this Journal.]

Ordinance associated with this drawing printed on pages 31768 through 31770 of this Journal.

"A"

Webster and Perkins' Sub. of the E. 1/2 of the S.E. 1/4 Sec. 8-38-14 (except the N. 132 Rods and the S. 8 Rods thereof) in Sec. 8-38-14.

"B"

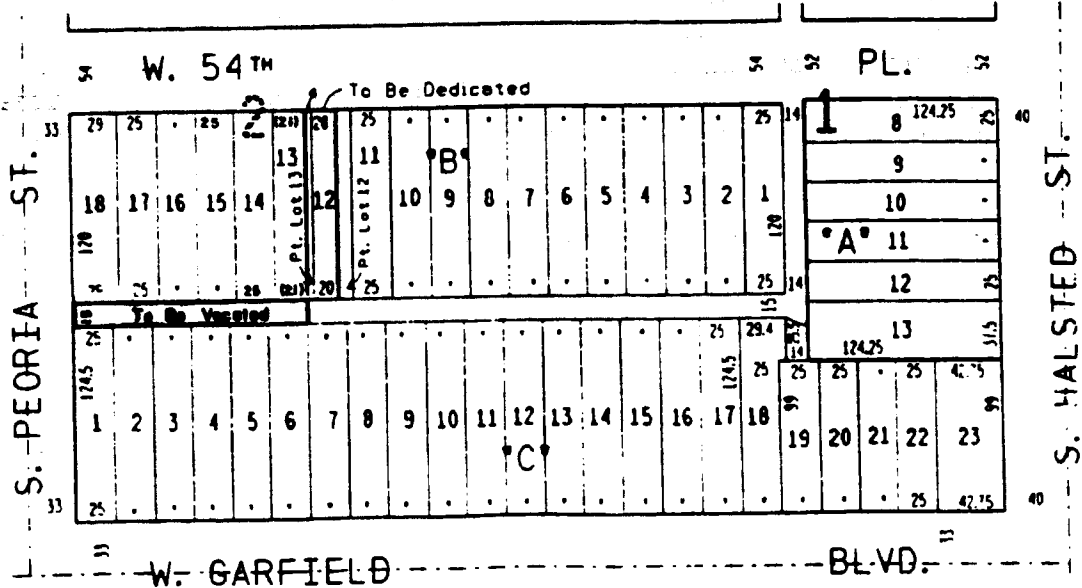
Sub. of Lot 20 of Hodgdon's Sub. of Blk. 2 and Part of Blk. 1 of Webster and Perkins' Sub. etc. (See "A").

"C"

Bryant and Hodgdon's ReSub. of the S.8 Rods of the E. 1/2 of the E. 1/2 of the S.E. 1/4 of Sec. 8 together with Lot 19 in Sub. of Lot 20 of Hodgdon's Sub. of Blk. 2 and Part of Blk.1 of Webster and Perkins' Sub. etc. (See "A").



Dr. No. 8-3-91-1603



ESTABLISHMENT OF BUS STAND ON PORTION OF  
EAST PEARSON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 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 March 26, 1993) pursuant to Section 9-64-140 of the Municipal Code of Chicago establishing a bus stand upon the public way in the area of East Pearson Street, from a point thirty (30) feet west of North Michigan Avenue to North Little Michigan Avenue.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

On motion of Alderman Huels, the said proposed 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1.** Pursuant to Section 9-64-140 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

**Public Way**

**Area**

East Pearson Street  
(South curb)

From a point 30 feet west of North  
Michigan Avenue to North Little  
Michigan Avenue.

**SECTION 2.** It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except a horse-drawn carriage between the hours of 7:00 P.M. and 2:00 A.M. the following day, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided for in the Municipal Code of Chicago.

**SECTION 3.** Any person violating the provisions of this ordinance shall be subject to the penalty provided for in the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars (\$200.00) for each offense".

**SECTION 4.** This ordinance shall be in full force and effect from and after passage and due publication.

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**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, April 19, 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 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 March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*Andy's Deli And Mikolajczyk Sausage Shop, Inc.*

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and

directed to exempt Andy's Deli and Mikolajczyk Sausage Shop, Inc. of 1737 West Division Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1115 North Hermitage Avenue.

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

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*Chicago Housing Authority.*  
(4458 North Magnolia Avenue)

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code (prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt the Chicago Housing Authority of 22 West Madison Street, Chicago, Illinois 60602, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4458 North Magnolia Avenue.

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

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*Chicago Housing Authority.*  
(4510 North Magnolia Avenue)

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code (prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt the Chicago Housing Authority of 22 West Madison Street, Chicago, Illinois 60602, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4510 North Magnolia Avenue.

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

*Mr. David J. Dubin.*

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

SECTION 1. Pursuant to the Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Mr. David J. Dubin of 1354 Laurel Avenue, Deerfield, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 735 North Throop Street.

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

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*First National Bank Of Chicago.*

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

SECTION 1. Pursuant to the Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt the First National Bank of Chicago from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for the property located at 6632 -- 6658 South Stony Island Avenue.

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

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**AUTHORIZATION FOR INSTALLATION OF "DR.  
ROBERT A. BAGGETT, SR. DRIVE" HONORARY  
STREET SIGNS ON PORTION OF  
WEST EDMAIRE STREET.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the necessary action to install "Dr. Robert A. Baggett, Sr. Drive" honorary street signs on West Edmaire Street, between South Vincennes Avenue and South Davol Street. This ordinance was referred to the committee on March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of West Edmaire Street, between South Vincennes Avenue and South Davol Street as "Dr. Robert A. Baggett, Sr. Drive".

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

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AUTHORIZATION FOR INSTALLATION OF "DR. D. RAYFORD BELL DRIVE" HONORARY STREET SIGNS ON PORTION OF SOUTH ASHLAND AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the necessary action to install "Dr. D. Rayford Bell Drive" honorary street signs on South Ashland Avenue, between West Madison Street and West Congress Parkway. This ordinance was referred to the committee on March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays -- None.*

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to an ordinance passed by the City Council December 3, 1984, and appearing on pages 11459 and 11460 of the Journal of Proceedings of the City Council of that date, authorizing erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Ashland Avenue, between West Madison Street and West Congress Parkway as "Dr. D. Rayford Bell Drive".

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

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AUTHORIZATION FOR INSTALLATION OF "REVEREND  
EARL CANNON DRIVE" HONORARY STREET  
SIGNS ON PORTION OF SOUTH  
CHAMPLAIN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the necessary action to install "Reverend Earl Cannon Drive" honorary street signs on South Champlain Avenue, between East 64th Street and East 65th Street. This ordinance was referred to the committee on March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Reverend Earl Cannon, Pastor Emeritus and founder of Vernon Baptist Church, 6400 South Champlain Avenue on Chicago's great south side, is a leader of great accomplishment who has taught, led and inspired thousands of worshipful followers over the past forty-seven years; and

WHEREAS, Vernon Baptist Church is a towering influence in its community, thanks to the leadership of Reverend Earl Cannon; now, therefore,

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

SECTION 1. That the City of Chicago Department of Transportation be authorized to allow honorary street signs for South Champlain Avenue, between East 64th Street and East 65th Street. The honorary signs shall designate this portion of South Champlain Avenue as "Reverend Earl Cannon Drive".

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

CONSIDERATION FOR INSTALLATION OF  
"REVEREND J. L. COLEMAN STREET"  
HONORARY STREET SIGNS ON  
PORTION OF WEST 65TH  
STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an order authorizing and directing the Commissioner of Transportation to take the necessary action to install "Reverend J. L. Coleman Street" honorary street signs on West 65th Street, from South Stewart Avenue to South Parnell Avenue. This order was referred to the committee on March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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



The following is said order as passed:

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West 65th Street, from South Stewart Avenue to South Parnell Avenue, memorializing the street to "Reverend J. L. Coleman Street".

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AUTHORIZATION FOR INSTALLATION OF  
"DR. ALVENIA M. FULTON DRIVE"  
HONORARY STREET SIGNS ON  
PORTION OF WEST 63RD  
STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the necessary action to install "Dr. Alvenia M. Fulton Drive" honorary street signs on West 63rd Street, between South Ashland Avenue and South Western Avenue. This ordinance was referred to the committee on March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Dr. Alvenia M. Fulton is a Chicagoan of world renown who has long been a pioneer and leader in the fields of holistic medicine and nutrition. Her many successes and awards attest to the international regard for her teachings and writings in quest of sound health practices. She is a part of Chicago's great legacy; now, therefore,

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

SECTION 1. That pursuant to an ordinance passed by the City Council December 3, 1984, and appearing on pages 11459 and 11460 of the Journal of Proceedings of the City Council of that date, authorizing erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of West 63rd Street, between South Ashland Avenue and South Western Avenue as "Dr. Alvenia M. Fulton Drive".

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

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**AUTHORIZATION FOR INSTALLATION OF "JOSEPH B. MEEGAN  
OVERPASS" HONORARY STREET SIGNS ON  
PORTION OF SOUTH DAMEN AVENUE.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the necessary action to install "Joseph B. Meegan Overpass" honorary street signs on South Damen Avenue, from 3700 south to 4700 south. This ordinance was referred to the committee on March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes the erection of honorary street name signs, the Commissioner of the Department of Transportation shall take the necessary action for standardization of South Damen Avenue, from 3700 south to 4700 south (commonly known as the "Damen Overpass") as the "Joseph B. Meegan Overpass".

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

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AUTHORIZATION FOR INSTALLATION OF "REV.  
FRANKLIN F.W. WILLIAMS AVENUE"  
HONORARY STREET SIGNS  
ON PORTION OF SOUTH  
KENWOOD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the necessary action to install "Rev. Franklin F.W. Williams Avenue" honorary street signs on South Kenwood Avenue, from East 61st Street to East 62nd Street. This ordinance was referred to the committee on March 26, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Reverend Franklin F.W. Williams, pastor of First Mount Calvary Missionary Baptist Church at 6111 South Kenwood Avenue, is a religious leader who has made a difference in his community; and

WHEREAS, First Mount Calvary has been a beacon in its south side neighborhood for over three decades, and Reverend Franklin F. W. Williams has been pastor there for almost a third of that time, providing comfort, counsel and inspiration to citizens from all walks of life with all kinds of difficulties and needs. He is a towering figure in his community; now, therefore,

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

SECTION 1. That pursuant to an ordinance passed by the City Council December 3, 1984, and appearing on pages 11459 and 11460 of the Journal of Proceedings of the City Council of that date, authorizing erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Kenwood Avenue, between East 61st Street and East 62nd Street as "Rev. Franklin F. W. Williams Avenue".

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

*Action Deferred* -- GRANT OF PRIVILEGE TO SCULPTURE CHICAGO  
TO INSTALL AND MAINTAIN GRANITE BOULDERS ON  
PUBLIC WAY IN AREA BOUNDED BY MAIN BRANCH  
AND SOUTH BRANCH OF CHICAGO  
RIVER, LAKE MICHIGAN AND  
HARRISON STREET.

The Committee on Transportation and Public Way submitted the following report which was, on motion of Alderman Steele and Alderman Shiller, *Deferred* and ordered published:

CHICAGO, April 19, 1993.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body pass a substitute ordinance granting permission and authority to Sculpture Chicago to install and maintain 100 granite boulders in the public way at the locations approved by the Commissioner of Transportation. Said boulders shall be located within the area bounded by the Main Branch and the South Branch of the Chicago River, Lake Michigan, East and West Harrison Street and the easterly extension thereof. This ordinance was referred to the committee on March 8, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with the exception of Alderman Steele, who voted no.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

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

**SECTION 1.** Permission and Authority are hereby granted to Sculpture Chicago upon the terms and subject to the conditions of this ordinance to install and maintain 100 granite boulders in the public ways at the locations approved by the Commissioner of Transportation located within the area bounded by the Main Branch and South Branch of the Chicago River, Lake Michigan, East and West Harrison Street and the easterly extension thereof. The Commissioner shall approve only those locations which do not substantially interfere with ordinary pedestrian, vehicular and utility use of the public ways. The boulders herein authorized to be located pursuant to such privilege 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 Transportation. The grantee shall keep that portion of the public way in, over, under or adjacent to said boulders in good condition and repair to the satisfaction of the Commissioner of Transportation.

**SECTION 2.** Permission and authority shall commence on May 10, 1993, and terminate on September 15, 1993. 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 Commissioner of Transportation 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 boulders placed in the public way and restore the public way where disturbed by said placement, maintenance or removal of said boulders to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code.

**SECTION 3.** In the event of failure, neglect or refusal of grantee to perform any of its obligations under this ordinance, the City, at the direction of the Commissioner of Transportation, 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 to or deposit with the City such amount, as directed.

**SECTION 4.** The grantee shall furnish to the Commissioner of Transportation, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than Two Million Dollars General Liability (One Million Dollars per occurrence) and One Million Dollars Automobile Liability with said insurance covering all

liability, arising from injury or death of persons or damage or destruction of property 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 the insurance policy. Certificates renewing such insurance coverages must be furnished to the Commissioner of Transportation 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 boulders described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** 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 the public way as herein permitted or required, including those arising from any personal injuries or death or damage or destruction of property.

**SECTION 6.** The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Commissioner of Transportation. 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 provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the Commissioner a written acceptance of the terms and conditions of this ordinance, and evidence of the required insurance coverage.

**SECTION 7.** The permission and authority granted by this ordinance shall not be assignable.

**SECTION 8.** This ordinance shall take effect and be in force from and after its passage and approval.



**JOINT COMMITTEE.****COMMITTEE ON FINANCE.****COMMITTEE ON HOUSING AND REAL ESTATE.**

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**APPROVAL OF SALE OF CERTAIN PARCELS OF LAND IN  
CENTRAL WEST REDEVELOPMENT AREA TO AND  
AUTHORIZATION FOR EXECUTION OF  
REDEVELOPMENT AGREEMENT  
WITH RUSH-PRESBYTERIAN  
ST. LUKE'S MEDICAL  
CENTER.**

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, April 22, 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 entering into a redevelopment agreement with Rush-Presbyterian St. Luke's Medical Center for the Central West Redevelopment 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,  
*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, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission ("Commission"); and

WHEREAS, The Commission is authorized to assume the functions of the former Department of Urban Renewal in the sale of land to promote the redevelopment of project areas; and

WHEREAS, The Central West Redevelopment Plan as amended, for the Central West Redevelopment Area ("Project Area") heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago ("City Council"); and

WHEREAS, The Commission has recommended the sale of certain parcels of land in an area bounded by Adams Street, Ogden Avenue, Wood Street and Jackson Boulevard ("Property") which are identified herein and more fully described on plats of survey available for inspection in the Department of Planning and Development to Rush-Presbyterian-St. Luke's Medical Center ("Developer") by Resolution No. 92-CDC-37; and

WHEREAS, The Developer proposes to redevelop the Property as a surface lot parking facility to serve its nearby medical facilities; and

WHEREAS, The proposed use is in accordance with the Central West Redevelopment Plan; and

WHEREAS, The City Council has considered the resolution of the Commission and the proposed sale of said Property as recommended therein, and it is the sense of the City Council that the sale is in furtherance of the Redevelopment Plan for the Project Area and should be approved; now, therefore,

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

**SECTION 1.** The sale recommended by the Community Development Commission of that Property in the Central West Redevelopment Area is hereby approved as follows:

Owner	Purchaser	Parcels	Permanent Index Numbers	Square Feet	Square Foot Price	Total Price
City of Chicago	Rush- Presbyterian- St. Luke's	53-5	17-18-220-016		\$5.75	
		53-6	17-18-220-015		5.75	
		53-7	17-18-220-012, 013, 014		5.75	
	Medical Center	53-8	17-18-220-011		5.75	
		53-9	17-18-220-010		5.75	
		53-10	17-18-220-009	48,788.2	5.75	\$280,532.15
		53-11	17-18-220-008		5.75	
		53-12	17-18-220-007		5.75	
		53-13	17-18-220-006		5.75	
		53-14	17-18-220-005		5.75	
		53-15	17-18-220-004		5.75	
		53-16	17-18-220-003		5.75	
		N/A	17-18-221-001	3,125.5	5.75	17,971.63
	N/A	17-18-221-005, 006	4,757.2	5.75	27,353.90	
	N/A	17-18-221-008	1,553.0	5.75	8,929.75	
	N/A	17-18-221-011	1,553.7	5.75	8,933.78	
	N/A	17-18-221-013	1,559.1	5.75	8,964.83	
N/A	17-18-221-017	<u>2,847.4</u>	5.75	<u>16,372.55</u>		
			64,184.1		\$369,058.60	
Private Parties	City of Chicago to acquire	53-1	17-18-220-019	4,839.7		
		53-2	17-18-220-018	2,198.5		
		53-20	17-18-221-002	3,126.6		
		53-21	17-18-221-003, 004	6,257.2		(Total actual cost of acquisition)
		53-24	17-18-221-007	1,597.9		
		53-26	17-18-221-009	1,553.2		
		53-27	17-18-221-010	1,553.5		
		53-29	17-18-221-012	1,554.0		
		53-31	17-18-221-020, 021, 022, 023	17,025.9		
		53-33	17-18-221-019	3,020.9		

SECTION 2. The Commissioner of Planning and Development, on behalf of the City of Chicago, is authorized to enter into a redevelopment agreement with the Developer for the property described in Section 1 above ("Property") which among other things shall provide the following:

- (1) The Developer shall pay the amount for the Property currently owned by the City of Chicago, as set forth in Section 1, above.
- (2) The Developer shall pay all costs incurred in connection with the City of Chicago's acquisition of the privately-owned Property, as set forth in Section 1, above.
- (3) The Developer shall redevelop the Property as a surface lot parking facility to serve its nearby medical facilities and such development shall be in accordance with the Central West Redevelopment Plan, as amended.
- (4) Any future use of the Property other than surface parking as provided herein shall be subject to the approval of the Commission or its successor agency.

SECTION 3. The Superintendent of Maps is hereby authorized to accept a deed for the revisionary rights to West Quincy Street between West Ogden Avenue and South Wood Street and the public alleys in the block bounded by West Quincy Street, South Wood Street, West Ogden Avenue and West Jackson Boulevard subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed or deeds and a redevelopment agreement as provided herein.

SECTION 5. This ordinance shall be effective upon its passage.

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**AGREED CALENDAR.**

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Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Mayor Daley, Aldermen Steele, Shaw, Buchanan, Jones, Murphy, Ocasio and Wojcik. 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, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

Sponsored by the elected city officers named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

*Presented By*

**THE HONORABLE RICHARD M. DALEY, MAYOR:**

***HONOR EXTENDED TO BURBANK ELEMENTARY SCHOOL  
STUDENTS TAYO ALAKA, ALYNA RODRIGUEZ AND  
GABRIELA LUGO FOR COMING TO AID  
OF STROKE VICTIM.***

WHEREAS, On Friday, March 12, 1993, a sixty-four year old Chicago resident, Mrs. Silver Fini, fell unconscious from a stroke as she swept the snow off the sidewalk in front of her home; and

WHEREAS, As she lay on the sidewalk, three eighth-grade students on their way to school at Burbank Elementary School rushed over to help her; and

WHEREAS, The three young women, Tayo Alaka, Alyna Rodriguez and Gabriela Lugo, cleared away the younger students, and sent someone to a nearby home to call an ambulance; and

WHEREAS, They took off their own coats in the freezing weather to cover Mrs. Fini, and continued to massage her hands and her neck while waiting for an ambulance; and

WHEREAS, Although Mrs. Fini died later at Resurrection Hospital, her husband and other members of her family credit Tayo Alaka, Alyna Rodriguez and Gabriela Lugo with keeping Mrs. Fini alive until the ambulance arrived; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this 22nd day of April, 1993, do hereby honor Tayo Alaka, Alyna Rodriguez and Gabriela Lugo for their heroic action; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Tayo Alaka, Alyna Rodriguez and Gabriela Lugo as a token of our esteem and admiration.

---

**CHICAGO ANTI-HUNGER FEDERATION HONORED  
FOR ITS TIRELESS EFFORTS TO COMBAT  
HUNGER IN CHICAGO.**

WHEREAS, The Chicago Anti-Hunger Federation and its predecessor body, the Anti-Hunger Committee of the Church Federation of Greater Chicago, has been fighting hunger since 1978 by providing food to its 125-member network of pantries and soup kitchens; and

WHEREAS, The Chicago Anti-Hunger Federation has fed 700,000 to 1,000,000 people per year for the last ten years; and

WHEREAS, From July, 1991 to June, 1992, the Chicago Anti-Hunger Federation distributed 3,279,896 pounds of food to 1,110 agencies to combat hunger in the Chicago area; and

WHEREAS, The Chicago Anti-Hunger Federation has organized the Nutrition Skills and Service Training Institute (N.S.S.T.I.) to provide hunger education to food pantry and soup kitchen staff; and

WHEREAS, The Chicago Anti-Hunger Federation has been one of the recipient agencies for the City of Chicago's "Sharing It" program, organized by the Mayor's Office of Special Events; and

WHEREAS, The Chicago Anti-Hunger Federation has been the main recipient agency for the "Ed Schwartz Food Drive"; and

WHEREAS, The Chicago Anti-Hunger Federation was honored in November, 1991, with the "1991 End Hunger Award" presented by Mayor Richard M. Daley; and

WHEREAS, The Chicago Anti-Hunger Federation is holding a celebrity fundraiser, "Sun Glasses at Night", on Friday, May 28, 1993, at The China Club in Chicago, to raise funds to support its continued anti-hunger efforts; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council, assembled this twenty-second day of April, 1993, commend the Chicago Anti-Hunger Federation and its predecessor body, the Anti-Hunger Committee of the Church Federation of Greater Chicago for its tireless efforts to combat hunger in the Chicago area; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Chicago Anti-Hunger Federation, as a token of our esteem.

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**GRATITUDE EXTENDED TO DR. KIMBERLY A. HOTT AND  
STAFF OF NORTHWESTERN MEMORIAL HOSPITAL,  
DEPARTMENT OF EMERGENCY MEDICINE,  
ON RESPONSE TO PAXTON HOTEL  
FIRE EMERGENCY.**

WHEREAS, The Paxton Hotel located on North LaSalle Street was destroyed by fire on March 16, 1993; and

WHEREAS, The fire, which began in the pre-dawn hours, took the lives of nineteen persons and caused serious injuries to many others among the hotel's residents and staff and the Chicago Fire Department personnel fighting the fire; and

WHEREAS, Emergency medical treatment of those injured in the fire was coordinated and supervised by the Emergency Medicine Department of Northwestern Memorial Hospital; and

WHEREAS, Staff of the Emergency Medicine Department of Northwestern Memorial Hospital, under the direction of Dr. Kimberly A. Hott, conducted evaluation of injuries based on information provided by Fire Department paramedics at the fire scene, provided advice to paramedics at the fire scene concerning the stabilization of injured patients and their transport to the appropriate facilities for treatment, and treated many of the injured in the Emergency Room of Northwestern Memorial Hospital; and

WHEREAS, Attending physicians, residents, nurses and technicians in the fields of emergency medicine, surgery, orthopedic medicine and

anesthesiology, through their extraordinary efforts, saved many lives and prevented the fire from being an even greater tragedy than it was; and

WHEREAS, All Chicagoans owe a debt of gratitude to Dr. Hott and the other fine medical professionals who responded so capably to this potentially overwhelming situation; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-second day of April, 1993, do hereby express our gratitude to Northwestern Memorial Hospital, its Department of Emergency Medicine, Dr. Kimberly A. Hott, and the other physicians, nurses and technicians who responded to the Paxton Hotel fire emergency; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Northwestern Memorial Hospital, its Department of Emergency Medicine and Dr. Kimberly A. Hott as a sign of our gratitude and esteem.

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*Presented By*

**ALDERMAN MAZOLA (1st Ward):**

**GRATITUDE EXTENDED TO MR. PAUL MORRIS FOR  
HIS DEVELOPMENT OF TRI-TAYLOR  
HISTORIC DISTRICT.**

WHEREAS, Paul Morris, whose Tri-Taylor Association achieved national recognition when the Tri-Taylor Historic District was established on Chicago's near west side, is leaving Chicago for other climes; and

WHEREAS, Paul Morris spearheaded a movement to promote his near west side neighborhood as a stable and desirable community and an asset to the adjacent medical center complex; and

WHEREAS, To that end, Paul Morris became a founding member of Tri-Taylor Associates and held the position of its president for five years. Under his leadership, there was a great improvement in housing and the general quality of living in this grateful near west side community. In achieving their goals, Paul Morris and Tri-Taylor Association worked closely with government officials, especially with Alderman Vito Marzullo of the then 25th Ward, and the City's Planning Department; and



WHEREAS, All Chicago owes a great debt to Paul Morris; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., express our extreme gratitude to Paul Morris for his perception and foresight in developing the Tri-Taylor Historic District, which has become registered on the National Register for Historic Places; and we extend to this fine visionary our most sincere wishes for his continuing success wherever he goes; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Paul Morris.

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*Presented By*

**ALDERMAN STEELE (6th Ward):**

**TRIBUTE TO LATE MR. MACK BUCKNER.**

WHEREAS, God in his infinite wisdom has called to his eternal reward Mack Buckner, beloved citizen and friend; and

WHEREAS, Born in Charleston, Missouri, August 6, 1913, Mack Buckner, who attended the University of Michigan in Ann Arbor, moved to Chicago in 1932. He was employed at the Malliable Steele Company for many years, and ultimately retired from Commonwealth Edison where he was an electrical engineer; and

WHEREAS, Mack Buckner leaves to mourn his lovely wife of almost fifty years, Dorothy Vivian, two sons, four grandchildren, and a host of other relatives and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our sorrow on the passing of Mack Buckner, 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. Mack Buckner.

**TRIBUTE TO LATE MR. FRANK LOWE BUTLER, SR.**

WHEREAS, God in his infinite wisdom has called to his eternal reward Frank Lowe Butler, Sr., beloved citizen and friend, April 1, 1993; and

WHEREAS, Born in Montgomery, Alabama, April 19, 1914, Frank Lowe Butler grew up in Chicago and attended Hayes Elementary School, McKinley High School and Lewis Institute. In 1937, he began working at Commonwealth Edison Company and was one of its first African-American employees. He remained there forty-two years until his retirement in 1979; and

WHEREAS, An avid sportsman and musician, Frank Lowe Butler was active in many organizations, as basketball player and coach, and as an accomplished singer. He was also a vital, contributing neighbor and friend in Chicago's Chesterfield community organizations, which he helped to integrate when he moved into that neighborhood forty-four years ago; and

WHEREAS, Frank Lowe Butler, Sr., leaves to mourn his loving wife, Christel; eleven of thirteen children born to his late wife, Gertrude; twenty-five grandchildren; five great-grandchildren and a host of other relatives and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our sorrow on the passing of Frank Lowe Butler, 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 the family of Frank Lowe Butler, Sr..

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**TRIBUTE TO LATE MRS. WILLA MAE CRUTCHFIELD THREAT.**

WHEREAS, God in his infinite wisdom has called to her eternal reward Willa Mae Crutchfield Threat, beloved citizen and friend; and

WHEREAS, Willa Mae Crutchfield was born May 1, 1902, in Georgia and moved to Chicago in 1925. A faithful member of Christ the King Lutheran Church for many years, she married the late Charles W. Threat and for many years lived in the 9300 block of South Eberhart Avenue, making many friends and contributing greatly to her community; and

WHEREAS, Willa Mae Crutchfield Threat leaves to mourn her son, Charles; her daughter-in-law, Mattie; five grandchildren; ten great-grandchildren; and a host of other relatives and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our sorrow on the passing of Willa Mae Crutchfield Threat, and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Willa Mae Crutchfield Threat.

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*Presented By*

**ALDERMAN BEAVERS (7th Ward):**

**CONGRATULATIONS EXTENDED TO CHICAGO POLICE ARTIST  
JOHN L. HOLMES ON HIS RETIREMENT AFTER TWENTY-  
EIGHT YEARS OF DEDICATED SERVICE.**

WHEREAS, Chicago Police Artist John L. Holmes is retiring after a distinguished twenty-eight year career in public service; and

WHEREAS, The older son of Charles A. and the late Ethel Holmes, John L. Holmes attended Farren Elementary School, Englewood High School, Wilson Junior College, Chicago Teachers College and has done graduate study in law enforcement at Chicago State University; and

WHEREAS, In 1978, Chicago Police Officer John L. Holmes became a recognized artist, and he was promoted to the position of Chicago Police Artist in 1980, and has served with great distinction and consequence until his retirement April 15, 1993; and

WHEREAS, Chicago Police Artist John L. Holmes has earned nationwide recognition for his sketches which have led to the identification, apprehension and conviction of many suspected criminals. Among his many honors, the Chicagoland Chamber of Commerce presented him with a Career Service Award, "Excellence in Crime Prevention" in 1983; and

WHEREAS, Chicago Police Artist John L. Holmes retires to spend quality time with his family, his three children and five grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our gratitude and our congratulations to Chicago Police Artist John L. Holmes as he retires from a career of distinguished public service and we extend to this fine citizen and his family 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 John L. Holmes.

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**CONGRATULATIONS EXTENDED TO CHICAGO POLICE SERGEANT  
CLARENCE TRAVIS ON HIS RETIREMENT AFTER THIRTY-  
ONE YEARS OF DEDICATED SERVICE.**

WHEREAS, Police Sergeant Clarence Travis, an outstanding citizen of this great City, has served Chicago with great distinction and commitment; and

WHEREAS, Sergeant Clarence Travis graduated from Fuller Grammar School and Wendell Phillips High School; and

WHEREAS, Sergeant Clarence Travis served honorably in the United States Army from 1953 to 1955; and

WHEREAS, Clarence Travis joined our great City of Chicago's Police Department in 1962. He retired March 12, 1993, after more than three decades of an outstanding career; and

WHEREAS, During his long career, Sergeant Clarence Travis served the Chicago Police Department diligently from 1962 when assigned to the 2nd District as a tactical officer, field training officer and six years as security for Jesse Jackson; (1973 -- 1980) Gang Crimes South Unit; (1980 -- 1982) Narcotics Unit, promoted to sergeant; (1982 -- 1984) Public Housing South, tactical sergeant; (1984 -- 1990) D.E.A. Task Force; (1990 -- 1991) assigned to Narcotics; (1991 -- 1993) assigned to 5th District; and

WHEREAS, Symbolizing the strength and solidity of family life, Sergeant Clarence Travis and his wife, Orenbee, and their five children, one daughter, Patricia Travis, a Chicago Police Officer is currently assigned to the 2nd District, celebrated this great occasion with family and many friends on April 7, 1993; 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 offer our heartiest

congratulations to Sergeant Clarence Travis on the occasion of his retirement, and express our gratitude to this fine citizen for his dedicated years of outstanding public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Sergeant Clarence Travis.

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*Presented By*

**ALDERMAN SHAW (9th Ward):**

**TRIBUTE TO LATE MRS. MARY HAMPTON.**

WHEREAS, God in his infinite wisdom has called to her eternal reward Mary Hampton, beloved matriarch, citizen and friend; and

WHEREAS, A Chicago resident since 1958, Mary Hampton was a native of Mississippi (born April 3, 1910) and was united in holy matrimony to the late Ben Hampton in January, 1926. To this union twelve children were born; and

WHEREAS, Known as Mother Hampton, Mary Hampton was a person of deep religious principle and belief, and touched many lives. She is survived by eight children, thirty-seven grandchildren, forty-four great-grandchildren, eleven great-great-grandchildren and a host of other relatives and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our sorrow on the passing of Mary Hampton, and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Mary Hampton.

*Presented By*

**ALDERMAN BUCHANAN (10th Ward):**

**CONGRATULATIONS EXTENDED TO FATHER  
CHRISTOPHER KRYMSKI, O.S.M. ON  
TENTH ANNIVERSARY OF HIS  
ORDINATION TO  
PRIESTHOOD.**

WHEREAS, Father Christopher Leonard Krymski, O.S.M., will celebrate the tenth anniversary of his ordination to the priesthood on May 1, 1993; and

WHEREAS, The Chicago City Council was informed of this historical and momentous event by Alderman John J. Buchanan; and

WHEREAS, Father Chris, as he is affectionately known to his parishioners, is the outstanding pastor of Annunciata Church on the east side of Chicago; and

WHEREAS, Father Chris was welcomed into the world on January 17, 1955 by his loving parents, Leonard Ted Krymski and Helen Rose Glogowski Krymski and his proud brother, Wesley Michael; and

WHEREAS, As a resident of the east side of Detroit, Michigan, Father Chris graduated from Saint John Berchmans Elementary School, was the salutatorian of the Class of 1973, and president of the National Honor Society of Servite High School; and

WHEREAS, His exemplary academic career continued as he was granted a bachelor's degree in psychology, summa cum laude, from the University of Detroit, December, 1976, followed by his entry into the Servite Formation Program with seminary studies in graduate theology at the University of St. Louis, Missouri; and

WHEREAS, Father Chris spent his novitiate year in Dublin, Ireland, and was awarded a master of divinity degree from the Catholic Theological Union, Chicago, in May, 1982, and he became solemn professed to the Order of Friar Servants of Mary with his first assignment being at Seven Holy Founders Parish, Afton, Missouri; and

WHEREAS, Following his ordination on April 30, 1983, at Our Lady of Sorrows Basilica, Chicago, by the Most Reverend Andre M. Cimichella, O.S.M., Auxiliary Bishop of Montreal, Canada, Father Chris continued his assignment at Seven Holy Founders Parish while pursuing further studies culminating in a bachelor of arts and a bachelor of fine arts degree in studio art from Fontbonne College, St. Louis, Missouri in May, 1986; and

WHEREAS, Father Chris was assigned to Annunciata Parish in May, 1986, and after becoming pastor in October, 1988 he forged a revitalization of parish spiritual, educational, and community activities; and

WHEREAS, His philosophy is to celebrate the life of God by instilling faith in his parishioners and encouraging participation in spiritual events such as the lively weekend liturgies and the annual Lenten Parish Mission, while fostering community involvement in parish events such as the Ethnic Fest, Thanksgiving Celebration and the Mardi Gras; and

WHEREAS, Father Chris has worked to build a strong parish elementary school with the school board and staff; and he provides leadership to a talented team of parish council members, parish staff and volunteers; and

WHEREAS, He serves as Trinity Council, Knights of Columbus chaplain, art instructor, "SMART (Saturday Morning ART) Program", member of the Fair Elms Civic League, Rowan Park Fieldhouse Committee and the East Side Library Expansion Committee while assisting senior citizens in travels to destinations such as Fatima, Rome and Lourdes; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby congratulate Father Christopher Krymski, O.S.M., on the occasion of the tenth anniversary of his ordination to the priesthood and do hereby wish him future success.

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*Presented By*

**ALDERMAN HUELS (11th Ward):**

**TRIBUTE TO LATE MR. WILLIAM P. GORDON, SR.**

WHEREAS, William P. Gordon, Sr. passed away on Friday, April 9, 1993, at the age of eighty-seven; and

WHEREAS, William P. Gordon, Sr. was born in the great City of Chicago and lived for many years in its 11th Ward, Bridgeport community; and

WHEREAS, William P. Gordon, Sr. founded Gordon Realty Company in 1929 at 809 West 35th Street where it has continued, family-owned and operated, for sixty-four years; and

WHEREAS, In the early years of Gordon Realty Company, during and after the Great Depression, it was through the generosity and keen business sense of William P. Gordon, Sr. that many families were able to own their first homes; and

WHEREAS, As a cornerstone of area development dating back more than forty years, William P. Gordon, Sr. took pride in watching his neighborhood and the city grow and prosper; and

WHEREAS, William P. Gordon, Sr. was an intelligent and generous man with a good eye for doing business and a kind heart for living life; and

WHEREAS, William P. Gordon, Sr., cherished husband of Adeline; and

WHEREAS, William P. Gordon, Sr., devoted father of William, Jr., M.D. (Virginia), Philip (Jean), Mary Beth (John) Dove, Barbara Jean Scheffler and Kathy (Stephen) Kula; and

WHEREAS, William P. Gordon, Sr., loving brother of John (Helen), Loretto and Monsignor Bernard Gordon; and

WHEREAS, William P. Gordon, Sr., adoring grandfather of sixteen grandchildren; and

WHEREAS, William P. Gordon, Sr., fond great-grandfather of four great-grandchildren; and

WHEREAS, William P. Gordon, Sr., dear uncle of many; and

WHEREAS, William P. Gordon, Sr., graduate of De LaSalle High School and;

WHEREAS, William P. Gordon, Sr., avid golfer; and

WHEREAS, William P. Gordon, Sr., will be dearly missed by the many family members and friends whose lives he touched; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-second day of April in 1993, do hereby mourn the death of William P. Gordon, Sr., and may we also extend our deepest sympathy to his many aggrieved family members and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of William P. Gordon, Sr..



*TRIBUTE TO LATE MR. LAURENCE J. KING.*

WHEREAS, Laurence J. King passed away on Saturday, April 10, 1993, at the age of eighty-two; and

WHEREAS, Laurence J. King was born in the great City of Chicago and was a lifelong resident of its 11th Ward, Bridgeport community; and

WHEREAS, Laurence J. King faithfully served as an employee of the Rock Island Railroad for fifty years; and

WHEREAS, Laurence J. King, cherished husband of the late Frances; and

WHEREAS, Laurence J. King, devoted father of Mary (Ronald, C.F.D.) McNicholas, John Patrick, Susan (Joseph) Wrubel, Janet (Malcolm, C.F.D.) McDermott and Darlene (Michael) Hill; and

WHEREAS, Laurence J. King, loving brother of Francis, the late Harold (Emily) and Alice (the late Tony) Gattone, and dear brother-in-law of Coletta (the late Edward) McQuaid; and

WHEREAS, Laurence J. King, adoring grandfather of ten grandchildren; and

WHEREAS, Laurence J. King, fond great-grandfather of five great-grandchildren; and

WHEREAS, Laurence J. King, an avid golfer and member of the Gin Mill Golf Club; and

WHEREAS, Laurence J. King, devout parishioner of Nativity of Our Lord Church; and

WHEREAS, His love for life and his ability to live it to the fullest endeared Laurence J. King to all those who knew him; and

WHEREAS, Laurence J. King will be greatly missed by the many family members and friends whose lives he touched; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-second day of April in 1993, do hereby mourn the death of Laurence J. King, and may we also extend our deepest sympathy to his many aggrieved family members and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Laurence J. King.

*TRIBUTE TO LATE MR. FRANK R. "MOJE" SORICH.*

WHEREAS, Frank R. "Moje" Sorich passed away on Easter Sunday, April 11, 1993, at the age of sixty-three; and

WHEREAS, Frank R. Sorich was born in the great City of Chicago and was a lifelong resident of its 11th Ward, Bridgeport community; and

WHEREAS, Frank R. Sorich was a loyal supporter of the City of Chicago and a great friend to the late Mayor Richard J. Daley; and

WHEREAS, Frank R. Sorich was a longtime associate of the 11th Ward Democratic Organization and a dear friend of Alderman Patrick M. Huels; and

WHEREAS, Frank R. Sorich was a faithful employee of both the City of Chicago and Cook County for many years; and

WHEREAS, Frank R. Sorich was a talented photographer responsible for many of the photographs taken of the late Mayor Richard J. Daley; and

WHEREAS, Frank R. Sorich, cherished husband of Jeanette "Jay" Olivo Sorich; and

WHEREAS, Frank R. Sorich, devoted father of Franky (Kevin) Statkus, Mary Therese (Michael) Kordelewski, John (Maureen) and Robert; and

WHEREAS, Frank R. Sorich, treasured son of the late Bozo and Agnes Sorich; and

WHEREAS, Frank R. Sorich, loving brother of Ann (Robert) Fitzgerald, Stanley "Slash" (Toni), Jane (John) Steinbach and the late Agnes Coles; and

WHEREAS, Frank R. Sorich, adoring grandfather of Ryan, Johnny, Jenna Marie and Samantha; and

WHEREAS, Frank R. Sorich, dear uncle of many nieces and nephews; and

WHEREAS, Frank R. Sorich was proud of his Croatian heritage; and

WHEREAS, Frank R. Sorich, devout parishioner of Nativity of Our Lord Church; and

WHEREAS, Frank R. Sorich, member of the Hamburg Athletic Association; and

WHEREAS, Frank R. Sorich, tried-and-true Chicago White Sox fan; and

WHEREAS, Frank R. Sorich, through his brave battle with a lengthy illness, provided a shining example of courage and selflessness which is an inspiration to all who were fortunate to know him; and

WHEREAS, Frank R. "Moje" Sorich will be greatly missed by the many family members and friends whose lives he touched; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-second day of April in 1993, do hereby mourn the death of our friend Frank R. Sorich, and may we also extend our deepest sympathy to his many aggrieved family members and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Frank R. Sorich.

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*TRIBUTE TO LATE MR. WILLIAM STUDTMAN.*

WHEREAS, William Studtman passed away on Thursday, April 15, 1993, at the age of seventy-five; and

WHEREAS, William Studtman was a longtime resident of the 11th Ward in the great City of Chicago; and

WHEREAS, William Studtman faithfully served the City of Chicago for many years as an employee of the Chicago Board of Education; and

WHEREAS, William Studtman, cherished husband of Frances (nee Barbaro); and

WHEREAS, William Studtman, devoted father of Eileen (Richard) Mensching; and

WHEREAS, William Studtman, adoring grandfather of Jeff and Christina; and

WHEREAS, William Studtman, dear brother-in-law of The Honorable Frank W. Barbaro, Presiding Judge of the Fourth District Circuit Court of Cook County; and

WHEREAS, William Studtman, proud veteran of World War II; and

WHEREAS, William Studtman will be dearly missed by the many family members and friends whose lives he touched; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-second day of April in 1993, do hereby mourn the death of William Studtman, and may we also extend our deepest sympathy to his many aggrieved family members and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of William Studtman.

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**CONGRATULATIONS EXTENDED TO MR. STEVE E. ADAMCZYK  
ON HIS SEVENTY-FIFTH BIRTHDAY AND FOR FIFTY  
YEARS OF CONTRIBUTIONS TO FIELD  
OF POLKA MUSIC.**

WHEREAS, Steve E. Adamczyk will jointly celebrate his seventy-fifth birthday on April 29, 1993, and his more than fifty years in the polka field; and

WHEREAS, Steve E. Adamczyk was born in the great City of Chicago on April 29, 1918, to the late Stephen and Lottie (nee Kazanecki) Adamczyk; and

WHEREAS, Steve E. Adamczyk discovered his interest in music at an early age while attending Saints Peter and Paul School, and his interest was encouraged and talent developed through the loving guidance of his parents; and

WHEREAS, Steve E. Adamczyk is regarded as one of the outstanding composers and arrangers in the polka field and has received an impressive number of awards and honors for his musical talent and contributions to polka music during the last half century; and

WHEREAS, Through the years, Steve E. Adamczyk and his band have performed throughout the Chicago area, including regular appearances at Pulaski Village, Polonia Grove, and at the beautiful Aragon and Trianon ballrooms; and

WHEREAS, The distinct polka sounds of Steve E. Adamczyk and his band have been recorded on numerous record albums, broadcast on countless radio and television shows, and heard live as far away as Poland where the Steve Adamczyk Orchestra toured in 1979; and

WHEREAS, Steve E. Adamczyk is a devout parishioner of Saints Peter and Paul Church where he has given freely of his time and talents, including singing in the choir for more than fifty years and serving as parish trustee, president of the Holy Name Society and president of the Saint Vincent DePaul Society; and

WHEREAS, Steve E. Adamczyk has enjoyed the strong support and encouragement of his dear wife Jeannette (nee Galas), whom he married on June 14, 1941, and their five children and eight grandchildren who are proud of his many accomplishments; and

WHEREAS, Steve E. Adamczyk's birth and talent will be celebrated at a gala double celebration on Sunday, April 25, 1993 at Polonia Banquets; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-second day of April in 1993, do hereby commend Steve E. Adamczyk for his fifty years of contributions to the polka field, and may we also extend our heartiest congratulations and best wishes as he celebrates his seventy-fifth birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Steve E. Adamczyk.

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**NATIVITY OF OUR LORD PARISH HONORED ON  
ITS ONE HUNDRED TWENTY-FIFTH  
ANNIVERSARY.**

WHEREAS, Nativity of Our Lord Parish celebrates one hundred twenty-five years of spiritual strength this year; and

WHEREAS, Nativity of Our Lord Parish has been a source of inspiration for thousands of Bridgeport parishioners since its establishment on Palm Sunday, April 5, 1868; and

WHEREAS, Nativity of Our Lord Parish was founded in a stable building at 39th and Halsted Streets where its first mass was held and from which its name, reminiscent of the Christ child's birth in a stable in Bethlehem, was derived; and

WHEREAS, Nativity of Our Lord Parish was pioneered to fulfill the spiritual needs of early immigrants and flourished through the faith and charity of its parishioners; and

WHEREAS, From this humble beginning, Nativity of Our Lord Parish grew with the City of Chicago, enduring and overcoming many hardships and enjoying many triumphs with the city through the changes of one hundred twenty-five years; and

WHEREAS, Nativity of Our Lord Parish has contributed not only to the spiritual growth of generations of young Chicagoans, but to their educational growth as well through its school which was opened in 1875 by the Sisters of Saint Joseph of Carondelete; and

WHEREAS, The more than 14,000 parishioners who presently seek spiritual guidance from Nativity of Our Lord Parish along with the additional thousands of parishioners who have sought and received such blessings in the past one hundred twenty-five years, reflect the continuity of religious life in the Bridgeport community; and

WHEREAS, The devout parishioners of Nativity of Our Lord Parish commemorated the one hundred twenty-fifth anniversary of their parish with an anniversary mass celebrated by Joseph Cardinal Bernardin on Sunday, April 18, 1993; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-second day of April in 1993, do hereby extend our sincerest gratitude for their contributions to the growth in faith of the City of Chicago to the clergy, nuns and the congregation of Nativity of Our Lord Church on the one hundred twenty-fifth anniversary of their parish, and may we also extend our warmest wishes for the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Reverend James Kehoe, pastor of Nativity of Our Lord Parish.

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*Presented By*

**ALDERMAN BURKE (14th Ward):**

**TRIBUTE TO LATE DR. JOHN J. BOEHM.**

WHEREAS, Almighty God in his infinite wisdom has called Dr. John J. Boehm to his eternal reward at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, During his long and distinguished career in pediatric medicine, Dr. Boehm held numerous positions, including the chief of the department of pediatrics at Wesley Memorial Hospital, director of newborn nurseries at Evanston Hospital and associate chairman of the pediatrics department at Northwestern University Medical School; and

WHEREAS, Dr. Boehm also devoted much time and energy to the Misericordia Heart of Mercy; and

WHEREAS, Dr. Boehm received the Daggert-Harvey Award from the Chicago Maternity Center in recognition of his teaching, research and patient care to improve maternal and infant care; and

WHEREAS, Dr. Boehm founded the Special Care Nursery in Prentice Women's Hospital of Northwestern Memorial Hospital and served as chief of the division of neonatology; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Dr. Boehm to his family members, friends, and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Dr. Boehm 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 twenty-second day of April, 1993, do hereby commemorate Dr. John J. Boehm for his fruitful life and years of dedicated service, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Dr. John J. Boehm.

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*TRIBUTE TO LATE REVEREND JAMES A. CONDON.*

WHEREAS, Almighty God in his infinite wisdom has called Reverend James A. Condon 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, Reverend Condon joined the Jesuit Order in 1926 and was ordained a priest in 1939; and

WHEREAS, Reverend Condon dedicated his life to counseling, teaching and training students all over the country; and

WHEREAS, A very active member in the community, Reverend Condon served as director of a summer school program of Catholic Action workshops for high school students in Chicago; and

WHEREAS, Reverend Condon's hard work, commitment and dedication has earned him the respect and admiration of the education field; and

WHEREAS, During his long and distinguished career, Reverend Condon taught at various Catholic high schools, including the University of Detroit High School, Loyola Academy and Saint Ignatius College Prep; and

WHEREAS, While at Saint Ignatius Prep, Reverend Condon served as a teacher, counselor, alumni director, vice president and special assistant to the president; and

WHEREAS, Reverend Condon's life of faith and service to others will serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Reverend Condon to his family members, friends, and all who knew him and enabled him to enrich their lives in countless ways; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate Reverend James A. Condon for his fruitful life, and for his years of dedicated service to the Jesuit community and 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 Reverend James A. Condon.

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**TRIBUTE TO LATE JUDGE MARY CONRAD.**

WHEREAS, Almighty God in his infinite wisdom has called Judge Mary Conrad to her eternal reward at the age of forty-nine; and



WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, As a judge and an attorney, Judge Conrad upheld the finest traditions of law enforcement, earning her the respect and admiration of her colleagues; and

WHEREAS, Judge Conrad served as first counsel of the Illinois Supreme Court Disciplinary Commission before becoming an Associate Judge of the Cook County Circuit Court's tax section of the law division; and

WHEREAS, Judge Conrad wrote and lectured extensively on legal ethics; and

WHEREAS, Judge Conrad's remarkable career was made even more inspiring by the fact that she was paralyzed in an accident at age twelve; and

WHEREAS, Judge Conrad's inner strength and accomplishments throughout her life should serve as an example for all; and

WHEREAS, Judge Conrad founded the Chicago Bar Association's Committee for the Disabled and was co-founder of the Legal Clinic for the Disabled; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Judge Conrad 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, Judge Conrad 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 twenty-second day of April, 1993, do hereby commemorate Judge Mary Conrad for her fruitful life and for 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 Judge Mary Conrad.

**TRIBUTE TO LATE CHICAGO POLICE DEPUTY  
SUPERINTENDENT PIERCE FLEMING.**

WHEREAS, Almighty God in his infinite wisdom has called Pierce Fleming to his eternal reward at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Mr. Fleming upheld the finest traditions of law enforcement, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Fleming joined the Chicago Park District Police in 1936 and became deputy chief in 1956; and

WHEREAS, After the Chicago Park District Police merged with the Chicago Police Department, Mr. Fleming became deputy chief of traffic and was later promoted to deputy superintendent; and

WHEREAS, Mr. Fleming was a devoted husband to his wife, Joan, and a loving father to his stepson, Larry Schreiner; and daughters, Kathleen Schmidt and Marilyn Fleming, 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. Fleming 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. Fleming 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 twenty-second day of April, 1993, do hereby commemorate Pierce Fleming for his fruitful life and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Pierce Fleming.

*TRIBUTE TO LATE MR. NICHOLAS F. FRYZIUK.*

WHEREAS, Almighty God in his infinite wisdom has called Nicholas F. Fryziuk to his eternal reward at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Fryziuk honorably and courageously served the United States as a sergeant in the 192nd Tank Battalion during World War II; and

WHEREAS, Mr. Fryziuk was part of the American and Filipino forces that held off the invaders on the island of Corregidor and the Bataan Peninsula, and was a prisoner-of-war for over three years; and

WHEREAS, Mr. Fryziuk's courage and patriotism is an example to all; and

WHEREAS, After the war, Mr. Fryziuk embarked on a successful business career as a foreman at Corn Products Company, Inc., in Argo, Illinois; and

WHEREAS, Mr. Fryziuk was a devoted husband to his wife, Cecilia, and a loving father to his daughter, Diane Andrasek, 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. Fryziuk 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. Fryziuk 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 twenty-second day of April, 1993, do hereby commemorate Nicholas F. Fryziuk for his fruitful life and years of dedicated service, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Nicholas F. Fryziuk.

*TRIBUTE TO LATE OAK PARK BOARD PRESIDENT  
JOHN J. GEAREN.*

WHEREAS, Almighty God in his infinite wisdom has called John J. Gearen to his eternal reward at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Gearen honorably and courageously served as a major in the United States Army during World War II, where he fought in the Battle of the Bulge; and

WHEREAS, During his long and distinguished career, Mr. Gearen served as president and chairman of the board of Nicholson, Porter and List; and

WHEREAS, Mr. Gearen, who had served on the Village Board of Directors since 1961, was elected president of the Village of Oak Park in 1969; and

WHEREAS, Dedicating his life to his community, Mr. Gearen was instrumental in enacting Oak Park's Fair Housing Ordinance in 1968; and

WHEREAS, Mr. Gearen served as past president of the Arthur Schmitt Foundation Board of Trustees, the Society of Industrial Realtors, the Illinois Association of Certified Real Estate Appraisers and the Sierra Club; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Gearen 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. Gearen 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 twenty-second day of April, 1993, do hereby commemorate John J. Gearen for his fruitful life, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of John J. Gearen.

**TRIBUTE TO LATE RETIRED ARMY MAJOR GENERAL  
JOHN S. GLEASON, JR.**

WHEREAS, Almighty God in his infinite wisdom has called retired United States Army Major General John S. Gleason, Jr. to his eternal reward at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, General Gleason honorably and courageously served the United States Army in the South Pacific during World War II; and

WHEREAS, General Gleason's courage and patriotism earned him the Silver Star, the Bronze Star and the Legion of Merit; and

WHEREAS, General Gleason served as director of the Veterans Administration from 1961 until 1965 and was the youngest man to ever hold that post, earning him the respect and admiration of his colleagues; and

WHEREAS, General Gleason also served as commander of the Army Reserve 85th Division and commander of the American Legion; and

WHEREAS, General Gleason was a former vice-president of the First National Bank of Chicago and was chairman of the board of Mercantile National Bank; and

WHEREAS, General Gleason was a devoted husband to his wife, Mary Jane, and a loving father to his six sons, John, III, Daniel, Richard, Thomas, David and Martin, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared General Gleason to his family members, friends, and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, General Gleason 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 twenty-second day of April, 1993, do hereby commemorate Major General John S. Gleason, Jr. for his fruitful life and years of dedicated service, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Major General John S. Gleason, Jr..

*TRIBUTE TO LATE MR. EDWIN P. HOFFMAN.*

WHEREAS, Almighty God in his infinite wisdom has called Edwin P. Hoffman to his eternal reward at the age of fifty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Hoffman served as president and chief operating officer of Household International and held numerous positions with Citibank and Citicorp; and

WHEREAS, Dedicating his life to the betterment of Chicago, Mr. Hoffman served as a member of the Chicago Club and the Economic Club of Chicago, a trustee of the Chicago Symphony Orchestral Association and a board member of the Executives Club of Chicago; and

WHEREAS, Mr. Hoffman was a devoted husband to his wife, Sandra, and a loving father to his children, Lara Kristen, Jamie Brooks and Edwin Alexander, 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. Hoffman 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. Hoffman 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 twenty-second day of April, 1993, do hereby commemorate Edwin P. Hoffman for his fruitful life, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Edwin P. Hoffman.

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*TRIBUTE TO LATE MR. PETER NEGRONIDA.*

WHEREAS, Almighty God in his infinite wisdom has called Peter Negronida to his eternal reward at the age of fifty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Negronida honorably and courageously served four years in the United States Air Force as a lieutenant in intelligence and public information; and

WHEREAS, During his long and distinguished career with the *Chicago Tribune*, Mr. Negronida served as an award-winning reporter, an education writer, an urban affairs editor and a production editor; and

WHEREAS, Mr. Negronida helped develop and integrate the *Chicago Tribune's* computerized operation system, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Negronida was a devoted husband to his wife, Karen, and a loving father to his children, Alex, John and Beth, 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. Negronida 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. Negronida 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 twenty-second day of April, 1993, do hereby commemorate Peter Negronida for his fruitful life, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Peter Negronida.

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**TRIBUTE TO LATE MRS. MARY JUNO PATTON.**

WHEREAS, Almighty God in his infinite wisdom has called Mary Juno Patton to her eternal reward at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Patton was the first female to serve as a trust officer at the LaSalle National Bank, earning her the respect and admiration of her colleagues; and

WHEREAS, During her retirement, Mrs. Patton dedicated her time to conducting tours at the Chicago Historical Society for ten years; and

WHEREAS, Mrs. Patton was a devoted wife to her late husband and a loving mother to her children, Frank, James Patch, Eva Marie Babbitt and Marie Baker, to whom she passed on many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Patton to her family members, friends, and all who knew her and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Mrs. Patton 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 twenty-second day of April, 1993, do hereby commemorate Mary Juno Patton for her fruitful life, and do hereby extend our most sincere condolences to her family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Mary Juno Patton.

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*TRIBUTE TO LATE MR. HUGH RODHAM.*

WHEREAS, Almighty God in his infinite wisdom has called Hugh Rodham to his eternal reward at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Rodham honorably and courageously served in the United States Navy during World War II in recruitment training; and

WHEREAS, Mr. Rodham, a distinguished businessman, owned a small textile company, making draperies for hotels and other clients throughout Chicago; and



WHEREAS, Mr. Rodham was a devoted husband to his wife, Dorothy, and a loving father to his children, First Lady Hillary Rodham Clinton, Hugh, Jr. and Tony, 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. Rodham 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. Rodham 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 twenty-second day of April, 1993, do hereby commemorate Hugh Rodham for his fruitful life, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Hugh Rodham.

---

*TRIBUTE TO LATE MONSIGNOR ARMAND ROTONDI.*

WHEREAS, Almighty God in his infinite wisdom has called Monsignor Armand Rotondi 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, Monsignor Rotondi received his medical degree in 1931 and was ordained a priest in 1945; and

WHEREAS, Monsignor Rotondi's hard work, commitment and dedication have earned him the respect and admiration of his colleagues; and

WHEREAS, Monsignor Rotondi taught at Loyola University's Stritch School of Medicine for twelve years and served numerous parishes throughout his career, including Our Lady of Mount Carmel in Chicago, Saint Anthony in Joliet and Saint Mary Church in Plainfield; and

WHEREAS, During his long and distinguished career as a teacher, medical doctor and a priest, Monsignor Rotondi served the Catholic Church with distinction; and

WHEREAS, Monsignor Rotondi's life of faith and service to others will serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Monsignor Rotondi to his family members, friends, and all who knew him and enabled him to enrich their lives in countless ways; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate Monsignor Armand Rotondi for his fruitful life and for 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 Monsignor Armand Rotondi.

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**TRIBUTE TO LATE COOK COUNTY SHERIFF SERGEANT  
EMMERICH J. SEPER.**

WHEREAS, Almighty God in his infinite wisdom has called Emmerich J. Seper 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

WHEREAS, Mr. Seper honorably and courageously served in the United States Army during World War II; and

WHEREAS, During his twenty years with the Cook County Sheriff's Department, Mr. Seper carried out his duties in an exemplary manner that elevated him to the rank of sergeant; and

WHEREAS, Mr. Seper was a loving and devoted husband to his wife, Mary; and

WHEREAS, Along with his wife, Mr. Seper was the former owner of Slim and Mary's New Paradise Lounge; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Seper 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. Seper 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 twenty-second day of April, 1993, do hereby commemorate Emmerich J. Seper for his fruitful life; and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Emmerich J. Seper.

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*TRIBUTE TO LATE WAUKEGAN TOWNSHIP SUPERVISOR  
MILTON E. STABEN.*

WHEREAS, Almighty God in his infinite wisdom has called Milton E. Staben to his eternal reward at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Staben operated his own engineering firm, Milton Staben and Associates, for over twenty years; and

WHEREAS, Mr. Staben served on the Waukegan School Board, worked on numerous programs for senior citizens, youth and the homeless, and served as a Waukegan Township Supervisor for the last sixteen years, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Staben was a devoted husband to his wife, Rose, and a loving father to his stepchildren, Moises and Delilah, 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. Staben 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. Staben 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 twenty-second day of April, 1993, do

hereby commemorate Milton Staben for his fruitful life, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Milton Staben.

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*TRIBUTE TO LATE MR. WILLIAM J. SWEZENSKI.*

WHEREAS, Almighty God in his infinite wisdom has called William J. Swezenski to his eternal reward at the age of seventy-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, Mr. Swezenski's hard work and dedication earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Swezenski began working in 1956 for the Chicago Park District, where he served as the treasurer and the chief executive; and

WHEREAS, From 1959 to 1976, Mr. Swezenski served as the coordinator between the Chicago Park District and the Chicago Board of Education; and

WHEREAS, Mr. Swezenski was also on the Board of the Museum of Science and Industry; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Swezenski 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. Swezenski 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 twenty-second day of April, 1993, do hereby commemorate William J. Swezenski for his fruitful life and 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 William J. Swezenski.

*TRIBUTE TO LATE MR. CASIMIR R. WACHOWSKI.*

WHEREAS, Almighty God in his infinite wisdom has called Casimir R. Wachowski to his eternal reward at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Wachowski was an attorney for over fifty years specializing in appellate work; and

WHEREAS, Mr. Wachowski is most remembered for representing the families of victims of convicted mass murderer Richard F. Speck, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Wachowski also represented the group that successfully changed the name of Crawford Avenue to Pulaski Road; and

WHEREAS, Mr. Wachowski was a devoted husband to his wife, Mabel, and a loving father to his daughters, Joyce Jerawski, Carmelle Hernandez and Fay Galstan, 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. Wachowski 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. Wachowski 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 twenty-second day of April, 1993, do hereby commemorate Casimir Wachowski for his fruitful life and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Casimir Wachowski.

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*TRIBUTE TO LATE DEPUTY COMMISSIONER  
RAULSTON ZUNDEL.*

WHEREAS, Almighty God in his infinite wisdom has called Raulston Zundel to his eternal reward at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Zundel honorably and courageously served in the United States Army during World War II; and

WHEREAS, Throughout his long and distinguished career with the City of Chicago, Mr. Zundel's hard work and dedication earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Zundel began working for the city in 1955 as a relocation officer for the Land Clearance Commission and joined the Housing Department as an administrative assistant in 1962; and

WHEREAS, From 1963 to 1978, Mr. Zundel was the deputy commissioner for the Department of Housing and was later named deputy commissioner for the Planning and Development Agency; and

WHEREAS, Mr. Zundel played a key role in removing slums and redeveloping the Hyde Park-Kenwood conservation project and the University of Illinois redevelopment project; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Zundel 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. Zundel 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 twenty-second day of April 1993, do hereby commemorate Raulston Zundel for his fruitful life, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Raulston Zundel.

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**CONGRATULATIONS EXTENDED TO MR. GERY J. CHICO  
ON RECEIVING LOYOLA UNIVERSITY LAW ALUMI  
ASSOCIATION'S "SAINT ROBERT BELLARMINE  
AWARD".**

WHEREAS, The Loyola University Law Alumni Association will confer upon Gery J. Chico the Saint Robert Bellarmine Award on April 30, 1993; and

WHEREAS, The Chicago City Council was informed of this historical and momentous event by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Mr. Chico has upheld the highest traditions of public service, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Chico began his career with the City of Chicago in 1977 with the Department of Planning as a senior research assistant and moved on to the City Council Committee on Finance, where he served as research manager and attorney from 1980 until 1987; and

WHEREAS, Entering the private practice of law, Mr. Chico worked for the law firm of Sidley & Austin from 1987 until 1991 as an attorney practicing in the Government Regulation, Land Use and Legislative Group; and

WHEREAS, In 1991, Mr. Chico returned to the City of Chicago as Mayor Richard M. Daley's deputy chief of staff and was later promoted to chief of staff; and

WHEREAS, Mr. Chico has also devoted much time and energy to the community as president of the Mexican American Chamber of Commerce of Illinois, Inc. and vice chairman of the Board for the Mexican American Lawyers Scholarship Fund; and

WHEREAS, During his career, Mr. Chico has dedicated himself to furthering the education of minorities throughout Chicago by serving as a member of the Chicago Committee for Minorities in Large Law Firms, chairman of the Law School Outreach Committee, and a member of the Sidley & Austin Steering Committee for Adopt-A-School Program; and

WHEREAS, Mr. Chico's hard work, commitment and dedication has enabled him to make invaluable contributions to the City of Chicago; and

WHEREAS, Mr. Chico's life of service to others should serve as an example to all; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate Gery J. Chico on the occasion of being named the recipient of the Saint Robert Bellarmine Award from the Loyola University Law Alumni Association, and do hereby wish him future success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Gery J. Chico.

**CONGRATULATIONS EXTENDED TO THE HONORABLE  
RAYMOND L. FLYNN, MAYOR OF BOSTON,  
ON HIS APPOINTMENT AS UNITED  
STATES AMBASSADOR TO  
THE VATICAN.**

WHEREAS, The Honorable Raymond L. Flynn, Mayor of Boston, has been named the United States Ambassador to the Vatican by President Bill Clinton; and

WHEREAS, The Chicago City Council was informed of this historical and momentous event by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Mayor Flynn has upheld the highest traditions of public service, earning him the respect and admiration of his colleagues; and

WHEREAS, Mayor Flynn's hard work, commitment and dedication has enabled him to make invaluable contributions to the City of Boston; and

WHEREAS, Through his ambassadorship, Mayor Flynn intends to take the concerns for social and economic justice to a global level and hopes to address many other causes; and

WHEREAS, Mayor Flynn's life of faith and service to others should serve as an example to all; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate The Honorable Raymond L. Flynn on the occasion of his appointment as United States Ambassador to the Vatican, and do hereby wish him future success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to The Honorable Raymond L. Flynn.

**CONGRATULATIONS EXTENDED TO MR. DAVID FOGEL ON  
HIS RETIREMENT FROM UNIVERSITY OF ILLINOIS  
AT CHICAGO DEPARTMENT OF  
CRIMINAL JUSTICE.**

WHEREAS, David Fogel will celebrate his retirement from the University of Illinois at Chicago Department of Criminal Justice on April 29, 1993; and



WHEREAS, The Chicago City Council was informed of this historical and momentous event by Alderman Edward M. Burke; and

WHEREAS, Mr. Fogel honorably and courageously served the United States in both the European and Pacific theaters of World War II as a Naval armed guard gunner; and

WHEREAS, During his long and distinguished career, Mr. Fogel served as a teacher, consultant and administrator in the field of criminal justice, where his expertise earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Fogel enlightened numerous students with his experience in the fields of sociology and criminal justice at Laney College in California, the University of California at Berkeley and the University of Illinois at Chicago; and

WHEREAS, Mr. Fogel served as superintendent of Juvenile Hall and director of institutions of the Marin County, California Probation Department, commissioner of the State Department of Corrections of Minnesota, executive director of the Illinois Law Enforcement Commission and the chief administrator of the Chicago Police Department's Office of Professional Standards; and

WHEREAS, In recognition of his hard work, commitment and dedication, Mr. Fogel received a presidential appointment to the Advisory Board of the National Institute of Justice from President Jimmy Carter and a Citation of Merit from Governor Ronald Reagan of California; and

WHEREAS, Mr. Fogel has written and co-authored four books and has published over fifty articles in the areas of sentencing, correctional reform, probation and comparative alternatives to incarceration; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby congratulate David Fogel on the occasion of his retirement, and do hereby wish him future success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to David Fogel.

**GRATITUDE EXTENDED TO MR. FRED FOREMAN FOR HIS  
DEDICATED SERVICE AS UNITED STATES ATTORNEY  
FOR NORTHERN DISTRICT OF ILLINOIS.**

WHEREAS, Fred Foreman has resigned as the United States Attorney for the Northern District of Illinois; and

WHEREAS, The Chicago City Council has been informed of his return to the private sector by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Mr. Foreman has dedicated his life to the fight for justice, which has earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Foreman served as Lake County State's Attorney from 1981 to 1990 and was then appointed as United States Attorney for the Northern District of Illinois by President George Bush; and

WHEREAS, Mr. Foreman personally tried the nation's first death penalty case under a new law that made it a capital offense to kill a government informant; and

WHEREAS, Mr. Foreman's insight led to numerous indictments and convictions related to public corruption, drugs, gang crime and white collar crimes; and

WHEREAS, During his tenure as an United States Attorney, Mr. Foreman conducted himself in accord with the highest traditions of the United States Department of Justice; and

WHEREAS, Mr. Foreman's hard work, sacrifice and dedication should serve as an example to all; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate Fred Foreman for his years of dedicated service to the Northern District of Illinois and the United States, and do hereby wish him future success at the law firm of Freeborn & Peters; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Fred Foreman.

**CONGRATULATIONS EXTENDED TO REVEREND  
JOSEPH P. LYNCH ON FORTIETH ANNIVERSARY  
OF HIS ORDINATION TO PRIESTHOOD.**

WHEREAS, Reverend Joseph P. Lynch will celebrate the fortieth anniversary of his ordination to the priesthood on May 2, 1993 at Saint Christina Church; and

WHEREAS, The Chicago City Council was informed of this historical and momentous event by Alderman Edward M. Burke; and

WHEREAS, Reverend Lynch has dedicated his life to serving the community and instilling faith in the members of the various parishes he has served; and

WHEREAS, Reverend Lynch's hard work, commitment and dedication has enabled him to make invaluable contributions to the Catholic Church and the City of Chicago; and

WHEREAS, Reverend Lynch's life of faith and service to others should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endears Reverend Lynch to his family members, friends, and all who know him and enables him to enrich their lives in countless ways; and

WHEREAS, In recognition of Reverend Lynch's exemplary life and work, Saint Christina Church is celebrating a mass of thanksgiving; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate Reverend Joseph P. Lynch on the occasion of the fortieth anniversary of his ordination to the priesthood, and do hereby wish him future success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Reverend Joseph P. Lynch.

**CONGRATULATIONS EXTENDED TO BISHOP TIMOTHY  
LYNE ON FIFTIETH ANNIVERSARY OF HIS  
ORDINATION TO PRIESTHOOD.**

WHEREAS, Bishop Timothy Lyne will celebrate the fiftieth anniversary of his ordination to the priesthood on May 2, 1993 at Saint Mel Church; and

WHEREAS, The Chicago City Council was informed of this historical and momentous event by Alderman Edward M. Burke; and

WHEREAS, Bishop Lyne was ordained to the priesthood on May 1, 1943 in Immaculate Conception Chapel at Saint Mary of the Lake Seminary; and

WHEREAS, Bishop Lyne has dedicated his life to serving the community and instilling faith in the members of the various parishes he has served, including Saint Mary in Riverside, Saint Edmund in Oak Park and Holy Name Cathedral; and

WHEREAS, In recognition of his tremendous faith and devotion to serving the Catholic Church and God, Bishop Lyne was named a bishop; and

WHEREAS, Bishop Lyne's hard work, commitment and dedication to his community should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endears Bishop Lyne to his family members, friends, and all who know him and enables him to enrich their lives in countless ways; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate Bishop Timothy Lyne on the occasion of the fiftieth anniversary of his ordination to the priesthood, and do hereby wish him future success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Bishop Timothy Lyne.

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**CONGRATULATIONS EXTENDED TO REVEREND JOHN J. WALL  
ON TWENTY-FIFTH ANNIVERSARY OF HIS  
ORDINATION TO PRIESTHOOD.**

WHEREAS, Reverend John J. Wall will celebrate the twenty-fifth anniversary of his ordination to the priesthood on May 2, 1993 at Old Saint Patrick's Church; and

WHEREAS, The Chicago City Council was informed of this historical and momentous event by Alderman Edward M. Burke; and

WHEREAS, Reverend Wall has dedicated his life to serving the community and instilling faith in the members of the various parishes he has served; and

WHEREAS, Reverend Wall's hard work, commitment and dedication has enabled him to make invaluable contributions to the Catholic Church and the City of Chicago; and

WHEREAS, Reverend Wall's life of faith and service to others should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endears Reverend Wall to his family members, friends, and all who know him and enables him to enrich their lives in countless ways; and

WHEREAS, In recognition of Reverend Wall's exemplary life and work, Old Saint Patrick's Church is celebrating a mass of thanksgiving; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate Reverend John J. Wall on the occasion of the twenty-fifth anniversary of his ordination to the priesthood, and do hereby wish him future success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Reverend John J. Wall.

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**PRESIDENT BILL CLINTON AND DEPARTMENT OF  
TRANSPORTATION URGED TO IMMEDIATELY  
ADOPT PROPOSED AMENDMENT TO  
HIGH DENSITY RULE.**

WHEREAS, The Mayor and the Chicago City Council adopted a unanimous resolution on March 8, 1993 urging the United States Department of Transportation to amend the High Density Rule to allow airlines to substitute medium-sized jets for small turboprops on commuter flights from O'Hare International Airport; and

WHEREAS, We urged the immediate adoption of this rule change because American Airlines will hire an additional 1,100 new employees at O'Hare; and

WHEREAS, These new jobs are needed now as the city comes out of a recession that has cost our community tens of thousands of jobs; and

WHEREAS, This rule change, which the Department of Transportation itself proposed months ago, would mean the Chicago economy would receive One Hundred Forty Million Dollars in additional revenue; and

WHEREAS, Unless this rule change is adopted with an effective date of June 1, 1993, the carriers will be unlikely to make the equipment changes which would delay the hiring of more than 1,000 new employees until mid-1994; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby strongly urge President Bill Clinton to direct the Department of Transportation to immediately adopt the proposed amendment to the High Density Rule; and

*Be It Further Resolved*, That a suitable copy of this resolution be forwarded to President Clinton.

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*Presented By*

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN RUGAI (19th Ward):**

**TRIBUTE TO LATE MR. JOHN J. MORTIMER.**

WHEREAS, Almighty God in his infinite wisdom has called John J. Mortimer 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 Alderman Virginia Rugai; and

WHEREAS, Throughout his long and distinguished career with the City of Chicago, Mr. Mortimer's hard work and dedication earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Mortimer began working for the city in 1935 with the city prosecutor's office and later served as head of the Public Improvements Division from 1946 until 1949; and

WHEREAS, Mr. Mortimer also served as first assistant corporation counsel for two years, corporation counsel for five years and chairman of the Civil Service Commission of the Metropolitan Sanitary District of Greater Chicago; and

WHEREAS, A longtime resident of Beverly, Mr. Mortimer was president of the Beverly Improvement Association, director of the Catholic Lawyers Guild and vice-president of Little Company of Mary Hospital; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Mortimer 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. Mortimer 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 twenty-second day of April, 1993, do hereby commemorate John J. Mortimer for his fruitful life and 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 a copy of this resolution be presented to the family of John J. Mortimer.

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*Presented By*

**ALDERMAN JONES (15th Ward):**

**TRIBUTE TO LATE MRS. ETHEL MERLE LAIRD.**

WHEREAS, God in his infinite wisdom has called to her eternal reward a great neighbor, citizen and friend, Ethel Merle Laird; and

WHEREAS, Born in Prentiss, Mississippi, September 10, 1949, Ethel Merle Laird came to Chicago in 1957 and attended Williams Elementary School and Parker High School; and

WHEREAS, Ethel Merle Laird worked at Weiss Memorial Hospital and was later employed by Great Lakes Security. A concerned citizen mindful of her neighborhood's needs, she was a longtime community worker and active in 15th Ward politics; and

WHEREAS, Ethel Merle Laird died March 24, 1993, and leaves to mourn her mother, Cassie Laird; two sons, Darryl and Edward; two daughters, Maanasi and Kequa; two grandchildren; and a host of other relatives and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our sorrow on the passing of Ethel Merle Laird, 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 Ethel Merle Laird.

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*Presented By*

**ALDERMAN COLEMAN (16th Ward):**

**TRIBUTE TO LATE SISTER MABLE L. BAKER.**

WHEREAS, God in his infinite wisdom and goodness has removed from our community our friend, Sister Mable L. Baker on Friday, March 26, 1992; and

WHEREAS, Sister Baker was a faithful member of the 16th Ward "Senior High Steppers" and will be missed by them, her family and other friends; and

WHEREAS, We have lost from our community one of our dedicated workers who gave generously to our community her time and expertise; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, hereby assembled this twenty-second day of April in the year of our Lord nineteen hundred and ninety-three, extend to the family of Sister Mable L. Baker our deepest sympathy.



Poets have spoken of somber skies  
And many a starry night,  
Behind it all there is a God  
Who ever rules aright;

When dark your day seems to be  
The like of which you can't bear,  
Repair to some quiet place  
You'll find the master there;

No matter what your problems are  
Of them all, He is aware,  
You may ever seek our Lord  
You'll find Him there

; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Sister Mable L. Baker.

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*TRIBUTE TO LATE MS. JULIA MC KENZIE.*

WHEREAS, God in his infinite wisdom and goodness has removed from our community our friend Mother Julia McKenzie, on Tuesday, March 30, 1993; and

WHEREAS, We have lost from our community one of its valued members whose influence was a great factor in the uplift of our community; and

WHEREAS, Mother McKenzie was a dedicated worker in our community and gave generously of her time and expertise in our community and church by sharing her talents with the Usher Board, the Little Children's Choir, Nurse's Auxiliary and the Missionary Society of the New Mount Sinai Missionary Baptist Church; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-second day of April, in the year of our Lord nineteen hundred and ninety-three, extend to the family of Mother McKenzie our deepest sympathy. May you always rely on Him who will heal all sorrow.

The best of 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 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 than we

; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Mother Julia McKenzie.

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*Presented By*

**ALDERMAN MURPHY (18th Ward):**

**CONGRATULATIONS EXTENDED TO MR. ORLANDO A. ORPEN,  
PRINCIPAL OF OWEN SCHOLASTIC ACADEMY, ON  
HIS RETIREMENT AFTER THIRTY-FIVE YEARS  
OF DEDICATED SERVICE.**

WHEREAS, Orlando A. Orpen, principal at Owen Scholastic Academy, is retiring after a distinguished thirty-five year career in the field of education; and

WHEREAS, A native of Chicago and a product of Chicago Public Schools, Orlando A. Orpen graduated from Chicago Teachers College in 1958 and received his master's of science in education from Illinois State College in 1965. He began teaching in 1958 at Glenwood School and from 1960 taught at Philip Sheridan School. In 1970 he went to Las Casas Occupational High School, first as counselor, then the next year as assistant principal and in 1976, as principal. In 1986 he became principal at Owen Scholastic Academy; and

WHEREAS, Orlando A. Orpen and his lovely wife, the former Bonnie Bush, were married in 1961 and have two children, Jerry and Joe; and

WHEREAS, The leaders of this great city are cognizant of the debt owed the teachers who direct younger generations toward a brighter future; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our gratitude and our congratulations to Orlando A. Orpen as he retires from an illustrious career in the field of education, and extend to this fine citizen and his family our best wishes for continuing success and happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Orlando A. Orpen.

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*Presented By*

**ALDERMAN RUGAI (19th Ward):**

**TRIBUTE TO LATE MRS. MARIE LUPE CASEY.**

WHEREAS, Almighty God in his infinite wisdom has called Marie Lupe Casey to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Virginia A. Rugai; and

WHEREAS, Marie Casey was the devoted wife of the late Lieutenant Thomas R. Casey of the Chicago Police Department; and

WHEREAS, Marie Casey was the dedicated mother of Sister M. Joseph, L.C.M., and the late Honorable Judge Thomas R. Casey, Jr., and the loving grandmother of four and great-grandmother of four; and

WHEREAS, Marie Casey was a loyal member of the Little Company of Mary Hospital Auxiliary and the Ladies of Tolentine; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate Marie Lupe Casey for her contributions to the sick, the needy and all the citizens of Chicago and do hereby extend our sincerest condolences to her daughter, Sister M. Joseph; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sister M. Joseph, L.C.M..

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**TRIBUTE TO LATE MR. JOHN J. MORTIMER.**

WHEREAS, God in his almighty wisdom has called John J. Mortimer to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Virginia A. Rugai; and

WHEREAS, John Mortimer was the devoted husband of Regina; father of Jean, Karen and Mary; and grandfather of nine grandchildren; and

WHEREAS, John Mortimer was a former City of Chicago prosecutor and head of the public improvements division of the corporation counsel and chairman of the Civil Service Commission of the Metropolitan Sanitary District of Greater Chicago; and

WHEREAS, John Mortimer was instrumental in the City's plan to construct the subway system, O'Hare International Airport, and improvements for Midway Airport and Meigs Field; and

WHEREAS, John Mortimer was a graduate of Saint Ignatius College Prep, attended the University of Illinois at Champaign-Urbana and earned his law degree at the Chicago-Kent College of Law; and

WHEREAS, John Mortimer was a resident of the Beverly neighborhood for fifty years, serving as president of the Beverly Improvement Association, director of the Catholic Lawyer Guild and vice president of the Little Company of Mary Hospital in Evergreen Park; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate John J. Mortimer for his contributions to the citizens of Chicago and do hereby extend our sincerest condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of John J. Mortimer.

*TRIBUTE TO LATE MRS. KATHRYN ANNE O'CONNOR.*

WHEREAS, God in his almighty wisdom has called Kathryn Anne O'Connor to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Virginia A. Rugai; and

WHEREAS, Kathryn, born January 12, 1942, was a graduate of Saint Leo Grammar School, Maria High School and the Saint Bernard School of Nursing; and

WHEREAS, Kathryn was a devoted wife of Chicago Police Sergeant James O'Connor and loving mother of Michael, Kevin, Julie and Andie and grandmother of Brittany; and

WHEREAS, Kathryn was the beloved sister of Mary, Andrea, Barbara, Joanna and Robert; and

WHEREAS, Kathryn became a registered nurse in August of 1962 and furthered her education at the College of Saint Francis where she earned her bachelor of science degree in December, 1988; and

WHEREAS, Kathryn faithfully served the nursing staff of Christ Hospital between 1967 and 1993. Between 1975 and 1983, Kathryn became the director of Health Services for Mayor Richard J. Daley College; and

WHEREAS, Kathryn was a faithful member of many organizations including: The Morgan Park Junior Women's Club, Saint Bernard's Nursing School Alumni Association, Little Company of Mary Hospital Volunteers and Women Working Together; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate Kathryn Anne O'Connor for her contributions to all the citizens of Chicago and do hereby extend our sincerest condolences to her husband, James, and her children; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Kathryn Anne O'Connor.

*TRIBUTE TO LATE CHICAGO FIREMAN JAMES H. SEYMOUR.*

WHEREAS, God in his almighty wisdom has called James H. Seymour to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Virginia A. Rugai; and

WHEREAS, James Seymour was the devoted husband of Ruth and proud father of Jean, Janet, Laurie and Mary Beth and grandfather of two; and

WHEREAS, James Seymour was a thirty-five year veteran of the Chicago Fire Department serving in the fire stations at 86th Street and Emerald Avenue and the Wrightwood neighborhood; and

WHEREAS, James Seymour was a loyal member of the Fire Fighters Union Local 2 and the Gaelic Fire Brigade; and

WHEREAS, James Seymour faithfully served the armed forces of the United States as a Marine Combat Veteran in the Korean War; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate James H. Seymour for his contributions to the citizens of Chicago and do hereby extend our sincerest condolences to his wife, Ruth, and his children; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of James H. Seymour.

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*CONGRATULATIONS EXTENDED TO MR. RICHARD  
LEO GEARY ON HIS RETIREMENT FROM  
COOK COUNTY SHERIFF'S OFFICE.*

WHEREAS, Richard Leo Geary celebrates his retirement from service with the Cook County Sheriff's Department; and

WHEREAS, The Chicago City Council has been informed of this celebrated occasion by Alderman Virginia A. Rugai; and

WHEREAS, Mr. Geary is the seventh son of Catherine Byrne and Joseph P. Geary, born April 10, 1919; and

WHEREAS, Mr. Geary is the devoted brother of Joseph, John, Irene, Maurice, Thomas, Catherine, Robert William, Jerome and Helen; and

WHEREAS, Mr. Geary attended Saint Ambrose Grammar School, Mount Carmel High School and Georgetown University; and

WHEREAS, Mr. Geary earned the rank of lieutenant during World War II and was chosen by the Counter Intelligence Corporation as a special agent for the Manhattan Project, at which time, he was responsible for delivering top secret information which made it possible for the production of the Atomic Bomb and the end of the war; and

WHEREAS, Mr. Geary is the devoted husband of Ruth Creeny; loving father of Katha, Judy, Sally, Ruth, Terry, Dick and Meg; grandfather of eighteen grandchildren; and great-grandfather of three; and

WHEREAS, Mr. Geary was a longtime employee of the Van Munching Company where he played a role in the success of Heineken Beer in America; now, therefore,

*Be It Resolved.* That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby congratulate Richard Leo Geary for his career successes and his contributions to the citizens of Chicago; and

*Be It Further Resolved.* That a suitable copy of this resolution be presented to Richard Leo Geary.

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**GRATITUDE EXTENDED TO MR. WILLIAM E. HURLEY  
FOR HIS MANY CONTRIBUTIONS TO  
NEEDY OF CHICAGO.**

WHEREAS, William E. Hurley will retire May 5, 1993 from the Society of Saint Vincent DePaul after many years as an advocate for the needy; and

WHEREAS, The Chicago City Council has been informed of the retirement of William E. Hurley by Alderman Virginia A. Rugai; and

WHEREAS, William E. Hurley, who is the first of four sons born to Robert and Margaret Hurley, was born on April 8, 1928 in Chicago; and

WHEREAS, William E. Hurley is the devoted husband of Dorothy Mant; loving father of Kathy, Mary Beth, Regina, Loran, William J. and James; and grandfather of Lisa and Dan; and

WHEREAS, William J. Hurley, the first son of William and Dorothy, gave his life for these United States in a night time helicopter training mission during Operation Desert Shield; and

WHEREAS, William E. Hurley, a graduate of Loyola University, retired from a successful career in the industrial food service industry after approximately thirty years, before joining the Society of Saint Vincent DePaul; and

WHEREAS, William E. Hurley, a resident of the Beverly neighborhood for thirty years, was ordained a deacon at Christ the King Church in April of 1983. He also serves as chaplain at the Little Company of Mary Hospital in Evergreen Park; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby give thanks to William E. Hurley for his contributions to the needy and all the citizens of the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to William E. Hurley.

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**CONGRATULATIONS EXTENDED TO OAK LAWN FIRE  
CHIEF JOHN P. MCCASTLAND, JR. ON HIS  
RETIREMENT AFTER TWENTY-NINE  
YEARS OF DEDICATED SERVICE.**

WHEREAS, Fire Chief John P. McCastland, Jr., has announced his resignation from the Oak Lawn Fire Department after twenty-nine years of service; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, John McCastland, Jr., became chief of the Oak Lawn Fire Department in 1989, following in the footsteps of John McCastland, Sr., who served as the Oak Lawn fire chief from 1962 until 1966; and



WHEREAS, Michael McCastland, son of John McCastland, Jr., has followed the career path of his father by becoming an Oak Lawn firefighter in 1989; and

WHEREAS, John McCastland, Jr., will have the opportunity to lead a younger fire department as he becomes the deputy administrator of the Orland Fire Protection District in charge of staff training and safety procedures; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby extend our gratitude to John P. McCastland, Jr., for his contributions to the citizens of Chicago and Oak Lawn; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Fire Chief John P. McCastland, Jr..

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**CONGRATULATIONS EXTENDED TO MR. JOSEPH MIXAN  
ON HIS RETIREMENT AS PLUMBING SUPERINTENDENT  
AT METROPOLITAN WATER RECLAMATION  
DISTRICT.**

WHEREAS, Joseph Mixan will retire from the Metropolitan Water Reclamation District as plumbing superintendent on May 1, 1993; and

WHEREAS, The Chicago City Council has been informed of this honor by Alderman Virginia A. Rugai; and

WHEREAS, Joseph began his employment at the Metropolitan Water Reclamation District in June of 1946. He has been a forty-five year member of the Chicago Journeymen Plumbers' Local Union 130, UA; and

WHEREAS, Joseph Mixan was born April 3, 1928. He attended Little Flower Grammar School where he graduated in June, 1942, and Saint Rita High School where he graduated in June, 1946; and

WHEREAS, Joseph Mixan was in the military from January, 1949 to April 19, 1952. He played on the West Coast Football Team for two years in Germany; and

WHEREAS, Joseph Mixan married Rosemarie Boyle on November 12, 1955 and are the proud parents of Joseph (Mary Kaye), Maureen (Keith) Buechner, Michael (deceased), Mary Carol (Dennis) Bertrand, Peter and Rosie; and

WHEREAS, Joseph Mixan is the proud grandfather of Kathleen Mixan, Colleen Mixan, Kevin Mixan, Ryan Buechner, Michael Buechner and Kevin Bertrand; and

WHEREAS, Joseph Mixan is an active member of Christ the King Parish; and

WHEREAS, Joseph Mixan's family and friends will gather at Jack Gibbons Gardens Restaurant to celebrate his retirement on April 30, 1993; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby congratulate Joseph Mixan for his years of dedicated service and leadership to the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Joseph Mixan.

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**HONOR EXTENDED TO FATHER WILLIAM PATRICK MURPHY  
FOR FIFTY YEARS OF DEDICATION AND DEVOTION TO  
PARISHIONERS OF ARCHDIOCESE OF CHICAGO.**

WHEREAS, Father William Patrick Murphy celebrates fifty years of faithful service as a priest in the Archdiocese of Chicago; and

WHEREAS, The Chicago City Council has been informed of this joyous occasion by Alderman Virginia A. Rugai; and

WHEREAS, Father Murphy was born on the south side of Chicago, November 6, 1915, and attended Visitation Grammar School and Saint Rita High School; and

WHEREAS, Father Murphy was ordained in 1943 at the University of Saint Mary of the Lake Seminary and furthered his education at DePaul and Oxford Universities; and

WHEREAS, Father Murphy served as associate pastor at the parishes of Saint Gertrude, Saint Leo, Saint Monica, and Saint Robert Bellarmine; and

WHEREAS, Father Murphy was appointed pastor of the Queen of Martyrs Parish from 1973 to 1983 where he is currently Pastor Emeritus; and

WHEREAS, Father Murphy has served as chairman of the Department of Religion at Mundelein College for Women, on the staff of Loyola University and as chaplain of Leo High School; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate Father William Patrick Murphy for his dedication to his vocation and his devotion to the people of the Archdiocese of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Father William Patrick Murphy.

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**GRATITUDE EXTENDED TO REVEREND JOSEPH SEITZ  
FOR THIRTY-FIVE YEARS OF DEDICATION AND  
SERVICE TO PARISHIONERS OF  
ARCHDIOCESE OF CHICAGO.**

WHEREAS, Reverend Joseph Seitz was ordained in 1958 as a priest for the people of the Archdiocese of Chicago; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Reverend Seitz is a graduate of Christ the King Elementary School; he then attended Quigley and Mundelein Seminaries; and

WHEREAS, Reverend Seitz has served the people of Saint Benedict in Blue Island (1958 -- 1960), Saint Raphael (1966 -- 1990) and Christ the King (1990 -- present) with diligence, compassion and love; and

WHEREAS, Like his namesake, Saint Joseph, Reverend Seitz is good at "fixing things". The Good Shepherd is his model for pastoring, he has a great concern for the sick and has started a "grieving" group at Christ the King Parish; and

WHEREAS, His mother and Aunt Greta live at the Little Sisters of the Poor nursing home in Palatine, Illinois. He has one brother, Jerry, one nephew and three nieces; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby thank the Reverend Joseph Seitz for his dedication and service and offer our

heartfelt gratitude for the compassion and care he has shown to numerous people over his thirty-five years of service as a priest; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Reverend Joseph Seitz.

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CONGRATULATIONS EXTENDED TO  
MRS. MARILYN J. WOHLBERG  
ON HER FIFTIETH  
BIRTHDAY.

WHEREAS, Marilyn J. Wohlberg will be celebrating her fiftieth birthday on April 27, 1993; and

WHEREAS, The Chicago City Council has been informed of this milestone birthday by Alderman Virginia A. Rugai; and

WHEREAS, Marilyn was born at Little Company of Mary Hospital, Evergreen Park, Illinois to Martin T. Walsh and Grace Cahill Walsh; and

WHEREAS, Marilyn attended Clara Barton Grammar School (1948 -- 1949) for kindergarten, Little Flower Grammar School (1949 -- 1956), Mother McAuley High School (1956 -- 1960) and Saint Xavier College (1960 -- 1965) where she graduated with a bachelor of arts degree with an English major; and

WHEREAS, Marilyn married Dr. Frederick E. Wohlberg on June 27, 1970, at Little Flower Church. A reception in their honor was held at the Beverly Country Club, Chicago, Illinois; and

WHEREAS, Marilyn and Fred Wohlberg are the proud parents of four beautiful children: Joanne Therese, Kathleen Ann, Matthew Frederick and Jennifer Grace; and

WHEREAS, Marilyn was a first grade teacher for six years and has been an extraordinarily busy housewife for the past twenty years; and

WHEREAS, Marilyn has been active in many parish and grammar school activities at Christ the King, many community activities in the Beverly area, numerous committees and activities at Saint Ignatius College Prep. She is a volunteer at Little Company of Mary Hospital and for many other charitable activities; and

WHEREAS, Marilyn's hobbies include traveling with her family and friends, golfing, hiking (especially in the Rocky Mountains), skiing, reading, and just being a companion-extraordinaire with her adventuresome husband, Fred; and

WHEREAS, Marilyn's family and friends will gather together on Friday, April 23, 1993, at the Beverly Country Club, Chicago, Illinois; now, therefore,

*Be It Resolved*, That the Mayor and the members of the Chicago City Council, gathered here on this twenty-second day of April, 1993, do hereby extend our sincere congratulations and best wishes to Marilyn J. Wohlberg on this momentous occasion; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Marilyn J. Wohlberg.

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**BEVERLY FAMILY CENTER AND SAINT CATHERINE OF GENOA  
PARISH HOUSE HONORED FOR THEIR CONTRIBUTIONS  
TO CITIZENS OF CHICAGO.**

WHEREAS, The Beverly Family Center has been a drop-in facility designed to help mothers and fathers develop effective parenting skills since 1977; and

WHEREAS, The Chicago City Council has been informed of the work of this vital social establishment by Alderman Virginia A. Rugai; and

WHEREAS, The Beverly Family Center continues to foster the social skills of children through activities provided in age-appropriate supervised rooms; and

WHEREAS, The fundraising efforts of the Beverly Family Center have provided support for such worthwhile organizations as the Saint Catherine of Genoa Parish House; and

WHEREAS, The Parish House, established in 1982 by Vic and Ginny Janowski, has helped more than six hundred families start a new life in a home of their own; and

WHEREAS, The Parish House provides such programs as nutrition classes, food packages and coupons, infant care, AIDS awareness and child day care. It had given refuge to over 3,100 women and 6,000 children, served 315,000 meals, provided 120,000 bed nights, given health care to 3,500

women and children, and counseling to more than 2,000 people; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby honor the Beverly Family Center for its contributions to the less fortunate and all the citizens of Chicago; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to the directors of the Beverly Family Center and the Saint Catherine of Genoa Parish House.

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**CONGRATULATIONS EXTENDED TO MOUNT GREENWOOD  
LUTHERAN CHURCH ON ITS FIFTIETH  
ANNIVERSARY.**

WHEREAS, The Mount Greenwood Lutheran Church will celebrate its fiftieth anniversary in September of 1993; and

WHEREAS, The Chicago City Council has been informed of this anniversary celebration by Alderman Virginia A. Rugai; and

WHEREAS, The Mount Greenwood Lutheran Church started as a mobile mission unit in July of 1943 by Pastors William Duerr and A. Maack; and

WHEREAS, The Mount Greenwood Lutheran Church held its first official service on September 19, 1943 in an old warehouse at 3124 West 111th Street which was established as the first church; and

WHEREAS, The current church building, at 10911 South Trumbull Avenue, was erected in 1954 with an educational wing added in 1963; and

WHEREAS, The Mount Greenwood Lutheran Church has been fortunate to have had wonderful, spirit-filled, dedicated pastors. They include the Pastors W. Rohlwing, Arthur Hellert, Richard Hoyer, John Bollman and the current pastor, Victor Atsinger; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby commemorate the Mount Greenwood Lutheran Church for its contributions to the citizens of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Mount Greenwood Lutheran Church and its pastor, Victor Atsinger.

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**ILLINOIS COMMERCE COMMISSION URGED TO MAINTAIN  
ILLINOIS RELAY CENTER FOR HEARING AND  
SPEECH IMPAIRED IN "3-1-2" AREA CODE.**

WHEREAS, The City of Chicago was the first city in the nation to equip all of its departments with telecommunication devices (T.D.D.) to service its hearing and speech impaired citizens; and

WHEREAS, The Illinois Telecommunications Access Corporation (I.T.A.C.) developed the Illinois Relay Center to service the increasing communication needs of the hearing and speech impaired and unimpaired in this community; and

WHEREAS, The Illinois Relay Center, located at 85 West Congress Parkway, is currently used by the City of Chicago and provides a vital "lifeline" communication link, giving this city the ability to serve its deaf, hearing and speech impaired, especially the substance abuse and AIDS prevention program for the hearing impaired; and

WHEREAS, The Illinois Relay Center capably accepts and directs all of the telecommunications for the entire State of Illinois for the hearing and speech impaired in its network; and

WHEREAS, The Chicago metropolitan area has the highest concentration of hearing impaired persons in the State of Illinois with more than 8,000 of Illinois' 12,000 people who are considered totally deaf; and

WHEREAS, Approximately seventy percent of all the individuals in Illinois requiring the use of the I.T.A.C. Relay Center live or work in metropolitan Chicago; and

WHEREAS, I.T.A.C. has proposed to the Illinois Commerce Commission (I.C.C.) that legislation be amended in the General Assembly to change the ruling which maintains the Relay Center and its one hundred forty employees in the "3-1-2" Area Code; and

WHEREAS, The Chicago City Council has been informed of this proposal by Alderman Ginger Rugai; and

WHEREAS, The Chicago area has a pool of experienced relay personnel who have extensive training with I.T.A.C. or have been employed by previous relay centers managed by the City of Chicago or local advocate organizations; and

WHEREAS, Many of these relay personnel are friends or relatives of the hearing impaired and regularly interact with the hearing disabled; and

WHEREAS, These relationships have given the majority of these relay personnel a working knowledge and understanding of the culture, customs and idiosyncrasies of the people served, thus, giving the relay personnel the ability to communicate fluently and provide quality service to the vast hearing-impaired community located in the Chicago metropolitan area; and

WHEREAS, If this operation is allowed to move and disband the one hundred forty experienced employees, the rapport and relationship needed to serve the more than 8,000 people in the Chicagoland area would be lost and with it, naturally, the quality of communication would be greatly diminished; and

WHEREAS, The outreach efforts of the hearing impaired advocacy groups in the Chicago metropolitan area which are here because of the density of the hearing impaired population, would be severely hindered if they cannot pass on new methods of communication to relay personnel located a great distance away or even in another state; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby memorialize the Illinois Commerce Commission to cease further consideration of the Illinois Telecommunication Access Corporation's proposal to change the policy which maintains the Illinois Relay Center in the "3-1-2" Area Code.

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*Presented By*

**ALDERMAN RUGAI (19th Ward) And  
ALDERMAN TROUTMAN (20th Ward):**

**CONGRATULATIONS EXTENDED TO MEMBERS AND COACHES  
OF MOUNT CARMEL HIGH SCHOOL WRESTLING TEAM  
ON WINNING ILLINOIS HIGH SCHOOL  
ASSOCIATION STATE WRESTLING  
CHAMPIONSHIP.**

WHEREAS, The Mount Carmel High School Wrestling Team has won its



second consecutive Illinois High School Association State Wrestling Championship; and

WHEREAS, The Chicago City Council has been informed of this feat by Alderman Ginger Rugai; and

WHEREAS, Head Coach, Bill Weick, who has coached for thirty years, had an unblemished record of twenty wins and no losses with six wrestlers qualifying for state honors. Two of these wrestlers, T. J. Williams and Joe Williams being individual state champions. This team includes:

**Wrestlers:**

Milton Blakely, Conor Ruel, Jim Brasher, Jason Pero, Pat Sheahan, Joe Opiola, Ryan Casey, Tim Sheahan, T.J. Williams, Jason Rupcich, Eric Martin, Ron Stonitsch, Mike Bertoni, Ryan Stonitsch, Joseph Williams, Scott Radosevich, Ryan Sheahan, Marlin Thomas, Mike Ficaro and Joseph O'Rourke

; and

**Coaches:**

Bill Weick, Ron Oglesby, Mark Antonietti, Paul Papas, Sean Kavanaugh and Mike Barcena

; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of April, 1993, do hereby congratulate the coaches and members of the Mount Carmel High School Wrestling Team for their victory in the Illinois State Wrestling Championship; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to the coaches and members of this fine team.

*Presented By*

**ALDERMAN LASKI (23rd Ward):**

**CONGRATULATIONS EXTENDED TO PRINCIPAL  
LINDA MCCARTHY, STAFF AND STUDENTS  
AT NATHAN HALE SCHOOL ON SCHOOL'S  
FORTIETH ANNIVERSARY AT  
PRESENT LOCATION.**

WHEREAS, Nathan Hale School is currently celebrating its fortieth anniversary at its present site at 6140 South Melvina Avenue on Chicago's great southwest side; and

WHEREAS, Nathan Hale School, named after the Revolutionary War officer who spoke the immortal line, "I regret I only have one life to give for my country", originally opened its doors at 6120 South Linder Avenue on June 14, 1926. As the area grew, and as Midway Airport expanded, the old Hale School was torn down and the new Nathan Hale School reopened at its present site on February 2, 1953; and

WHEREAS, Nathan Hale School currently houses six hundred forty students with two classes at each grade level and twelve special education classes. Under the eight principals since 1926, Hale has become one of the area's leading educational institutions; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby extend our gratitude and our congratulations to Principal Linda McCarthy, the staff and students of Nathan Hale School in recognition of the fortieth anniversary of this school building at 6140 South Melvina Avenue, and extend to them all our fervent wishes for the continuing success of this fine institution; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Nathan Hale School.

*Presented By*

**ALDERMAN OCASIO (26th Ward):**

**CONGRATULATIONS EXTENDED TO MONCHILE CONCEPCION  
YOUTH AND COMMUNITY ORGANIZATION ON ITS  
TWENTY-FIFTH ANNIVERSARY.**

WHEREAS, The Monchile Concepcion Youth and Community Organization was founded in 1968 with the objective of establishing a recreational program for the entire family, and it has operated in the predominantly Hispanic neighborhoods of Humboldt Park, Logan Square and West Town for twenty-five years; and

WHEREAS, Monchile Concepcion recreational programs have assisted in the restructuring of families and in the decrease of unproductive activities among its participants; and

WHEREAS, Their activities are designed to provide recreational opportunities for all of its participants, as well as helping the businesses that sponsor their events to promote their services and goods to the community; and

WHEREAS, The organization has expanded its different entertainment resources to include adult fast-pitch softball, youth pony-league baseball program, adult domino tournaments, scholarship award presentations, family day, sponsor's night, old-timers program, and continues to increase in participation, now, therefore,

*Be It Resolved:*

1) That the City Council of Chicago gives recognition to this organization for its efforts in promoting better alternatives for their community, especially during summertime; and

2) That the City of Chicago takes into consideration that, despite the financial obstacles that the organization has faced during its twenty-five years of existence, their directives have not given up their goals; and

3) That this organization be recognized by the City of Chicago on its twenty-fifth anniversary, as an example for the entire City of Chicago as a strong component to promote sports, entertainment for children, youth, adults, senior citizens and the entire family in a secure atmosphere.

*Presented By*

**ALDERMAN GABINSKI (32nd Ward):**

**CONGRATULATIONS EXTENDED TO MS. CAROL A. TRZOS  
ON HER RETIREMENT FROM CHICAGO PARK DISTRICT  
AFTER THIRTY-FIVE YEARS OF EXEMPLARY  
SERVICE.**

WHEREAS, Carol A. Trzos of 4855 West Catalpa Avenue has been an exemplary employee of the Chicago Park District for thirty-five years and is now retiring with honor; and

WHEREAS, Carol A. Trzos has been the host park manager of the Independence Cluster for the last five years and the host park manager at Gompers Park for the pilot decentralization program for one year prior as well as the physical activities supervisor for Areas 9 and 10 for five years; and

WHEREAS, Carol A. Trzos was a playground supervisor at Indian Boundary Park, a physical instructor at Horner and Pulaski Parks and a recreation leader at Pulaski Park; and

WHEREAS, Carol A. Trzos has amassed a wealth of accomplishments during the course of her career with the Chicago Park District, including developing the district's first theatre arts camp and working diligently to promote cultural as well as physical activities programming in the district; and

WHEREAS, Carol A. Trzos served as the representative of Regional and Host Management and staff on the A.D.A. Accessibility Advisory Committee; and

WHEREAS, Carol A. Trzos has truly been an example of what it means to be a qualified and dedicated employee of the Chicago Park District; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of Chicago hereby extend our sincerest appreciation and congratulations to Carol A. Trzos at this time on the occasion of her retirement, for her achievements and community service as an outstanding Chicago Park District employee; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to the Independence Cluster of the Chicago Park District for presentation.

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*Presented By*

**ALDERMAN WOJCIK (35th Ward):**

**GRATITUDE EXTENDED TO KNIGHTS OF COLUMBUS  
FOR THEIR NUMEROUS CONTRIBUTIONS.**

WHEREAS, The Knights of Columbus, a Roman Catholic organization which was formed on March 29, 1882 by Father Michael J. McGivney, has served the Christian community for the past one hundred eleven years; and

WHEREAS, The Knights of Columbus have strived to maintain the high morals of Christianity through their 74,500 members and three hundred sixty councils as a Catholic family fraternal organization; and

WHEREAS, The Knights of Columbus, through their dedicated teamwork, have raised funds for many charitable aids: \$1,700,000 raised to help the mentally handicapped in the State of Illinois, a \$150,000 disaster fund used to help rebuild churches damaged by fires and \$25,000 was raised to assist the hurricane victims in Florida, Louisiana and Hawaii; and

WHEREAS, The Knights of Columbus, on May 29, 1993, will be conducting their ninety-sixth annual State Convention at the Sheraton Chicago Hotel and Towers; and

WHEREAS, The Knights of Columbus State Deputy is Ronald A. Ziemba, who has created the theme "Dedicated teamwork will make it happen", has been an inspiration to all; and

WHEREAS, The Knights of Columbus, through their high standards and Christian services to humanity are recognized and honored for their contributions to God, country and mankind; now, therefore,

*Be It Resolved*. That we, the Mayor and the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our gratitude for the services you have rendered and extend our best wishes for continued success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Ronald A. Ziemba, State Deputy of the Knights of Columbus.

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*Presented By*

**ALDERMAN WOJCIK (35th Ward) And OTHERS:**

**GRATITUDE EXTENDED TO MR. EDWARD G. DYKLA FOR HIS  
CONTRIBUTIONS TO POLISH-AMERICAN COMMUNITY  
AND CITY OF CHICAGO.**

A resolution, presented by Aldermen Wojcik, Fary, Troutman, Laski, Bialczak, Gabinski, Mell, Austin, Banks, Allen, Laurino and M. Smith, reading as follows:

WHEREAS, Edward G. Dykla was born on April 13, 1933, in Chicago, Illinois, and served in the United States Army. He married his wife, Loretta, and has been blessed with two sons, Michael and Mark; and

WHEREAS, Edward G. Dykla attended Saint Mary of the Angels Grade School and graduated from Weber High School in 1951; and

WHEREAS, Edward G. Dykla received a bachelor of arts degree from Benedictine College of Kansas in 1957; and

WHEREAS, Edward G. Dykla attended graduate courses in education at Loyola University, DePaul University and the University of Chicago; and

WHEREAS, Edward G. Dykla has been honored as the recipient of numerous awards, and most recently has received: the Fidelitas Medal from Orchard Lake Schools in 1993, National Citizen of the Year Award American-Polish Eagle in 1992, Who's Who in America in 1992, Presidential Award from the Polish Welfare Association in 1991, Equestrian Order of the Holy Sepulchre of Jerusalem in 1991, Citizen's Award by the Chicago Police Association in 1990 and distinguished awards of appreciation by the Polish-American Police Association in 1990; and

WHEREAS, Edward G. Dykla is the national president of the Polish Roman Catholic Union of America; and

WHEREAS, Edward G. Dykla is also credited as the national treasurer of the Polish-American Congress, chairman of the Polish-American Museum of America Board, member of the Advisory Board at Saint Mary of Nazareth Hospital Center, member of the Saint Joseph's Home for the Aged Board, member of the European-American Advisory Committee of the Archdiocese of Chicago and member of the Illinois State Tollway Advisory Committee; and

WHEREAS, Edward G. Dykla will be honored as the grand marshal of the 1993 Chicago Polish Constitution Day Parade to be held on May 1, 1993; and

WHEREAS, Edward G. Dykla will be honored by Saint Mary of Nazareth Hospital Center on May 21, 1993, as "Man of the Year"; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our gratitude for the services Edward G. Dykla has rendered to the Polish-American community and the City of Chicago, and extend our best wishes for continued success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to Alderman Michael A. Wojcik for presentation.

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*Presented By*

**ALDERMAN LAURINO (39th Ward):**

**CONGRATULATIONS EXTENDED TO MRS. GRACE LUNDE ON HER  
RETIREMENT FROM DES PLAINES PUBLISHING COMPANY  
AND "CHICAGO SUBURBAN TIMES" NEWSPAPERS.**

WHEREAS, Grace Lunde, one of this City's most vital citizens, is retiring after thirty-six years with Des Plaines Publishing Company and the *Chicago Suburban Times* newspapers; and

WHEREAS, Grace Lunde started her illustrious career in 1957 as a community columnist with the *Edison-Norwood Times Review*. Over the years she was promoted to reporter, then editor of the Edison-Norwood paper serving Chicago's far northwest side neighborhoods, then was founding editor of its Edgebrook edition in 1985; and

WHEREAS, A resident of Chicago's Edison Park community since her marriage to Chester Lunde in 1950, Grace Lunde took an active part in her grateful community, while working and raising her children, Anne and Albert. She has been a member of the Edison Park Community Council for thirty-six years, the longest tenure among its active members; and

WHEREAS, A citizen of enormous scope and achievement, Grace Lunde has given liberally of her time and great talent to numerous civic, community and religious organizations. She truly epitomizes Chicago's "I Will" spirit; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our gratitude and our heartiest congratulations to Grace Lunde as she retires from her many positions of responsibility, and we wish this great citizen continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Grace Lunde.

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**CONGRATULATIONS EXTENDED TO MR. DAN TULLY  
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Dan Tully, outstanding young citizen of Chicago's great northwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Boy Scout Troop 957, Dan Tully has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Dan Tully represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby offer our heartiest congratulations to Dan Tully 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 Dan Tully.



*Presented By*

**ALDERMAN DOHERTY (41st Ward):**

**CONGRATULATIONS EXTENDED TO CHICAGO FIRE  
DEPARTMENT LIEUTENANT PAUL F. ALBERT  
ON HIS RETIREMENT AFTER  
THIRTY-SEVEN YEARS OF  
DEDICATED SERVICE.**

WHEREAS, Chicago Fire Lieutenant Paul F. Albert has retired after a sterling career in public service extending over thirty-seven years; and

WHEREAS, Paul F. Albert joined the Chicago Fire Department January 16, 1956, and was promoted to lieutenant January 1, 1967. He retired September 17, 1992; and

WHEREAS, The leaders of this great City are proud and aware of the debt owed those who so selflessly serve the public in the quest of making Chicago a better place to live; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby offer our gratitude and our congratulations to Chicago Fire Lieutenant Paul F. Albert on the occasion of his retirement from public service, and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Paul F. Albert.

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**CONGRATULATIONS EXTENDED TO CHICAGO FIRE  
DEPARTMENT ENGINEER EUGENE J. CZARNECKI  
ON HIS RETIREMENT AFTER THIRTY-FIVE  
YEARS OF DEDICATED SERVICE.**

WHEREAS, Chicago Firefighter Eugene J. Czarnecki has retired after a sterling career in public service extending over thirty-five years; and

WHEREAS, Eugene J. Czarnecki joined the Chicago Fire Department September 25, 1957, and was promoted to fire engineer April 1, 1985. He retired February 11, 1993; and

WHEREAS, The leaders of this great City are proud and aware of the debt owed those who so selflessly serve the public in the quest of making Chicago a better place to live; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby offer our gratitude and our congratulations to Chicago Fire Engineer Eugene J. Czarnecki on the occasion of his retirement from public service, and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Eugene J. Czarnecki.

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**CONGRATULATIONS EXTENDED TO CHICAGO FIRE  
DEPARTMENT ENGINEER THEODORE DOLIBOIS, JR.  
ON HIS RETIREMENT AFTER THIRTY-FOUR  
YEARS OF DEDICATED SERVICE.**

WHEREAS, Chicago Fire Engineer Theodore Dolibois, Jr. has retired after a sterling career in public service extending over thirty-four years; and

WHEREAS, Theodore Dolibois, Jr., joined the Chicago Fire Department January 16, 1959, and was promoted to fire engineer October 16, 1968. He retired April 19, 1993; and

WHEREAS, The leaders of this great City are proud and aware of the debt owed those who so selflessly serve the public in the quest of making Chicago a better place to live; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby offer our gratitude and our congratulations to Chicago Fire Engineer Theodore Dolibois, Jr., on the occasion of his retirement from public service, and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Theodore Dolibois, Jr..

**CONGRATULATIONS EXTENDED TO CHICAGO FIRE FIGHTER  
RUSSELL H. JACOBSON ON HIS RETIREMENT  
AFTER THIRTY-TWO YEARS OF  
DEDICATED SERVICE.**

WHEREAS, Chicago Fire Fighter Russell H. Jacobson retired after a sterling career in public service extending over thirty-two years; and

WHEREAS, Russell H. Jacobson joined the Chicago Fire Department January 16, 1954, and retired November 4, 1986; and

WHEREAS, The leaders of this great City are proud and aware of the debt owed those who so selflessly serve the public in the quest of making Chicago a better place to live; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby offer our gratitude and our congratulations to Chicago Fire Fighter Russell H. Jacobson on the occasion of his retirement from public service, and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Russell H. Jacobson.

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**CONGRATULATIONS EXTENDED TO CHICAGO FIRE  
DEPARTMENT ENGINEER JAMES R. MUNSEN  
ON HIS RETIREMENT AFTER TWENTY-FOUR  
YEARS OF DEDICATED SERVICE.**

WHEREAS, Chicago Fire Engineer James R. Munsen has retired after a sterling career in public service extending almost twenty-five years; and

WHEREAS, James R. Munsen joined the Chicago Fire Department January 1, 1968, and was promoted to fire engineer June 1, 1982. He retired September 19, 1992; and

WHEREAS, The leaders of this great City are proud and aware of the debt owed those who so selflessly serve the public in the quest of making Chicago a better place to live; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby offer our gratitude and our congratulations to Chicago Fire Engineer James R. Munsen on the occasion of his retirement from public service, and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to James R. Munsen.

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**CONGRATULATIONS EXTENDED TO CHICAGO FIRE FIGHTER  
ROBERT P. REILLY ON HIS RETIREMENT  
AFTER THIRTY-ONE YEARS OF  
DEDICATED SERVICE.**

WHEREAS, Chicago Fire Fighter Robert P. Reilly has retired after a sterling career in public service extending almost thirty-two years; and

WHEREAS, Robert P. Reilly joined the Chicago Fire Department July 1, 1961, and retired December 7, 1992; and

WHEREAS, The leaders of this great City are proud and aware of the debt owed those who so selflessly serve the public in the quest of making Chicago a better place to live; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby offer our gratitude and our congratulations to Chicago Fire Fighter Robert P. Reilly on the occasion of his retirement from public service, and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Robert P. Reilly.

**CONGRATULATIONS EXTENDED TO MR. AND  
MRS. WOODROW POWERS ON THEIR  
FIFTIETH WEDDING  
ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Woodrow Powers, outstanding citizens and friends, are celebrating fifty golden years of wedded bliss on June 13, 1993; and

WHEREAS, LaVergne and Woodrow Powers were joined in holy matrimony July 13, 1943, and have led a joint life filled with love and productivity. They have three children and eight grandchildren, with all of whom they are celebrating this great occasion, and will be joined by 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 twenty-second day of April, 1993, A.D., do hereby offer our heartiest congratulations to Mr. and Mrs. Woodrow Powers as they celebrate their fiftieth wedding anniversary, and extend to these fine citizens and their family our very best wishes for continuing happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Woodrow Powers.

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*Presented By*

**ALDERMAN DOHERTY (41st Ward) And  
ALDERMAN MOORE (49th Ward):**

**APRIL 16, 1993 DECLARED "UNITED STATES COMMISSION ON  
IMPROVING THE EFFECTIVENESS OF THE UNITED  
NATIONS DAY IN CHICAGO".**

WHEREAS, On April 16, 1993, a precedent-setting public hearing took place in Chicago, a meeting of the United States Commission on Improving the Effectiveness of the United Nations, involving individuals, organizations, businesses and the academic community who appropriately recognize our great City as a "Midwest United Nations" with its diverse and multi-cultural population; and

WHEREAS, This public hearing was one of many national public hearings of the Commission. There are sixteen members: Congressman James A. Leach, Chairman; Charles M. Lichenstein, Co-Chair; Walter Hoffman; Senator Nancy Landon Kassenbaum; Senator Thomas F. Eagleton; Congressman Edward F. Feighan; Edwin J. Feulner, Jr.; Alan L. Keyes, former Assistant Secretary of State for International Affairs; Jeanne J. Kirkpatrick; Peter M. Leslie; Gary E. MacDougal; Father Richard John Neuhaus; Senator Claiborne Pell; Jerome J. Shestack; Dr. Harris O. Scoehberg; and Jose S. Sorzano. Together they shared ideas, collected public testimony and prepared a report to be presented to President Clinton and Congress by September, 1993; and

WHEREAS, The City of Chicago, proud of its status as a world city, celebrates international cooperation and supports the programs and principles of the United Nations, and also commends the Host Coalition Committee for planning this unique and productive public hearing to allow citizens of Chicago and the Midwest to give testimony and recommendations toward increasing the effectiveness of the United Nations; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered in assembly, do hereby declare that April 16, 1993, be known as "United States Commission On Improving The Effectiveness Of The United Nations Day In Chicago" and call to public attention the commission hearings and other events planned for that date; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the United States Commission on Improving the Effectiveness of the United Nations.

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*Presented By*

**ALDERMAN NATARUS (42nd Ward):**

**TRIBUTE TO LATE MRS. CHARLENE L. COOPERMAN.**

WHEREAS, Almighty God in his infinite mercy and wisdom called Mrs. Charlene L. Cooperman to her eternal reward on the second day of April, nineteen hundred and ninety-three; and

WHEREAS, Mrs. Charlene L. Cooperman was treasurer of the City Club of Chicago for more than fifteen years; and

WHEREAS, Mrs. Charlene L. Cooperman was also treasurer of the 18th District Chicago Police Department Steering Committee for many years; and

WHEREAS, Mrs. Charlene L. Cooperman was a member of the Board of the City of Chicago; and

WHEREAS, Mrs. Charlene L. Cooperman was also an officer of the Chicago Area Public Affairs Group; and

WHEREAS, Mrs. Charlene L. Cooperman was very politically active with the Republican Women's Volunteers; and

WHEREAS, Mrs. Charlene L. Cooperman devoted countless hours of her life to helping people and improving her community; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this twenty-second day of April, nineteen hundred and ninety-three, do hereby express our deepest sorrow at the passing of Mrs. Charlene L. Cooperman, and do also extend to her beloved husband, Seymour; her daughter, Lynn; her three grandchildren; her three great-grandchildren; and her many friends, our deepest and most heartfelt condolences on the occasion of their profound loss. Mrs. Charlene L. Cooperman was a kind and generous 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 Mrs. Charlene L. Cooperman.

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**TRIBUTE TO LATE MR. FRED J. GREIF.**

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Fred J. Greif to his eternal reward on the twenty-fifth day of March, nineteen hundred and ninety-three; and

WHEREAS, In 1963, Mr. Fred J. Greif and his family opened the Golden Ox Restaurant on the near north side of Chicago; and

WHEREAS, The Golden Ox Restaurant has become one of Chicago's best known restaurants; and

WHEREAS, Mr. Fred J. Greif was also the owner and operator of the Greif Certified Grocery; and

WHEREAS, Mr. Fred J. Greif was a member of the Red Cloud Organization; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this twenty-second day of April, nineteen hundred and ninety-three, do hereby express our deepest sympathy at the passing of Mr. Fred J. Greif, and do also extend to his beloved wife, Evelyn; his two sons, Fred and Donald; his daughter, Lynn Ann; his grandchildren, Anthony, Karen, Ronald, Fred, Candice, Michael and Michelle; and his many friends, our deepest and most heartfelt condolences on the occasion of their profound loss. Mr. Fred J. Greif was a kind 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. Fred J. Greif.

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*TRIBUTE TO LATE MRS. SHELLY NORBROCK.*

WHEREAS, Almighty God in his infinite mercy and wisdom called Mrs. Shelly Norbrock to her eternal reward on the twentieth day of March, nineteen hundred and ninety-three; and

WHEREAS, Mrs. Shelly Norbrock lived on the near north side of Chicago; and

WHEREAS, Mrs. Shelly Norbrock came to Chicago from Gothenburg, Nebraska; and

WHEREAS, Mrs. Shelly Norbrock was the managing director of the United States distribution business unit at Continental Bank, a position she held since 1988; and

WHEREAS, Mrs. Shelly Norbrock was a hard-working, kind and gentle person who was liked by all who met her; and

WHEREAS, On March 20th, 1993, Mrs. Shelly Norbrock was senselessly and brutally taken from us as the result of a violent crime; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this twenty-second day of April, nineteen hundred and ninety-three, do hereby express our deepest and most heartfelt sympathy at the passing of Mrs. Shelly Norbrock, and do also extend to her beloved husband, Scott; her mother and father, Connie and



Gerald; her sisters, Jeri Lynn, Keri and Marcia; her grandparents, Mrs. Ruth Stone and Mr. and Mrs. Thomas J. Norbrock; her nieces, Emily and Catherine; her nephew, John; and her many friends, our deepest and most heartfelt condolences on the occasion of their profound loss. Mrs. Shelly Norbrock was a kind and gentle 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 Mrs. Shelly Norbrock.

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*TRIBUTE TO LATE MR. CASIMIR R. WACHOWSKI.*

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Casimir R. Wachowski to his eternal reward on the fifteenth day of April, nineteen hundred and ninety-three; and

WHEREAS, Mr. Casimir R. Wachowski was instrumental in getting Crawford Avenue renamed for the Revolutionary War hero, Casimir Pulaski; and

WHEREAS, In order to rename Crawford Avenue, Mr. Casimir R. Wachowski faced several legal battles, which took the cause all the way to the Supreme Court of the United States; and

WHEREAS, Mr. Casimir R. Wachowski was also well known for representing the victims of Richard Speck; and

WHEREAS, Mr. Casimir R. Wachowski filed the suit against Richard Speck to prevent him from profiting from any books or other accounts of the crime; and

WHEREAS, Mr. Casimir R. Wachowski got 3.5 Million Dollars for the victims' estates; and

WHEREAS, Mr. Casimir R. Wachowski was a charismatic, dynamic, progressive and forward-looking individual who put one hundred percent into everything he did; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this twenty-second day of April, nineteen hundred and ninety-three, do hereby express our deepest sorrow at the passing of Mr. Casimir R. Wachowski, and do also extend to his beloved wife, Mabel; his daughters, Carmelle, Joyce and Fay; his two brothers; his sister, Gertrude; his five grandchildren; and his many friends, our deepest and most heartfelt condolences on the occasion of their profound loss. Mr. Casimir R. Wachowski 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. Casimir R. Wachowski.

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CONGRATULATIONS EXTENDED TO MR. VICTOR T. BURT  
ON HIS RETIREMENT AS MANAGER OF  
HILTON INTERNATIONAL'S  
DRAKE HOTEL.

WHEREAS, Mr. Victor T. Burt began his career with Hilton International in 1959; and

WHEREAS, Mr. Victor T. Burt became manager of Hilton International's Drake Hotel in May of 1983; and

WHEREAS, While in Chicago, Mr. Victor T. Burt served on the Board of Directors of the Greater North Michigan Avenue Association; and

WHEREAS, Mr. Victor T. Burt also served on the Board of Directors of the Hotel and Motel Association of Illinois; and

WHEREAS, Mr. Victor T. Burt was a member of the Executive Committee of the Chicago Tourism Council; and

WHEREAS, Mr. Victor T. Burt is also on the Board of Directors for United Cerebral Palsy, and for the past six years has served on the Telethon Committee; and

WHEREAS, Mr. Victor T. Burt is also a member of the SKAL Club, the Chicago Association of Commerce, the Executives Club of Chicago and the One Hundred Club; and

WHEREAS, Mr. Victor T. Burt retired from Hilton International and left the Drake Hotel on March 31, 1993; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this twenty-second day of April, nineteen hundred and ninety-three, do hereby honor and congratulate Mr. Victor T. Burt on the occasion of his retirement from Hilton International and the Drake Hotel, and do also extend our deepest gratitude for all that Mr. Victor T. Burt has done to promote, develop, and extend tourism and business in the City of Chicago. We wish him health, success and happiness in all his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. Victor T. Burt.

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**GRATITUDE EXTENDED TO MRS. PHYLLIS MAIER FOR  
HER COMMITMENT TO IMPROVE SURROUNDING  
NEIGHBORHOOD FOR RESIDENTS  
OF 100 EAST WALTON  
CONDOMINIUM.**

WHEREAS, Mrs. Phyllis Maier has lived at 100 East Walton Street for many years; and

WHEREAS, Mrs. Phyllis Maier has served on the Board of Directors of the 100 East Walton Condominium Association since its third regular meeting on August 21, 1978; and

WHEREAS, Mrs. Phyllis Maier has held board offices of director, vice president, secretary and assistant secretary; and

WHEREAS, Mrs. Phyllis Maier also served as board president of the 100 East Walton Condominium Association for four years; and

WHEREAS, Mrs. Phyllis Maier has also faithfully and diligently served on various board committees including the finance, admissions, budget, accounting control, rules and regulations and insurance; and

WHEREAS, Mrs. Phyllis Maier has also dedicated countless hours to the improvement to the neighborhood surrounding the 100 East Walton building; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of Chicago, assembled in meeting this twenty-second day of April, nineteen hundred and ninety-three, do hereby express our deepest and most sincere gratitude to Mrs. Phyllis Maier, for her unwavering dedication, prudent judgment, admirable leadership and tireless efforts to improve the lives of the residents of 100 East Walton Street and the surrounding neighborhood; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Phyllis Maier.

**GRATITUDE EXTENDED TO MANAGEMENT AND STAFF  
OF LAWSON HOUSE YOUNG MEN'S CHRISTIAN  
ASSOCIATION FOR THEIR ASSISTANCE  
TO VICTIMS OF PAXTON  
HOTEL FIRE.**

WHEREAS, On March 16, 1993, a tragic fire struck the Paxton Hotel on the near north side of Chicago; and

WHEREAS, As the result of the fire, many residents of the hotel were put out in the cold at 4:00 A.M.; and

WHEREAS, The Lawson House Y.M.C.A. took immediate action to help the victims of the Paxton Hotel fire; and

WHEREAS, Within hours of the fire, Mr. Walt Jones and the staff of the Lawson House Y.M.C.A. were able to provide housing to victims of the Paxton Hotel fire who were left homeless and without possessions; and

WHEREAS, In addition, the Lawson House Y.M.C.A. immediately began working with the American Red Cross to provide housing, food, clothing, shoes, medicine and counseling to the victims of the Paxton Hotel fire; and

WHEREAS, The Lawson House Y.M.C.A. also established a fund for the victims of the Paxton Hotel fire to help them replace some of their possessions that were lost; and

WHEREAS, The Lawson House Y.M.C.A.'s response to the tragedy was immediate and professional; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this twenty-second day of April, nineteen hundred and ninety-three, hereby express our deepest gratitude to the Lawson House Y.M.C.A., its management and staff, for all they have done to help the victims of the Paxton Hotel fire. Their kindness and dedication to the victims of this tragedy is a testimonial of the Y.M.C.A.'s longstanding tradition of helping people in need; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Lawson House Y.M.C.A..

**GRATITUDE EXTENDED TO MANAGEMENT, STAFF AND  
RESIDENTS OF CARL SANDBURG VILLAGE FOR  
THEIR ASSISTANCE TO VICTIMS OF  
PAXTON HOTEL FIRE.**

WHEREAS, On March 16, 1993, a tragic fire struck the Paxton Hotel on the near north side of Chicago; and

WHEREAS, As the result of the fire, many people were put out in the cold at 4:00 A.M.; and

WHEREAS, Many neighbors responded to the needs of the residents of the Paxton Hotel, helping in every way possible; and

WHEREAS, The residents, management and staff of Carl Sandburg Village Association Number 1 were among those who assisted the residents of the Paxton Hotel displaced by the fire; and

WHEREAS, Upon learning of the fire, Mr. John S. Santoro, the president of Carl Sandburg Village Association Number 1, its manager, Ms. Shelene Morlan and Mr. William Washington, a member of the maintenance staff, immediately responded to the emergency; and

WHEREAS, Ms. Cathy Knight, the manager of the Sandburg Village Homeowners Association, and its assistant manager, Ms. Mary L. Wolf, also assisted the residents of the Paxton Hotel; and

WHEREAS, The roof of the Dickenson Building located at 1360 North Sandburg Terrace was made accessible to Police and Fire Department personnel to survey the activity below; and

WHEREAS, The Sandburg Village hospitality suite was converted into a relief station for emergency personnel; and

WHEREAS, Many of the residents of Cummings House and Dickenson House brought food and clothing to victims who were waiting to be placed in emergency shelters; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this twenty-second day of April, nineteen hundred and ninety-three, hereby express our deepest gratitude to the management, staff and residents of Carl Sandburg Village, for all they did to help the victims of the Paxton Hotel fire. Their kindness and dedication to helping the victims of this tragedy is a testimonial to a community that truly cares, and a community dedicated to helping people; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to Sandburg Village Homeowners Association, Carl Sandburg Village Association Number 1, Mr. John S. Santoro, Ms. Shelene Morlan, Mr. William Washington, Ms. Cathy Knight, Ms. Mary L. Wolf and the residents of Carl Sandburg Village.

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*Presented By*

**ALDERMAN EISENDRATH (43th Ward):**

**CONGRATULATIONS EXTENDED TO MR. JONATHON RODGERS  
ON RECEIVING THE CITY OF HOPE'S "THE SPIRIT  
OF LIFE" AWARD.**

WHEREAS, Jonathon Rodgers is an accomplished journalist and television executive; and

WHEREAS, Mr. Rodgers earned a bachelor of arts in journalism at the University of California and a master's in communication at Stanford University; and

WHEREAS, Mr. Rodgers began his career in print journalism, first as a reporter for *Sports Illustrated* and then as an editor at *Newsweek*; and

WHEREAS, Mr. Rodgers then joined the CBS affiliate in Los Angeles, where he worked as a producer, news director and station manager; and

WHEREAS, Mr. Rodgers went on to CBS News in New York, where he became executive director of the Morning News; and

WHEREAS, Mr. Rodgers subsequently became general manager at WBBM-TV in Chicago; and

WHEREAS, Since 1990, Mr. Rodgers has served as president of CBS Television Stations Division; and

WHEREAS, On April 27th, 1993, Mr. Rodgers is to be honored at a gala celebration by The City of Hope, a nationwide medical research and treatment institution; and

WHEREAS, Mr. Rodgers is directing proceeds from the event to assist AIDS victims; now, therefore,

*Be It Resolved*, That the Mayor and City Council of Chicago, this twenty-second day of April, 1993, do hereby commend Jonathon Rodgers for his journalistic accomplishments and contributions to the community.

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*Presented By*

**ALDERMAN HANSEN (44th Ward):**

**CONGRATULATIONS EXTENDED TO MR. MELVIN ANDERSON  
ON HIS RETIREMENT AFTER TWENTY-SIX YEARS OF  
SERVICE WITH CITY OF CHICAGO'S  
DEPARTMENT OF HEALTH.**

WHEREAS, Melvin Anderson has given the City of Chicago twenty-six years of tireless service and is now retiring; and

WHEREAS, Since August 1st of 1988, Melvin Anderson has diligently worked as a sanitarian in the Food Program of the Department of Health, ensuring that the proper sanitary conditions are maintained to protect the public against infection; and

WHEREAS, Melvin Anderson has also long been active in improving government through his support of caring responsible political candidates; and

WHEREAS, Melvin Anderson has served his community as an active and devoted member of Saint Alphonsus Parish; and

WHEREAS, Melvin Anderson has been an exemplary husband, father, parishioner and public servant; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twenty-second day of April, 1993, express our deeply felt gratitude to Melvin Anderson for his public and community service, and wish him many happy years in retirement; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Melvin Anderson.

**CONGRATULATIONS EXTENDED TO MR. ROBERT C. MUELLER  
ON HIS RETIREMENT AFTER THIRTY-TWO YEARS  
OF SERVICE WITH CITY OF CHICAGO.**

WHEREAS, Robert C. Mueller, after faithfully serving the City of Chicago for thirty-two years, is now retiring; and

WHEREAS, During most of that period, Robert C. Mueller has worked on sanitation in the 44th Ward, seeing to it that garbage was diligently collected, and streets and alleys properly cleaned, thus helping to provide a safe, healthy environment for his fellow citizens; and

WHEREAS, The hardworking Robert C. Mueller has always conscientiously carried out his duties as worker, section foreman and superintendent in an outstanding manner; and

WHEREAS, Robert C. Mueller has also been a devoted family man, raising five terrific children, three sons and two daughters, who are now themselves responsible citizens; and

WHEREAS, Robert C. Mueller is a champion comparison shopper, generously informing his fellow workers as to where they can obtain the best grocery bargains and making sure that coupon offers and sales do not go unused; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council, assembled here this twenty-second day of April, 1993, express our gratitude to Robert C. Mueller for his long years of hard work on the City's behalf and wish him many happy years in retirement; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Robert C. Mueller.

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**CONGRATULATIONS EXTENDED TO MR. DELBERT PEARSON  
ON HIS RETIREMENT AS ASSISTANT FORESTRY  
SUPERVISOR FOR CITY OF CHICAGO'S  
BUREAU OF FORESTRY.**

WHEREAS, Delbert Pearson, who has devoted himself to public service for the last thirty-one years, is now retiring; and



WHEREAS, Delbert Pearson has for the last sixteen of those years been employed in the Bureau of Forestry, where through diligence and ability he has advanced from Tree Trimmer I to Assistant Forestry Supervisor; and

WHEREAS, Delbert Pearson's skilled work as both a trimmer and a supervisor has eliminated dangerous problems and ensured the health of thousands of trees, thus helping countless Chicagoans to have a more secure and attractive environment; and

WHEREAS, Delbert Pearson has over the years brightened the days of so many with a boundless supply of jokes and anecdotes; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twenty-second day of April, 1993, express our heartfelt thanks to Delbert Pearson for his marvelous record of public service and wish him many years of happiness and success on the golf links during his upcoming retirement; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Delbert Pearson.

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**CONGRATULATIONS EXTENDED TO MR. WILLIAM SMAR  
ON HIS RETIREMENT AS INSPECTOR FOR CITY  
OF CHICAGO'S DEPARTMENT OF  
CONSUMER SERVICES.**

WHEREAS, William Smar, after twenty-one years of faithful service to the City of Chicago, is now retiring; and

WHEREAS, William Smar has diligently worked as an inspector for the Department of Consumer Services, seeing to it that the public is protected against those who would offer shoddy goods or cheat on pricing; and

WHEREAS, William Smar has always carried out his duties in such an honest, responsible manner that he has reflected credit on city government and achieved genuine improvement in services offered to the public; and

WHEREAS, William Smar has also been a leader in his neighborhood, helping to organize the West Lake View Neighbors and the Bosworth Block Club, and supplying the massive grill for the club's annual summer block parties; and

WHEREAS, William Smar has demonstrated his environmental concern by assiduously harvesting surplus salmon and trout from Lake Michigan; and

WHEREAS, William Smar has been a standout performer as father, community leader and public servant; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twenty-second day of April, 1993, do hereby express our deepest gratitude to William Smar for his work in making our life in Chicago better, and wish him many a record catch in the retirement years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to William Smar.

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**CONGRATULATIONS EXTENDED TO LAKE VIEW CITIZENS'  
COUNCIL FOR FORTY YEARS OF SUCCESSFUL  
COMMUNITY SERVICE.**

WHEREAS, In the closing months of 1952, a group of Lake View residents and merchants came together to discuss their concerns over increasing street crime and criminal activity centering around certain irresponsibly managed taverns; and

WHEREAS, Out of these meetings came the foundation of the Lake View Citizens' Council, an organization of public spirited citizens devoted to the well-being and improvement of the Lake View community; and

WHEREAS, Beginning in the 1960s, the Lake View Citizens' Council increased its grassroots participation with the creation of neighborhood branch organizations and now serves as an umbrella group for thirteen such associations; and

WHEREAS, Over the years, the Lake View Citizens' Council has consistently demonstrated the ability of citizens working together to effect genuine improvements for their community, winning the initial battle against the delinquent taverns, and going on from there to successfully stop the construction of 4 + 1s, gain down-zoning to control the proliferation of highrises, ensure residential permit parking for Chicago Cubs night games and many more community victories; and

WHEREAS, Today a healthy and vibrant Lake View Citizens' Council is continuing its vigorous efforts for a better Lake View; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twenty-second day of April, 1993, congratulate the Lake View Citizens' Council, its leaders and members on forty years of successful community service and wish them many more years of success in Lake View's future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation at the Lake View Citizens' Council's annual meeting.

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**CONGRATULATIONS EXTENDED TO MR. TONY WEISMAN  
AND WELLINGTON-OAKDALE OLD GLORY MARCHING  
SOCIETY ON THIRTIETH ANNIVERSARY OF  
THEIR ANNUAL LABOR DAY PARADE.**

WHEREAS, On Memorial Day, 1963, Al Weisman, a beloved Chicago newsman, assembled a dozen children, gave them American flags, and led them in a parade around the block as a demonstration of patriotism and community spirit; and

WHEREAS, Al Weisman repeated this effort on the following Labor Day with many more participants; and

WHEREAS, Soon the holiday parades became regular events with hundreds of participants, and the group became known as the Wellington-Oakdale Old Glory Marching Society, or affectionately simply W.O.O.G.M.S.; and

WHEREAS, Throughout the years the marches have remained an event for participants not onlookers, faithful to Al Weisman's imperative "everybody marches, nobody watches"; and

WHEREAS, True to that spirit even congressmen are welcome to march, and do, but may not give political speeches; and

WHEREAS, The parades have also helped to raise money for such worthy, but diverse, causes as the Lincoln Park Zoo and the John F. Kennedy Library; and

WHEREAS, Upon Al Weisman's death in 1974, his son, Tony, assumed parade leadership and has been carrying on the tradition ever since; and

WHEREAS, Tony's son, Adam, now three-and-a-half, also helps lead the parade, ensuring the celebration will continue through three generations of Weismans; and

WHEREAS, This activity so clearly demonstrates the wealth of community spirit and love of country present in the heart of our great city and in the hearts of its citizens; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twenty-second day of April, 1993, congratulate Tony Weisman, the whole Weisman family, and the throngs of parade participants on the thirtieth anniversary of the founding of this heartwarming event and wish them many more years of joyous parading; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Tony Weisman.

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*Presented By*

**ALDERMAN SCHULTER (47th Ward):**

**GRATITUDE EXTENDED TO MR. GÜNTER T. WASSERBERG,  
CONSUL GENERAL OF GERMANY FOR HIS  
SERVICES TO CITY OF CHICAGO.**

WHEREAS, Günter T. Wasserberg, Consul General of Germany in Chicago, has accepted a new assignment in Abidjan, the capitol of the Ivory Coast in West Africa; and

WHEREAS, Günter T. Wasserberg has been Consul General in Chicago since 1988, and in that time he has done a great deal for our great City, and he and his lovely wife, Anne Angelika, have made many friends here; and

WHEREAS, As he continues a career that has included foreign service in many lands and foreign office assignments in Bonn, Germany as well, Günter T. Wasserberg is sure to enhance whatever positions he fills in the future; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our gratitude to Günter T. Wasserberg for his many services to our city as Consul General of Germany in Chicago, and extend to this great world citizen and his family 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 Mr. and Mrs. Günter T. Wasserberg.

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*JUNE 4, 1993 DECLARED "CHALLENGE OF CHAMPIONS DAY IN CHICAGO".*

WHEREAS, June 4, 1993, marks the fourteenth year of Challenge of Champions (Chicago Public Schools Olympics for children with physical disabilities) at Chicago's Amundsen Park, 6200 West Bloomingdale Avenue; and

WHEREAS, This outstanding event involves approximately one thousand physically challenged and other health impaired children from Chicago's elementary schools who earn the opportunity to compete in specialized athletic events which stress the ability, not the disability, of each youngster. Individual medals are awarded to the students, and all participants receive a ribbon; and

WHEREAS, The 1993 Challenge of Champions provides a unique opportunity to these thousand students, and is a day of excitement and triumph for them as well as their families; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby pay tribute to all the Chicago elementary school students who take part in the fourteenth annual Challenge of Champions (Chicago Public Schools Olympics for children with physical disabilities) and call public attention to this outstanding event, scheduled for June 4, 1993 at Chicago's Amundsen Park; and

*Be It Further Resolved*, That June 4, 1993, be declared "Challenge Of Champions Day In Chicago" in honor of all the fine young participants in this great event.

*Presented By*

**ALDERMAN M. SMITH (48th Ward):**

**APRIL 23, 1993 DECLARED "MARC SCHULMAN DAY"  
IN CHICAGO.**

WHEREAS, Marc Schulman's commitment to his community and to the City led to the redevelopment of the Eli Schulman Playground; and

WHEREAS, Marc Schulman fulfilled a grand plan to restore Seneca Park as a great urban space; and

WHEREAS, Marc Schulman promoted the first citywide Children's Playground Spruce-Up in 1992; and

WHEREAS, Marc Schulman will sponsor, with Friends of the Parks, the Second Annual Children's Playground Spruce-Up on Saturday, May 15, 1993; and

WHEREAS, Over two hundred volunteers will repair over three hundred playgrounds in the City on Saturday, May 15, 1993; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this twenty-second day of April, 1993, A.D., declare Friday, April 23, 1993, "Marc Schulman Day" to honor the civic involvement of a leading Chicago citizen; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Marc Schulman.

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**CONGRATULATIONS EXTENDED TO MS. MOLLIE WEST ON  
BEING HONORED AT THIRTY-FIFTH ANNUAL  
DEBS-THOMAS-HARRINGTON DINNER.**

WHEREAS, Mollie West is a Chicago citizen of great pioneering spirit to whom awards and citations have become a greatly appreciated custom. She was "Chicago Woman of the Year" in 1988 and this year is being honored at the 35th Annual Eugene V. Debs-Norman Thomas-Michael Harrington Dinner May 7, 1993; and

WHEREAS, Mollie West has become a symbol of perseverance, vigor, leadership and principle. Now seventy-seven years young, she grew up a crippled child in Poland and came to America to become one of its most passionate political organizers and labor activists; and

WHEREAS, Almost alone in what was a man's world of labor, Mollie West became a journeyman printer and is now a member of the Executive Committee of ITU Local 16. She is a founding member of the Coalition of Labor Union Women and a member of the CLUW National Executive Board. For over twenty-five years she has been a delegate to the Chicago Federation of Labor and the Illinois State AFL-CIO; and

WHEREAS, Once having to go into hiding because of what were then controversial political beliefs, Mollie West has risen above adversity to find success and the fervent admiration of her colleagues. She is secretary of the Illinois Labor History Society and a member of innumerable other organizations. Among her greatest achievements are the election of women to the CFL Council and the establishment of an annual labor movement tribute to women. Her success measures a towering figure in our society; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our heartiest congratulations to Mollie West, who exemplifies Chicago's "I Will" spirit and who has personally broadened the scope of labor movements in this great nation; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mollie West.

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**GRATITUDE EXTENDED TO SENN METROPOLITAN  
ACADEMY FOR ITS "TEACHING ENGLISH  
TO SPEAKERS OF OTHER LANGUAGES"  
PROGRAM.**

WHEREAS, Friday, April 23, 1993, has been set aside for Senn Metropolitan Academy's International Day celebration as part of its enormously successful program of "Teaching English to Speakers of Other Languages" (T.E.S.O.L.); and

WHEREAS, Senn Metropolitan Academy, a Chicago public school, has long been recognized as one of the most ethnically diverse high schools in the United States, and in 1969 Senn initiated this program of basic English instruction for its many diversified students who have only limited

proficiency in the language. In the past twenty-four years the T.E.S.O.L. program has expanded to encompass the students from some fifty-eight nations throughout the world who do not thrive in Chicago's great Uptown neighborhood and who attend Senn Metropolitan Academy. While the majority of the students are born in the United States of America, several hundred others are from nations as diverse as Vietnam, Mexico, India, Kampuchea, China and Pakistan; and there are many others from Guatemala, the Philippines, Laos, Cambodia, Iraq and other nations. All have come to Senn Metropolitan Academy, and their participation in the T.E.S.O.L. program is a giant step toward making all of these fine students better citizens able to thrive in this new world which welcomes them; and

WHEREAS, International Day thus focuses on Senn Metropolitan Academy's great T.E.S.O.L. program and its tremendous impact and widespread influence throughout our grateful community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby pay tribute to Senn Metropolitan Academy's great program of "Teaching English to Speakers of Other Languages" (T.E.S.O.L.) and call public attention to the Academy's International Day celebrations set for Friday, April 23, 1993; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Senn Metropolitan Academy.

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*Presented By*

**ALDERMAN STONE (50th Ward):**

**CONGRATULATIONS EXTENDED TO DEPUTY CHIEF OF PATROL  
JOHN J. WALSH, JR. ON HIS RETIREMENT FROM CHICAGO  
POLICE DEPARTMENT AFTER THIRTY-SIX YEARS  
OF DEDICATED SERVICE.**

WHEREAS, John J. Walsh, Jr., Deputy Chief of Patrol since January, 1988, one of Chicago's most dedicated and diligent public servants announced his retirement effective March 1, 1993; and

WHEREAS, John J. Walsh, Jr. joined the Chicago Police Department on May 1, 1957, and in the intervening years has proved a model police officer and an outstanding leader; and



WHEREAS, John J. Walsh, Jr. has served in virtually every category of police service. He was a police officer from May 1, 1957 -- 1961; a detective, 1961 --1963; sergeant, 1963 -- 1970; lieutenant, 1970 -- 1973; captain, Special Operations Group, February 1973 -- February 1981; commander of the 24th and 13th Police Districts, February 1981 -- March 1987; assistant deputy superintendent, March 1987 -- January 1988; and

WHEREAS, John J. Walsh, Jr., married Margaret Ann (nee Sullivan) on November 25, 1955, and has seven children, Kathleen, John J. III, Timothy, Patrick, Michael, Maribeth and Denis; grandfather to eleven and another on the way; and

WHEREAS, John J. Walsh, Jr. enlisted in the United States Navy in 1951 serving during the Korean War until 1955; and

WHEREAS, John J. Walsh, Jr. epitomizes the Chicago "I Will" spirit and represents the most exalted standards of public service; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, do hereby offer our gratitude and our sincere congratulations to John J. Walsh, Jr. on his retirement from an outstanding thirty-six year career of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to John J. Walsh, Jr..

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**CONGRATULATIONS EXTENDED TO CONGREGATION ANSHE  
MOTILE ON ITS NINETIETH ANNIVERSARY.**

WHEREAS, Congregation Anshe Motile will celebrate its ninetieth anniversary at the annual dinner to be held on Sunday, June 13, 1993, which will also honor two notable citizens of the West Rogers Park-Northtown communities, Abe and Yetta Sanders; and

WHEREAS, In 1903 a small group of Polish-Russian immigrants from the towns of Motile and Grodno established a synagogue whose first location was 137 West Cramer Street (now 13th Street) near Jefferson Street to provide a place of worship, assembly and immigrant aide, in unity with the orthodox traditions of Jewish law; and its second location was 1227 Washburne Avenue and then to Ridgeway Avenue at 18th Street, and in this location, its was established as a leading place of worship and education in the Jewish community of the west side of Chicago; and

WHEREAS, In 1956 Anshe Motele Synagogue relocated in the West Rogers Park community at 6520 North California Avenue, where under the leadership of Rabbis Kaplan and Goodman for three and one-half decades Anshe Motele has continued as an outstanding institution bringing honor to its leaders, spiritual and lay, and serving as a home to educational institutions over the years such as Rabbi Kaplan Hebrew School, Beis Yaakov, Brisk Yeshiva, Cheder Lubavitz, Anshe Mizrach-Sephardic Synagogue, and Yeshiva Shearis Yisroel. Anshe Motele also serves the community as the central location for Moas Chitim, the distribution of Passover and holiday food to the poor; and

WHEREAS, Upon Rabbi Menacham Goodman's retirement and elevation as Rabbi Emeritus, the Congregation is now led by a young, vibrant and committed Rabbi Alan M. Abramson, a graduate of Yeshiva University who has served as spiritual leader since 1990; now, therefore,

*Be It Resolved*, The Mayor and City Council of the City of Chicago, do hereby congratulate Congregation Anshe Motele and its leaders and membership on its ninetieth anniversary and extend our best wishes for its continued service to community and country; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the congregation.

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**HONOR EXTENDED TO FRANK AND MIRIAM ISAACS ON  
RECEIVING "STATE OF ISRAEL" AWARD FROM  
ZIONIST ORGANIZATION OF CHICAGO.**

WHEREAS, The Zionist Organization of Chicago will celebrate the 1993 Salute to Youth Tribute on Sunday, June 27th and will honor Frank and Miriam Isaacs who will receive the coveted "State of Israel" Award; and

WHEREAS, Frank and Miriam Isaacs have dedicated their lives to advance humanistic ideals for a better society, and are admired by leaders of our community on a municipal, state and federal level; and

WHEREAS, Frank Isaacs has served as executive director of the Zionist Organization of Chicago for the last thirty-five years and the Zionist Organization of Chicago is the founding chapter of American Zionism, chartered in the State of Illinois on October 25, 1898. Frank has served with honesty, integrity, knowledge and dedication, and as an educator and public speaker has enlightened all segments of our population, young and old, regardless of creed, race or religion; and

WHEREAS, Frank Isaacs is a Holocaust survivor of the concentration and death camps of Auschwitz, Buchenwald and Therezienstadt. He has rebuilt his life from the ashes of the Holocaust to become one of the most eloquent champions of the American ideals of freedom, justice and the pursuit of happiness; and

WHEREAS, Frank Isaacs is a strong advocate of building bridges between the governments of the State of Illinois, the United States of America and the State of Israel, the only true democracy in the Middle East and America's most trusted ally; and

WHEREAS, Frank Isaacs is an idealist in the mold of Theodore Herzl, the father of modern Zionism which lead to the establishment of the State of Israel, who said, "if you will it, it is not a dream. . . ."; now, therefore,

*Be It Resolved*, That the Mayor and the City Council of the City of Chicago, on this twenty-second day of April, 1993, do hereby acknowledge and pay tribute to Frank and Miriam Isaacs on the occasion of their receiving the "State of Israel" Award from the Zionist Organization of Chicago at its annual Salute to Youth Tribute on Sunday, June 27, 1993; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Frank and Miriam Isaacs.

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**MATTERS PRESENTED BY THE ALDERMEN.**

***(Presented By Wards, In Order, Beginning With The Fiftieth Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.**

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***Referred* -- ESTABLISHMENT OF LOADING ZONES  
AT SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<b>MAZOLA (1st Ward)</b>	<p>North Franklin Street, at 185 -- 5:00 A.M. to 7:00 P.M. -- Monday through Friday (tow zone);</p> <p>West Grand Avenue, at 851 -- at all times -- daily (tow zone);</p> <p>South Racine Avenue, at 620 -- at all times -- daily (tow zone);</p> <p>West Taylor Street, at 1075 -- at all times -- daily;</p> <p>East Wacker Drive, at 323 -- at all times -- daily (tow zone);</p> <p>West Washington Boulevard, at 1001 -- at all times -- daily (tow zone);</p>
<b>HAITHCOCK (2nd Ward)</b>	<p>East 43rd Street, at 416 -- 7:00 A.M. to 7:00 P.M. -- daily;</p>

Alderman	Location, Distance And Time
<i>SHAW</i> (9th Ward)	South Michigan Avenue, at 10220 -- at all times -- no exceptions;
<i>MADRZYK</i> (13th Ward)	South Pulaski Road, at 6006 -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday (handicapped parking) (public benefit);
<i>E. SMITH</i> (28th Ward)	North Kildare Avenue (alongside of 4655 West Lake Street and in front of the dock) -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;
<i>GABINSKI</i> (32nd Ward)	North Greenview Avenue, at 2450 (approximately 1512 -- 1520 West Altgeld Street) -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
<i>BANKS</i> (36th Ward)	North Harlem Avenue, at 3118 -- at all times -- no exceptions;
<i>ALLEN</i> (38th Ward)	West Irving Park Road, at 5715 -- at all times -- no exceptions;
<i>LAURINO</i> (39th Ward)	West Peterson Avenue, at 3449 -- at all times (handicapped);
<i>DOHERTY</i> (41st Ward)	North Harlem Avenue, at 5117 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (handicapped only);
<i>EISENDRATH</i> (43rd Ward)	North Cleveland Avenue, at 2060 -- 5:30 P.M. to 12:00 Midnight -- daily (valet parking);

Alderman	Location, Distance And Time
	West Montana Street, at 961 -- 8:00 A.M. to 10:00 P.M. -- no exceptions (handicapped only);
<i>LEVAR</i> (45th Ward)	North Northwest Highway, at 5150 (for a distance of 25 feet) -- at all times -- no exceptions (handicapped only);
<i>SHILLER</i> (46th Ward)	West Buena Avenue, at 929 (for a distance of 50 feet) -- during library hours (public benefit); West Leland Avenue, at 1066 (for a distance of 75 feet) -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (public benefit); West Montrose Avenue, at 850 (for a distance of 50 feet) -- 7:00 A.M. to 2:00 P.M. -- Monday through Saturday;
<i>M. SMITH</i> (48th Ward)	North Broadway, at 4806 -- 9:00 A.M. to 2:00 A.M. -- daily.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
LOADING ZONE AT 3315 -- 3317 NORTH CLARK STREET.

Alderman Hansen (44th 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 Clark Street (east side) at 3315 -- 3317 -- 9:00 A.M. to 7:00 P.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED LOADING ZONE AT  
2347 SOUTH MICHIGAN AVENUE.

Alderman Mazola (1st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council of June 22, 1988 (Council Journal of Proceedings, page 14684) which established loading zones at 2347 South Michigan Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED LOADING ZONE AT  
125 SOUTH WABASH AVENUE.

Alderman Mazola (1st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on June 17, 1992 (Council Journal of Proceedings, page 17779) which established loading zones on portions of specified public ways to include the following language: "No Parking/Tow Zone -- At All Times", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED LOADING ZONE AT  
1727 WEST 21ST STREET.

Alderman Medrano (25th 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 21st Street, at 1727 -- no parking -- Monday through Friday -- 7:00 A.M. to 4:00 P.M." and inserting in lieu thereof: "West 21st Street, at 1727 -- no parking -- Monday through Saturday -- 6:00 A.M. to 6:00 P.M. -- for a distance of 60 feet", 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>JONES</i> (15th Ward)	<p>South Bell Avenue, from West 67th Street to West 69th Street -- southerly;</p> <p>South Claremont Avenue, from 6700 west to 6900 west -- southerly;</p> <p>South Oakley Avenue, from West 67th Street to West 69th Street -- northerly;</p>
<i>MUNOZ</i> (22nd Ward) And <i>FARY</i> (12th Ward)	<p>South Laporte Avenue, from 4300 west to 4400 west -- northerly;</p> <p>West 43rd Street, from South Laporte Avenue to South Cicero Avenue -- easterly;</p> <p>West 44th Street, from South Cicero Avenue to South Laramie Avenue -- westerly;</p>
<i>SUAREZ</i> (31st Ward)	<p>Alley between West Diversey Avenue and West Belmont Avenue -- northerly;</p>
<i>MELL</i> (33rd Ward)	<p>First alley north of West Logan Boulevard, from North California Avenue to North Washtenaw Avenue -- easterly;</p>



Alderman	Location And Distance
NATARUS (42nd Ward)	Alley bounded by North Wabash Avenue, North Rush Street, East Superior Street and East Chicago Avenue -- easterly.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF  
SOUTH NEENAH AVENUE.

Alderman Laski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "South Neenah Avenue, from West 51st Street to South Archer Avenue -- southerly" and inserting in lieu thereof: "South Neenah Avenue, from West 51st Street to the first alley north of South Archer Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- REMOVAL OF PARKING METERS AT  
SPECIFIED LOCATIONS.

Alderman Mazola (1st Ward) presented proposed ordinances for the removal of parking meters at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Racine Avenue (west side) in the 500 block;  
East Wacker Drive, at 323 (Meters 10228 and 1921).

*Referred* -- LIMITATION OF PARKING DURING SPECIFIED  
HOURS AT DESIGNATED LOCATIONS.

Alderman Munoz (22nd Ward) and Alderman Fary (12th Ward) presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South La Crosse Avenue, from West 44th Street to West 44th Place -- two hour limit -- at all times;

South Lamon Avenue, from West 43rd Street to West 44th Street -- two hour limit -- at all times;

South Laporte Avenue, from West 43rd Street to West 44th Street -- two hour limit -- at all times;

South Laporte Avenue, from West 44th Place to West 45th Street -- two hour limit -- at all times;

West 44th Street, from South Cicero Avenue to South Lavergne Avenue -- two hour limit -- at all times;

West 44th Place, from South Lavergne Avenue to South La Crosse Avenue -- two hour limit -- at all times.

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*Referred* -- PROHIBITION OF PARKING AT ALL  
TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
MAZOLA (1st Ward)	South State Street, at 1526;

Alderman	Location and Distance
<i>TILLMAN</i> (3rd Ward)	South Wabash Avenue, at 4711 (except for handicapped);
<i>BLOOM</i> (5th Ward)	South Drexel Avenue (both sides) from East 73rd Street to East 74th Street (trucks only);  South University Avenue, at 7306 (except for handicapped);  East 72nd Street, at 1809 (except for handicapped);
<i>STEELE</i> (6th Ward)	South Calumet Avenue, at 9632 (except for handicapped);  South Greenwood Avenue, at 7806 (except for handicapped);  East 74th Street (alongside of 7358 South Cottage Grove Avenue) from the first alley west of Cottage Grove Avenue, to a point of 50 feet east thereof (except for handicapped);  East 90th Place, at 632 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Phillips Avenue, at 7734 (except for handicapped);
<i>DIXON</i> (8th Ward)	South Luella Avenue, at 8355 (except for handicapped);  South Phillips Avenue, at 8921 (except for handicapped);  East 85th Place, at 1509 (except for handicapped);

## Alderman

## Location and Distance

*BUCHANAN* (10th Ward)

South Luella Avenue, at 10043  
(except for handicapped);

South Merrill Avenue, at 9330  
(except for handicapped);

East 91st Street, at 2945 (except  
for handicapped);

*HUELS* (11th Ward)

South Bonfield Street, at 2924  
(except for handicapped);

*FARY* (12th Ward)

South Albany Avenue, at 4147  
(except for handicapped);

South Archer Avenue, at 4108  
(except for handicapped);

South Mozart Street, at 4353  
(except for handicapped);

West 38th Place, at 3511 (except  
for handicapped);

West 38th Place, at 3519 (except  
for handicapped);

*MADRZYK* (13th Ward)

South Kedvale Avenue, at 4743  
(except for handicapped);

South Kedvale Avenue, at 6517  
(except for handicapped);

South Lamont Avenue, at 6343  
(except for handicapped);

West 63rd Place, at 5638 (except  
for handicapped);

West 64th Place, at 5843 (except  
for handicapped);

## Alderman

## Location and Distance

*BURKE* (14th Ward)

South Artesian Avenue, at 5145  
(except for handicapped);

South Campbell Avenue, at 5309  
(except for handicapped);

South Sawyer Avenue, at 5805  
(except for handicapped);

South Troy Street, at 4541 (except  
for handicapped);

South Washtenaw Avenue, at  
5320 (except for handicapped);

West 38th Place, at 2715 (except  
for handicapped);

West 39th Place, at 3138 (except  
for handicapped);

*STREETER* (17th Ward)

South Carpenter Street, at 7350  
(except for handicapped);

South Laflin Street, at 6430  
(except for handicapped);

South Normal Avenue, at 7701  
(alongside of the building) (except  
for handicapped);

South Normal Avenue, at 7701 (in  
front of the building) (except for  
handicapped);

South Peoria Street, at 7930  
(except for handicapped);

West 73rd Street, at 1233 (except  
for handicapped);

*MURPHY* (18th Ward)

South Bishop Street, at 8021  
(except for handicapped);

Alderman	Location and Distance
	South Wolcott Avenue, at 7730 (except for handicapped);
	South Wood Street, at 8108 (except for handicapped);
<i>TROUTMAN</i> (20th Ward)	South Greenwood Avenue, at 6236 (except for handicapped);
	South Vernon Avenue, at 6531 (except for handicapped);
	South Wabash Avenue, at 7015 (except for handicapped);
<i>MUNOZ</i> (22nd Ward)	South Springfield Avenue, at 3151 (except for handicapped);
<i>LASKI</i> (23rd Ward)	South Normandy Avenue, at 6223 (except for handicapped);
<i>LASKI</i> (23rd Ward) And <i>MADRZYK</i> (13th Ward)	West 59th Street (both sides) from South Cicero Avenue east to the Belt Railway (tow zone);
<i>MILLER</i> (24th Ward)	South Drake Avenue, at 2120 (except for handicapped);
	West Lexington Street, at 4044 (except for handicapped);
<i>MEDRANO</i> (25th Ward)	West 28th Place, at 319 (except for handicapped);
<i>OCASIO</i> (26th Ward)	North Artesian Avenue, at 1714 (except for handicapped);
	West Cortez Street, at 2511 (except for handicapped);

## Alderman

## Location and Distance

West Evergreen Avenue, at 2715  
(except for handicapped);

West Haddon Avenue, at 2525  
(except for handicapped);

North Spaulding Avenue, at 1721  
(except for handicapped);

North Talman Avenue, at 1628;

*WATSON* (27th Ward)

North Christiana Avenue, at 738  
(except for handicapped);

North Drake Avenue, at 723  
(except for handicapped);

*E. SMITH* (28th Ward)

West Arthington Street, at 4721  
(except for handicapped);

West Gladys Avenue, at 4242  
(except for handicapped);

West Wilcox Street, at 4217  
(except for handicapped);

*BURRELL* (29th Ward)

North Austin Boulevard, at 1505  
(except for handicapped);

West Iowa Street, at 5952 (except  
for handicapped);

*BIALCZAK* (30th Ward)

North Keating Avenue, at 1721  
(except for handicapped);

North Kenneth Avenue, at 4337  
(except for handicapped);

North Kolmar Avenue, at 3146  
(except for handicapped);

Alderman	Location and Distance
<i>SUAREZ</i> (31st Ward)	West Cortland Street, from a point 525 feet west of North Kilbourn Avenue, to a point end of West Cortland Street (tow zone);
	North Kenton Avenue (both sides) from West Fullerton Avenue to West Diversey Avenue (east side of railroad tracks) (tow zone);
	North Lawndale Avenue, at 1143 (except for handicapped);
	West Nelson Street, at 4844 (except for handicapped);
	North Tripp Avenue, at 2047 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	West Henderson Street, at 1822 (except for handicapped);
	West Lyndale Street, at 2344 (except for handicapped);
	West Melrose Avenue, at 1843 (except for handicapped);
	North Paulina Street, at 1628 (except for handicapped);
<i>MELL</i> (33rd Ward)	North Albany Avenue, at 3814 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	West Vermont Avenue, at 948 (except for handicapped);
	West 109th Place, at 120 (except for handicapped);



Alderman	Location and Distance
<i>WOJCIK</i> (35th Ward)	West Addison Street, at 3941 (except for handicapped);  North Lawndale Avenue, at 2138 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Neva Avenue, at 2230 (except for handicapped);
<i>GILES</i> (37th Ward)	North Leclair Avenue, at 1136 (except for handicapped);  West Potomac Avenue, at 4837 (except for handicapped);
<i>ALLEN</i> (38th Ward)	North Austin Avenue, at 4544 (except for handicapped);  West Eddy Street, at 6235 (except for handicapped);  North Monitor Avenue, at 4107 (except for handicapped);  West Waveland Avenue, at 6008 (except for handicapped);  West Waveland Avenue, at 6020 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Keystone Avenue, at 4737 (except for handicapped);  North Kimball Avenue, at 5917 (except for handicapped);  North Lowell Avenue, at 4745 (except for handicapped);  North Spaulding Avenue, at 4538 (except for handicapped);

Alderman	Location and Distance
<i>DOHERTY</i> (41st Ward)	West Catherine Avenue, at 8711 (except for handicapped); West Holbrook Street, at 6236 (except for handicapped);
<i>EISENDRATH</i> (43rd Ward)	North Sheffield Avenue, at 2731 (except for handicapped);
<i>HANSEN</i> (44th Ward)	West Cornelia Avenue, at 559 (except for handicapped);
<i>LEVAR</i> (45th Ward)	North Central Avenue, at 5364 (driveway); North Lovejoy Avenue, at 5457 (except for handicapped); North Mobile Avenue, at 5331 (except for handicapped);
<i>SCHULTER</i> (47th Ward)	North Bell Avenue, at 4141 (except for handicapped); West Leland Avenue (south side) from a point 100 feet from the east side of North Ravenswood Avenue, to a point 180 feet east thereof, and (north side) from a point 150 feet from the east side of North Ravenswood Avenue, to a point of 180 feet east thereof (tow zone);
<i>M. SMITH</i> (48th Ward)	West Elmdale Avenue, at 1459 (except for handicapped).

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
7946 SOUTH ELLIS AVENUE.

Alderman Dixon (8th 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 Ellis Avenue, at 7946 (handicapped parking)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
3536 SOUTH HAMILTON AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Hamilton Avenue, at 3536 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
6342 SOUTH HERMITAGE 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 Hermitage Avenue, at 6342 (Handicapped Permit 5402)", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
3513 SOUTH LOWE AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Lowe Avenue, at 3513 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
10644 SOUTH WALDEN PARKWAY.

Alderman Rugai (19th 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 Walden Parkway, at 10644 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
3224 SOUTH WELLS 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: "South Wells Street, at 3224 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
6116 SOUTH WOOD STREET.

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 Wood

Street, at 6116 (Handicapped Permit 3091)", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
6120 SOUTH WOOD STREET.

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 Wood Street, at 6120 (Handicapped Permit 4560)", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* PROHIBITION OF PARKING DURING SPECIFIED  
HOURS AT 340 -- 344 WEST ARMITAGE AVENUE.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance to prohibit the parking of vehicles at 340 -- 344 West Armitage Avenue, between the hours of 5:00 P.M. to 12:00 Midnight, with no exceptions, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION DURING SPECIFIED HOURS ON  
PORTION OF NORTH LARAMIE AVENUE FROM  
FIRST ALLEY NORTH OF WEST IRVING  
PARK ROAD TO WEST MONTROSE  
AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on October 30, 1957 (Council Journal of Proceedings, page 6240) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Laramie Avenue (east side) from the first alley north of West Irving Park Road to West Montrose Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday

through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION DURING SPECIFIED HOURS ON  
PORTION OF NORTH LARAMIE AVENUE FROM  
FIRST ALLEY NORTH OF WEST IRVING  
PARK ROAD TO WEST SUNNYSIDE  
AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various ways by striking the words: "North Laramie Avenue (east side) from the first alley north of West Irving Park Road to West Sunnyside Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION DURING SPECIFIED HOURS AT  
4808 -- 4820 WEST IRVING PARK ROAD.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Irving Park Road (north side) at 4808 -- 4820 -- 4:00 P.M. to 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* REPEAL OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION DURING SPECIFIED HOURS  
ON PORTION OF SOUTH WELLS STREET.

Alderman Mazola (1st Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on April 29, 1992 (Council Journal of

Proceedings, page 15414) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "South Wells Street (both sides) from West Harrison Street to West Taylor Street -- No Parking/Tow Zone -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT 2041 WEST RICE STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "West Rice Street, at 2041 (Handicapped Permit 5338)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* ESTABLISHMENT OF RESIDENTIAL PERMIT  
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented a proposed ordinance and orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
LASKI (23rd Ward)	West 48th Street (both sides) from South La Crosse Avenue to the first alley west thereof -- at all times;
SUAREZ (31st Ward)	North Keeler Avenue (both sides) in the 1600 block -- at all times;

Alderman	Location, Distance And Time
<i>WOJCIK</i> (35th Ward)	West Altgeld Street (both sides) between North Avers Avenue and North Springfield Avenue -- at all times;
<i>BANKS</i> (36th Ward)	North Rutherford Avenue (both sides) in the 1600 block -- at all times;
<i>ALLEN</i> (38th Ward)	West Cullom Avenue (both sides) in the 5500 block -- at all times;
<i>LAURINO</i> (39th Ward)	West Agatite Avenue, from 3706 through 3752 -- 3:00 P.M. to 8:00 A.M. -- daily (extension of Zone 107);
<i>NATARUS</i> (42nd Ward) And <i>EISENDRATH</i> (43rd Ward)	North Astor Street (both sides) from East Division Street to East North Boulevard -- at all times;  East Banks Street (both sides) from North Astor Street to North Lake Shore Drive -- at all times;  East and West Burton Place (both sides) from North Clark Street to North Lake Shore Drive -- at all times;  North Dearborn Parkway (both sides) from West Goethe Street to West North Boulevard -- at all times;  North Dearborn Parkway (both sides) from 1220/1221 North Dearborn Street to West Goethe Street -- 6:00 P.M. through 9:00 A.M.;



Alderman

Location, Distance And Time

East and West Goethe Street (both sides) from North Clark Street to North Lake Shore Drive -- at all times;

East and West North Boulevard (both sides) from North Clark Street to North Lake Shore Drive -- at all times;

East and West Schiller Street (both sides) from North Clark Street to North Lake Shore Drive -- at all times;

North State Parkway (both sides) from East Scott Street to East North Boulevard -- at all times;

North Stone Street (both sides) from East Division Street to East Goethe Street -- at all times;

*LEVAR* (45th Ward)

North Kilpatrick Avenue (both sides) in the 4700 block (beginning at the first alley south of West Lawrence Avenue) -- at all times.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF NORTH OCTAVIA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 6, 1992 (Council Journal of Proceedings, pages 23392 -- 23395) which established residential permit parking zones on portions of specified public ways by striking the words: "North Octavia Avenue (east side) from West School Street to West Belmont Avenue and (west side) from West School Street to the first alley north of West Belmont Avenue -- at all times -- Zone 162" and inserting in lieu thereof:

"North Octavia Avenue (both sides) from West School Street to the first alley north of West Belmont Avenue -- at all times -- Zone 162", which was *Referred to the Committee on Traffic Control and Safety.*

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*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>STEELE</i> (6th Ward)	East 74th Street (north side) along side of 7358 South Cottage Grove Avenue to a point within 50 feet of the first alley west thereof;
<i>EVANS</i> (21st Ward)	South Throop Street (west side) from West 99th Street to the first alley north thereof;
<i>SCHULTER</i> (47th Ward)	North Campbell Avenue (east side) from a point 80 feet north of West Irving Park Road to the first alley north thereof.

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*Referred --* ESTABLISHMENT OF SPEED LIMITATION  
ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles on specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Street, Limit And Speed

*SUAREZ* (31st Ward)

North Kenton Avenue (east embankment) from West Fullerton Avenue to West Diversey Avenue -- twenty miles per hour;

North Kenton Avenue, between West Schubert Avenue and West Fullerton Avenue -- twenty miles per hour;

*BANKS* (36th Ward)

West Diversey Avenue, from North Austin Avenue to North Narragansett Avenue -- twenty miles per hour.

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*Referred* -- ESTABLISHMENT OF TOW-AWAY ZONES  
AT SPECIFIED LOCATIONS.

Alderman Natarus (42nd Ward) presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Clark Street, at 321, in lieu of Meter 17060 -- at all times -- daily;

East Ontario Street, from North Michigan Avenue to North St. Clair Street -- at all times -- daily;

North LaSalle Street, at 500 (on the LaSalle and Illinois Street sides of the building) in lieu of Meters 7267, 30, 706, 349, 281 and 319 -- at all times (loading zone);

West North Avenue, at 109, in lieu of one parking meter -- 8:00 A.M. through 6:00 P.M. -- daily (loading zone);

Lower North Water Street, adjacent to the 401 North Michigan Avenue Building -- at all times -- daily (loading zone);

West Weed Street, at 923 -- 925 -- at all times -- daily (loading zone);

North Wells Street, at 1555 -- at all times -- daily (loading zone).

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*Referred --* CONSIDERATION FOR INSTALLATION OF  
AUTOMATIC TRAFFIC CONTROL SIGNALS  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
<i>STEELE</i> (6th Ward)	East 95th Street and South Indiana Avenue;  East 99th Street and South Dr. Martin Luther King, Jr. Drive;
<i>SHILLER</i> (46th Ward) And <i>M. SMITH</i> (48th Ward)	North Broadway and West Ainslie Street.

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*Referred --* CONSIDERATION FOR INSTALLATION OF "LEFT  
TURN ARROW" SIGNAL ON SOUTH HALSTED  
STREET AT SOUTH ARCHER AVENUE.

Alderman Huels (11th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the installation of a "Left Turn Arrow" signal for northbound traffic on South Halsted Street at South Archer Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AUTHORIZATION FOR INSTALLATION OF  
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>BLOOM</i> (5th Ward)	East 76th Street, at South Dorchester Avenue -- "Stop";
<i>STEELE</i> (6th Ward)	East 74th Street and South Evans Avenue -- "Four-Way Stop";  East 94th Street and South Indiana Avenue -- "Four-Way Stop";
<i>SHAW</i> (9th Ward)	South Wabash Avenue, at East 105th Street -- "Stop";
<i>BUCHANAN</i> (10th Ward)	South Avenue C, at East 107th Street -- "Stop";  East 107th Street, at South Avenue B -- "Stop";  East 107th Street, at South Hoxie Avenue -- "Stop";  East 108th Street, at South Avenue C -- "Stop";  East 108th Street, and South Hoxie Avenue -- "Stop";  East 109th Street and South Hoxie Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>JONES</i> (15th Ward)	West 70th Street, at South Talman Avenue -- "Two-Way Stop";
<i>RUGAI</i> (19th Ward)	West 114th Street, at South Spaulding Avenue -- "Stop";
<i>E. SMITH</i> (28th Ward)	North Drake Avenue, at West Ohio Street -- "Stop";
<i>BURRELL</i> (29th Ward)	North Mason Avenue, at West Corcoran Place -- "Stop";
	North Mayfield Avenue, at West Corcoran Place -- "Stop";
	North Meade Avenue, at West Palmer Boulevard -- "Stop";
	North Melvina Avenue, at West Dickens Avenue -- "Stop";
	North Melvina Avenue, at West Palmer Boulevard -- "Stop";
	North Menard Avenue, at West Corcoran Place -- "Stop";
	North Moody Avenue, at West Palmer Boulevard -- "Stop";
	North Parkside Avenue, at West Corcoran Place -- "Stop";
	North Pine Avenue, at West Corcoran Place -- "Stop";
	North Waller Avenue, at West Corcoran Place -- "Stop";

Alderman	Location And Type Of Sign
<i>SUAREZ</i> (31st Ward)	West Barry Avenue, at North Kenton Avenue -- "Stop";
	West Barry Avenue, at North Knox Avenue -- "Stop";
	West Deming Place, at North Kilbourn Avenue -- "Stop";
	West Deming Place, at North Kilpatrick Avenue -- "Stop";
	North Kilbourn Avenue, at West Barry Avenue -- "Two-Way Stop";
	North Kilpatrick Avenue, at West Altgeld Avenue -- "Two-Way Stop";
	North Kolmar Avenue and West George Street -- "All-Way Stop";
	North Kolmar Avenue, at West Wellington Avenue -- "Two-Way Stop";
	West Montana Street, at North Kilbourn Avenue -- "Stop";
	West Parker Avenue, at North Kilpatrick Avenue -- "Two-Way Stop";
West Schubert Avenue, at North Kilbourn Avenue -- "Stop";	
<i>AUSTIN</i> (34th Ward)	West 109th Street and South Perry Avenue -- "Three-Way Stop";
<i>WOJCIK</i> (35th Ward)	West Wolfram Street and North Drake Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
<i>O'CONNOR</i> (40th Ward)	West Granville Avenue, at North Paulina Street -- "Two-Way Stop";
<i>DOHERTY</i> (41st Ward)	West Lunt Avenue and North Octavia Avenue -- "All-Way Stop";
<i>HANSEN</i> (44th Ward)	West George Street, at North Mildred Avenue -- "Stop";
	West Surf Street, at North Pine Grove Avenue -- "Stop";
	West Waveland Avenue and North Ashland Avenue -- "Stop";
<i>SHILLER</i> (46th Ward)	East and westbound traffic on West Lawrence Avenue, at North Winthrop Avenue -- "Stop";
	North and southbound traffic on North Winthrop Avenue, at West Lawrence Avenue -- "Stop".

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*Referred* -- CONSIDERATION FOR ERECTION OF "U-TURN PERMITTED" SIGN AT INTERSECTION OF SOUTH CANAL STREET AND WEST HARRISON STREET.

Alderman Mazola (1st Ward) presented a proposed ordinance directing the Commissioner of Transportation to give consideration for the erection of a "U-Turn Permitted" sign at the intersection of South Canal Street and West Harrison Street, which was *Referred to the Committee on Traffic Control and Safety*.



*Referred* -- CONSIDERATION FOR ERECTION OF "HANDICAPPED  
PARKING ONLY" SIGN AT SPECIFIED LOCATIONS.

Alderman Rugai (19th Ward) presented two proposed orders directing the Commissioner of Transportation to give consideration for the erection of "Handicapped Parking Only" signs at 10532 South Albany Avenue and 10905 South Millard Avenue, which were *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT  
FOR VEHICLES ON PORTION OF NORTH  
KOSTNER AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on North Kostner Avenue from West Fullerton Avenue to West Diversey Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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2. ZONING ORDINANCE AMENDMENTS.

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*Referred* -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS

The aldermen named below presented three proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

*BY ALDERMAN FARY (12th Ward):*

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 10-I bounded by:

West 41st Place; a line 239 feet east of South Albany Avenue; the alley next south of and parallel to West 41st Place; and a line 214 feet east of South Albany Avenue.

*BY ALDERMAN BANKS (36th Ward):*

To classify as an R3 General Residence District instead of a B2-1 Restricted Retail District the area shown on Map No. 5-M bounded by:

the alley next north of and parallel to West North Avenue; North Merrimac Avenue; West North Avenue; and a line 39 feet west of North Merrimac Avenue.

*BY ALDERMAN ALLEN (38th Ward):*

To classify as a B4-1 Restricted Service District instead of a C1-1 Restricted Commercial District the area shown on Map No. 9-K bounded by:

West Irving Park Road; North Kilbourn Avenue; the alley next south of and parallel to West Irving Park Road or the line thereof if extended where no alley exists; and the easterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad.

*BY ALDERMAN SCHULTER (47th Ward):*

To classify as Institutional Planned Development No. \_\_\_\_\_ instead of an R4 General Residence District the area shown on Map No. 13-H bounded by:

West Foster Avenue; a line 464.22 feet east of North Leavitt Street; a line 280.12 feet south of West Foster Avenue; and South Leavitt Street.

### 3. CLAIMS.

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#### *Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred sixty-three 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)	The Appleville Owners Association; Mr. Benjamin F. Horberg;
<i>BLOOM</i> (5th Ward)	Campus Commons Condominium Association; Chelsea Condominium Association; Cloisters East Condo Association; The Paxton Condominium Association; Shore Club Condominium Association; 5474 -- 5476 Everette Condo Association; 5658 -- 5660 Blackstone Condominium Association; 5715 South Kenwood Avenue; 5800 South Blackstone Avenue Cooperative Association;
<i>STEELE</i> (6th Ward)	Ms. Janis D. Robinson;

Alderman	Claimant
	8343 -- 8345 South King Drive Condo Association;
<i>DIXON</i> (8th Ward)	Ms. Lois E. Smith;
<i>BURKE</i> (14th Ward)	Mr. Kareem A. Muhammad; Mr. Thaddeus Stanley Szott;
<i>MURPHY</i> (18th Ward)	Park Place II Condominium Association; Park Place III Condominium Association; Park Place IV Condominium Association;
<i>RUGAI</i> (19th Ward)	Robert and Joan Ryan Campbell;
<i>LASKI</i> (23rd Ward)	Archer Ridge Condo Association; Mrs. Matilda Carpenter; Clear Ridge Condo Association I; Garfield Cove Condominium; Melvina Trace Condo Association; South LaPorte Condo Association; Three Oaks Condominiums; Villa Court Condominium; 5418 South Massasoit Condo Association;

## Alderman

## Claimant

West 64th Place Corporation;  
6612 West 64th Place Corporation;  
6628 West 64th Place Corporation;  
6714 West 64th Place Corporation;  
6718 West 64th Place Corporation;  
6724 West 64th Place Corporation;

*BURRELL* (29th Ward)

Mason Manor Condominium;

*BIALCZAK* (30th Ward)

Breton Court Biplax Owners  
Association;

Ms. June M. Davis;

Ms. Wanda Ruiz;

*GABINSKI* (32nd Ward)

Cortez Condo Association (2);

Mr. Daniel C. Johnson;

Emilia Klimczak and Margaret  
Donato;

*BANKS* (36th Ward)

Mr. Andreas Athans;

Colonial Condo;

*LAURINO* (39th Ward)

Combined Medical Equipment  
Company;

Granville Gardens Condominium  
Association;

Alderman	Claimant
	Hollywood Park Condominium Association; Mr. Gary W. Mounsey;
<i>O'CONNOR</i> (40th Ward)	Foster Condominium Association; 2615 West Foster Condo Association; 6221 North Magnolia Condo Association;
<i>DOHERTY</i> (41st Ward)	Crestwood Terrace Condos; Edgewood Manor Number 1; Gregory Court Condo Association; Norwood Point Condo Association; 5147 -- 5151 North East River Road Condo Association; 5155 -- 5159 North East River Road Condo Association; 8734 West Summerdale Condo Association;
<i>NATARUS</i> (42nd Ward)	Mr. Scott Herbst; LaSalle Terrace Condominium Association; Ms. Jane Siemens; The Towers Condominium Association;

Alderman

Claimant

30 East Division Condominium  
Association;

257 East Delaware Condominium  
Association;

680 Lake Residence Condominium  
Association;

680 South Residence Condominium  
Association;

680 Tower Residence Condominium  
Association;

*EISENDRATH* (43rd Ward)

Armitage/Howe Condominium  
Association;

Aztec Condominium Association;

Belden/Commonwealth  
Condominium Association;

Belgravia Terrace Condominium  
Association;

Breton Place Condominium  
Association;

Concord Lane Condominium  
Association;

The Conservatory;

Copperfield Condominium  
Association, Inc.;

Dickens Court Condominium  
Association;

Dickens Hudson Condominium  
Association;

## Alderman

## Claimant

Dickens Place Condominium  
Association;

Eugenie Park Condominium  
Association;

Eugenie Terrace Townhouse  
Condominium Association;

Hemingway House Condominium  
Association;

Kennelly Square Condominium;

Larrabee Commons Condominium  
Association;

The Marlborough Condominium  
Association;

Orchard Village Condominium  
Association;

Park Astor Condominium  
Association;

Seminary Garden Condominium  
Association;

Soda Pop Factory Condominium  
Association;

Warwick Condominium;

Willow-Dayton Townhomes  
Condominium Association;

Wrightwood Place Condominiums;

401 Webster Condominium  
Association;

549 -- 551 West Belden  
Condominium Association;



## Alderman

## Claimant

915 -- 925 West Schubert  
Condominium Association;

1100 West Montana Condominium  
Association;

1350 North State Parkway  
Condominium Association;

1875 Burling Condominium  
Association;

2309 -- 2319 North Commonwealth  
Condominium Association;

2430 North Lakeview Cooperative  
Apartments;

2440 North Lakeview Cooperative  
Apartments;

2450 North Lakeview Cooperative  
Apartments;

2722 -- 2730 North Pine Grove  
Condominium Association;

*HANSEN* (44th Ward)

Belmont Condominium Association  
(2);

Berwick Condominium Association;

Gaslight Village Condominium;

Waveland-Racine Condominium  
Association (3);

Wellington Place Condominium  
Association (4);

420 Aldine Condominium  
Association;

## Alderman

## Claimant

2828 North Burling Condominium  
Association;

3045 -- 3047 North Kenmore  
Condominium Association;

*LEVAR* (45th Ward)

Edmunds Street Condominium  
Association;

Ms. Ruth Grand;

Mr. David Harter;

Jeffersonian Condominium  
Association;

Henry and Anita Kaniewski;

Keystone Manor Condominium  
Association;

Ms. Patricia Liput;

Mango Garden Condo Association;

Mason Terrace Condominium;

Wilson Court Condominium (2);

Windsor Long Condominium  
Association (2);

5312 West Windsor Association;

*SHILLER* (46th Ward)

Broadmore Condominium  
Association;

Buena Park Condominium  
Association, Inc.;

Alderman

Claimant

Clarendon Cuyler Condominium  
Association;Hallmark House I Condominium  
Association;Kenmore Leland West  
Condominium Association;Via Veneto Condominium  
Association;629 -- 631 West Sheridan  
Condominium Association;*SCHULTER* (47th Ward)4751 -- 4753 North Paulina  
Condominium Association;*M. SMITH* (48th Ward)

Carmen Park Condo Association;

Denifer Condominium Association;

Edgewater Court Condominium  
Townhomes;

Glenwood Property Association;

Sheridan-Winona Condominium  
Association;

Mr. Rick Turner;

912 -- 914 Winona Condominium  
Association;939 -- 941 West Winona  
Condominium Association;1253 -- 1255 West Elmdale  
Condominium Association;1319 -- 1321 West Ardmore  
Condominium Association;

## Alderman

## Claimant

1454 -- 1456 Hollywood  
Condominium Association;

4826 -- 4828 North Kenmore  
Condominium Association (3);

*MOORE* (49th Ward)

Dover Manor Condominium  
Association;

Greenleaf Condominium  
Association;

Merida Manor Condominium  
Association;

North Shore Avenue Condominium  
Association;

Parkland Condominium Association;

Seeley North Condominium  
Association;

Tippany Square Condominium  
Association;

1340 West Touhy Condominium  
Association;

*STONE* (50th Ward)

Bel Oaks East Condominium  
Association, Inc.;

Stone Terrace Condominium  
Association;

7522½ North Ridge Building  
Corporation.

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):

AUTHORIZATION FOR ISSUANCE OF ONE-DAY  
PARKING PERMITS ON PORTION OF  
SOUTH MORGAN STREET.

A proposed ordinance reading as follows:

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

SECTION 1. The Chicago Department of Revenue, Bureau of Parking, is hereby authorized to issue one-day parking permits on Morgan Street from Taylor Street on the north to Eleventh Street on the south (both sides).

SECTION 2. The qualified purchaser of said permits shall be located at 1000 to 1049 West Taylor Street in the City of Chicago.

SECTION 3. That there are no quantity restrictions on said permits.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

Alderman Mazola 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 Mazola, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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*Referred* -- REPEAL OF ORDINANCE WHICH AUTHORIZED  
VACATION OF AIR RIGHTS OVER AND ACROSS  
PORTION OF WEST CALHOUN PLACE  
BETWEEN NORTH WELLS AND  
NORTH LA SALLE STREETS.

Also, a proposed ordinance to repeal the ordinance passed by the City Council on February 10, 1993 (Council Journal of Proceedings, pages 28674 -- 28677) which authorized the vacation of the air rights over and across that part of West Calhoun Place, between North Wells and North LaSalle Streets, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* --GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR VARIOUS PURPOSES.

Also, six 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:

Americold Services -- to maintain and use an elevated railroad switchtrack across portion of South Throop Street, north of West 16th Street;

Burlington Northern Railroad Company -- to install and maintain an inspection manhole in the public way adjacent to 1443 -- 1449 South Canal Street;

C. C. Industries, Inc., under Trust No. 20770 -- to install and maintain an air intake duct over the east/west public alley between West Randolph and West Washington Streets, attached to the building at 110 North Franklin Street;

Follett Corporation -- to maintain and use subsurface space under portions of West Washington Boulevard, North Carpenter Street and West Randolph Street, adjacent to 1100 West Washington Boulevard;

Investment Properties Associates -- to maintain and use vaulted space under portion of West Calhoun Place, adjacent to 18 North State Street; and

Lakeside Community Hospital -- to maintain and use a covered bridge or passageway and pipe tunnel between 255 West Cermak Road and 268 West 22nd Place.

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*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR SIDEWALK CAFES.

Also, eighteen proposed ordinances to grant permission and authority to the applicants listed for the maintenance and use of those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Grandma Gebhard's, doing business as Annie's Frozen Yogurt -- 29 West Lake Street;

Theatre Lunan, Inc., doing business as Arby's Roast Beef and Sbarro Restaurant -- 195 North Dearborn Street;

ABP Midwest, Inc., doing business as Au Bon Pain, The French Bakery Cafe -- 222 North LaSalle Street;

Mr. Joseph DeVito and Busy Burger -- 1120 West Taylor Street;

K & E Enterprise, Inc., doing business as Croissant & Company -- 203 North Wabash Avenue;

The Dill Pickle, Incorporated, doing business as The Dill Pickle -- 166 West Washington Street;

Late Night Limited, LTD, doing business as Drink and Eat Too! -- 541 West Fulton Street;

Oak Edwardo's, Inc., doing business as Edwardo's Natural Pizza Restaurant -- 521 South Dearborn Street;

Gourmand, Incorporated, doing business as Gourmand Coffee -- 728 South Dearborn Street;

Gourmet Kitchen's, Inc., doing business as Mariam's Cafe -- 1235 West Grand Avenue;

Noor Enterprises, Inc., doing business as Max's Take Out -- 32 North State Street;

Muses Food and Liquor, Inc., doing business as Nine (9) Muses Bar and Grill -- 315 South Halsted Street;

Hyatt Corporation, doing business as Mrs. O'Leary's River Edge Cafe -- 151 East Wacker Drive;

Mexican Fiesta, Inc., doing business as Papa Pete's -- 36 North Wells Street;

Slinger Wells, doing business as Popeye's -- 107 West Wells Street;

Gemelio, Inc., doing business as Ricobene's -- 60 East Lake Street;

Pizzolato's Restaurant No. 1, Inc., doing business as U Dawg U -- 111 North Wells Street; and

K.D.K., Inc., doing business as Vivo Restaurant -- 838 West Randolph Street.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALES  
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to hold sidewalk sales at the locations specified, for the periods noted, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:



Atlas Stationers, Inc. -- at 227 West Lake Street, for the period of August 19 and 20, 1993; and

Viva Hallmark -- at 224 South Michigan Avenue, for the periods extending May 25 through May 30, June 25 through July 4, and September 10 through September 12, 1993.

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*Referred* -- AUTHORIZATION FOR ISSUANCE OF  
PERMITS TO CONSTRUCT, MAINTAIN  
AND USE CANOPIES AT SPECIFIED  
LOCATIONS.

Also, six proposed orders authorizing the Director of Revenue to issue permits to the applicants listed for the construction, maintenance and use of canopies to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

McDonald's Restaurant -- one canopy at 220 North Michigan Avenue;

Photo Pro One Hour Lab -- one canopy at 204 North Michigan Avenue;

Wendy's Old Fashioned Hamburgers -- one canopy at 6 South Clark Street;

Wendy's Old Fashioned Hamburgers, Inc. -- one canopy at 23 South Wabash Avenue;

Wendy's Old Fashioned Hamburgers, Inc. -- one canopy at 207 West Washington Street; and

801 South Wells Street Ltd. Partnership -- one canopy at 801 South Wells Street.

Presented By

**ALDERMAN TILLMAN (3rd Ward):**

*Referred* -- CONSIDERATION FOR HONORARY DESIGNATION  
OF PORTION OF EAST 47TH STREET AS  
"TOBACCO ROAD DRIVE".

A proposed order directing the Commissioner of Transportation to give consideration to conferring the honorary designation of "Tobacco Road Drive" to that part of East 47th Street, from South Wentworth Avenue to South Forrestville Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN PRECKWINKLE (4th Ward):**

*Referred* -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL  
POLICE EMPLOYED BY CHICAGO OSTEOPATHIC  
HOSPITAL AND MEDICAL CENTER.

A proposed ordinance requiring Chicago Osteopathic Hospital and Medical Center to pay a Ten Dollar license fee for each of the special police employed at 5200 South Ellis Avenue, pursuant to the provisions of Title 4, Chapter 280, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN BLOOM (5th Ward):**

*Referred* -- AUTHORIZATION FOR WAIVER OF ITINERANT  
MERCHANT LICENSE FEE FOR PARTICIPANTS IN  
57TH STREET CHILDREN'S BOOK FAIR.

A proposed order authorizing the Director of Revenue to waive the Itinerant

Merchant License fee for participants in the 57th Street Children's Book Fair to be held on Sunday, September 19, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

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*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPY AT  
5300 SOUTH SHORE DRIVE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Hampton House Condominium to construct, maintain and use one canopy to be attached to the building or structure at 5300 South Shore Drive, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred --* DRAFTING OF ORDINANCE FOR TRAFFIC  
CLOSURE ON PORTION OF  
EAST 71ST STREET.

Also, a proposed order directing the Commissioner of Planning and Development to prepare an ordinance to close to vehicular traffic that part of East 71st Street, east of East 72nd Street, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

ALDERMAN STEELE (6th Ward):

*Referred --* AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
REDUCTION IN LICENSE FEES FOR SPECIAL POLICE  
EMPLOYED BY SAINT JOHN  
DE LA SALLE PARISH.

A proposed ordinance to amend an ordinance passed by the City Council on

September 16, 1992 (Council Journal of Proceedings, pages 20679 -- 20680) which authorized a reduction in license fees for each of the special police employed by Saint John De LaSalle Parish by striking the year "1992" therein and inserting in lieu thereof the year "1993", which was *Referred to the Committee on Finance*.

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Presented By

ALDERMAN DIXON (8th Ward):

*Referred --* AUTHORIZATION FOR HONORARY DESIGNATION  
OF PORTION OF EAST 90TH STREET AS  
"DR. CLAUDE AND ADDIE  
WYATT STREET".

A proposed order directing the Commissioner of Transportation to give consideration to conferring the honorary designation of "Dr. Claude and Addie Wyatt Street" to that part of East 90th Street, from South Stony Island Avenue to South Anthony Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPY AT  
1564 EAST 93RD STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Iba Swaiss to construct, maintain and use one canopy to be attached to the building or structure at 1564 East 93rd Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN SHAW (9th Ward):**

*Referred --* CONSIDERATION FOR INSTALLATION OF  
STREETLIGHT AT 12010 SOUTH DOTY ROAD.

A proposed order directing the Commissioner of Transportation to give consideration to installing a streetlight in front of the premises at 12010 South Doty Road, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN BUCHANAN (10th Ward):**

*Referred --* WAIVER OF FOOD VENDOR AND ITINERANT  
MERCHANT LICENSE FEES FOR PARTICIPANTS IN  
SAINT COLUMBA CHURCH SUMMER FESTIVAL.

A proposed order instructing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in Saint Columba Church summer festival to take place on portions of East 134th Street and South Green Bay Avenue for the period extending June 2 through June 6, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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*Referred --* PAVING BY SPECIAL ASSESSMENT OF  
PORTION OF SOUTH AVENUE L.

Also, a proposed order directing the Board of Local Improvements to institute the necessary proceedings to provide concrete paving, by special

assessment, of that part of South Avenue L, between East 133rd and East 134th Streets, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

ALDERMAN FARY (12th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF  
PORTION OF WEST 48TH PLACE.

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 48th Place, from South Oakley Avenue east to the right-of-way of Conrail for Fleischmann's Vinegar (File No. 6-12-93-1751); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Fary 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 Fary, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

Presented By

ALDERMAN MADRZYK (13th Ward):

CONGRATULATIONS EXTENDED TO CHICAGO POLICE  
LIEUTENANT KENNETH L. BRINGE  
ON HIS RETIREMENT.

A proposed resolution reading as follows:

WHEREAS, Chicago Police Lieutenant Kenneth L. Bringe is retiring after thirty-four years of outstanding public service; and

WHEREAS, Kenneth L. Bringe joined the Chicago Police Department March 16, 1959, and worked his way up through the ranks to become a lieutenant with numerous citations and honorable mentions; and

WHEREAS, Chicago Police Lieutenant Kenneth L. Bringe retires to spend quality time with his lovely wife, Dorothy Ann; his daughter, Nancy L. (Francis R.) Higgins; his sons, Kenneth E. (Rita) and Keith; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of April, 1993, A.D., do hereby express our gratitude and our congratulations to Kenneth L. Bringe as he retires from a thirty-four year career with the Chicago Police Department, and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Kenneth L. Bringe.

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

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

*Yeas* -- Aldermen 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays -- None.*

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

---

Presented By

**ALDERMAN BURKE (14th Ward):**

*Referred --* AMENDMENT OF TITLE 4, CHAPTER 316 OF MUNICIPAL CODE OF CHICAGO TO INSTITUTE ADMINISTRATIVE ADJUDICATION FOR VIOLATION OF UNDERAGE TOBACCO USAGE ORDINANCE.

A proposed ordinance to amend Title 4, Chapter 316 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 235, which would institute policy and procedures for administrative adjudication for violations of the Underage Tobacco Usage Ordinance; and, further, by adding a new Section 237 which would direct the Department of Revenue to conduct random inspections of tobacco vendors to ensure compliance with said regulations, which was *Referred to the Committee on License and Consumer Protection.*

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Presented By

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN BLOOM (5th Ward):**

*Referred --* AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL CODE OF CHICAGO TO RESTRICT USE OF RADIO RECEIVERS OR SCANNING DEVICES.

A proposed ordinance to amend Title 8, Chapter 4 of the Municipal Code of Chicago by restricting the use or possession of radio receivers or scanning devices having the capability to monitor public safety radio frequencies by any



person other than law enforcement, fire fighting or health care personnel or persons using said scanners within their place of business or permanent residence, which was *Referred to the Committee on Police and Fire.*

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Presented By

**ALDERMAN JONES (15th Ward):**

*Referred --* AMENDMENT OF TITLE 4, CHAPTER 60, SUBSECTION 020(e) OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE OF ALCOHOLIC PACKAGE GOODS LICENSES ON PORTIONS OF WEST MARQUETTE ROAD AND WEST 71ST STREET.

A proposed ordinance to amend Title 4, Chapter 60, Subsection 020(e) of the Municipal Code of Chicago by disallowing the issuance of alcoholic package goods licenses on both sides of West 71st Street, between South Rockwell Street and South Kedzie Avenue; and on both sides of West Marquette Road, between South Ashland Avenue and South California Avenue, which was *Referred to the Committee on License and Consumer Protection.*

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Presented By

**ALDERMAN COLEMAN (16th Ward):**

*Referred --* AMENDMENT OF TITLE 4, CHAPTER 60, SUBSECTIONS 020(d) AND (e) OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE OF ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES WITHIN SPECIFIED AREA OF SIXTEENTH WARD.

A proposed ordinance to amend Title 4, Chapter 60, Subsections 020(d) and (e) of the Municipal Code of Chicago by disallowing the issuance of alcoholic liquor and package goods licenses in the area generally bounded by West 47th

Street, South Loomis Boulevard, West 65th Street and South Seeley Avenue, which was *Referred to the Committee on License and Consumer Protection.*

---

*Referred -- PERMISSION FOR TRAFFIC CLOSURES ON  
PORTIONS OF SPECIFIED PUBLIC WAYS FOR  
SCHOOL PURPOSES.*

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to close to traffic portions of specified public ways for school purposes, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Arna W. Bontemps Elementary School -- the 5800 blocks of South Throop and South Elizabeth Streets, on all school days for the 1993 school year; and

William T. Sherman Elementary School -- the 5100 block of South Morgan Street and that part of West 52nd Street, from South Morgan Street to South Carpenter Street, on all school days for the 1993 school year.

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Presented By

**ALDERMAN RUGAI (19th Ward):**

*Referred -- GRANT OF PRIVILEGE TO JAVA EXPRESS LTD.  
(DOING BUSINESS AS JAVA EXPRESS) FOR  
SIDEWALK CAFE.*

A proposed ordinance to grant permission and authority to Java Express Ltd., doing business as Java Express, to maintain and use a portion of the public way adjacent to 10701 South Hale Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN TROUTMAN (20th Ward):**

*Referred* -- WAIVER OF FOOD VENDOR AND ITINERANT  
MERCHANT LICENSE FEES FOR PARTICIPANTS  
IN TWENTIETH WARD NEIGHBORHOOD  
FESTIVAL.

A proposed order instructing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the 20th Ward Neighborhood Festival to be held in the area generally bounded by Midway Plaisance, Midway Street, East 57th Street and South Cottage Grove Avenue, for the period extending April 28 through May 2, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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*Referred* -- CONSIDERATION FOR HONORARY DESIGNATION  
OF PORTION OF EAST 68TH STREET AS "REVEREND  
EDDIE H. GARDNER STREET".

Also, a proposed order directing the Commissioner of Transportation to give consideration to conferring the honorary designation of "Reverend Eddie H. Gardner Street" to that part of East 68th Street, from South Cottage Grove Avenue to South Rhodes Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN LASKI (23rd Ward):**

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPY  
AT 6189 -- 6191 SOUTH ARCHER AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to

Ms. Elizabeth Kaminski to construct, maintain and use one canopy to be attached to the building or structure at 6189 -- 6191 South Archer Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERMAN LASKI (23rd Ward),  
ALDERMAN MURPHY (18th Ward) And  
ALDERMAN HUELS (11th Ward):**

*Referred --* AMENDMENT OF TITLE 4, CHAPTER 228 OF  
MUNICIPAL CODE OF CHICAGO TO PROHIBIT  
OPERATION OF UNLICENSED MOTOR  
VEHICLE REPAIR SHOPS.

A proposed ordinance to amend Title 4, Chapter 228 of the Municipal Code of Chicago by adding thereto new Sections 021, 022, 023 and 031 which would define motor vehicle repair shops and prohibit the operation of such establishments without a proper license having been obtained therefor, which was *Referred to the Committee on License and Consumer Protection.*

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Presented By

**ALDERMAN MEDRANO (25th Ward):**

*Referred --* GRANT OF PRIVILEGE TO ILLINOIS RECYCLING  
SERVICE, INCORPORATED TO CONSTRUCT RAILROAD  
SWITCH TRACKS OVER AND ACROSS PORTION  
OF SOUTH LAFLIN STREET.

A proposed ordinance to grant permission and authority to Illinois Recycling Service, Incorporated to construct and maintain three railroad switch tracks over and across that portion of South Laflin Street, adjacent to 2201 South Laflin Street, which was *Referred to the Committee on Transportation and Public Way.*

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO  
CONSTRUCT, MAINTAIN AND USE CANOPY  
AT 2879 WEST CERMAK ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Acapulco Driving School to construct, maintain and use one canopy to be attached to the building or structure at 2879 West Cermak Road, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

ALDERMAN WATSON (27th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY  
IN BLOCK BOUNDED BY WEST ADAMS STREET, WEST  
JACKSON BOULEVARD, SOUTH LEAVITT STREET  
AND SOUTH HAMILTON AVENUE.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the north/south 7.5 foot public alley running south from West Adams Street to the first east/west 16 foot public alley south of West Adams Street in the block bounded by West Adams Street, West Jackson Boulevard, South Leavitt Street and South Hamilton Avenue for the Department of Planning and Development (File No. 18-27-93-1747); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Watson moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

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

*Yeas* -- Aldermen Mazola, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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*Referred* -- GRANT OF PRIVILEGE TO MR. RICHARD BRYAN  
TO CONSTRUCT VARIOUS ACCESSORIES ADJACENT  
TO 669 WEST OHIO STREET FOR  
BEAUTIFICATION  
PURPOSES.

Also, a proposed ordinance to grant permission and authority to Mr. Richard Bryan to construct and maintain a fire escape, stairway, bay window projection, stairs with a canopy, a tree planter and a landscaped area for beautification purposes adjacent to 669 West Ohio Street, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPIES  
AT 1668 -- 1674 WEST OGDEN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Cathedral Shelter of Chicago to construct, maintain and use three canopies to be attached to the building or structure at 1668 -- 1674 West Ogden Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN BURRELL (29th Ward):**

*Referred* -- REMOVAL OF PAY TELEPHONES AT 5644 AND  
5656 WEST DIVISION STREET.

Two proposed ordinances to remove the pay telephones at 5644 and 5656 West Division Street from the public way, pursuant to the provisions of Title 10, Chapter 28, Subsection 285(f) of the Municipal Code of Chicago, which were *Referred to the Committee on License and Consumer Protection*.

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Presented By

**ALDERMAN BURRELL (29th Ward),  
ALDERMAN E. SMITH (28th Ward) And  
ALDERMAN WATSON (27th Ward):**

*Referred* --AMENDMENT OF TITLE 9, CHAPTER 112 OF MUNICIPAL  
CODE OF CHICAGO TO EXPAND LICENSING SPECIFICATIONS  
FOR PUBLIC PASSENGER VEHICLES.

A proposed ordinance to amend Title 9, Chapter 112 of the Municipal Code of Chicago by expanding licensing specifications for licensing of public passenger vehicles to allow for increased operation of independent livery services, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN GABINSKI (32nd Ward):**

**DRAFTING OF ORDINANCES FOR VACATION OF  
SPECIFIED PUBLIC WAYS.**

Two proposed orders reading as follows (the italic heading in each case not

being a part of the order):

*Portion Of North Marshfield Avenue.*

*Ordered*, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the west 5 feet of the north 151.06 feet of North Marshfield Avenue lying south of the first east/west 15 foot public alley south of West Bloomingdale Avenue for Marshfield Lofts Associates (File No. 31-32-93-1749); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

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*Public Alleys In Block Bounded By West Augusta Boulevard,  
West Walton Street, North Noble Street, North  
Milwaukee Avenue And John F.  
Kennedy Expressway.*

*Ordered*, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the east/west 18 foot public alley (except the west 50 feet thereof) together with all of the northwesterly/southeasterly 18 foot public alley in the block bounded by West Augusta Boulevard, West Walton Street, North Noble Street, North Milwaukee Avenue and the John F. Kennedy Expressway for the Polish Roman Catholic Union of America (File No. 5-32-93-1750); 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 orders. The motion *Prevailed*.

On motion of Alderman Gabinski, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.



*Nays -- None.*

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

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*Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR SIDEWALK CAFES.*

Also, two proposed ordinances to grant permission and authority to the applicants listed for the maintenance and use of those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Eating Places, Inc., doing business as Bareo -- 1856 West North Avenue;  
and

Northside Cafe, Inc., doing business as Northside Cafe -- 1635 North  
Damen Avenue.

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Presented By

**ALDERMAN MELL (33rd Ward):**

**TRIBUTE TO LATE GENERAL DRAZA MIHAILOVICH  
ON ONE HUNDREDTH ANNIVERSARY  
OF HIS BIRTH.**

A proposed resolution reading as follows:

WHEREAS, General Draza Mihailovich was instrumental in combating Nazi aggression throughout Europe during World War II; and

WHEREAS, Due to the valiant efforts of General Mihailovich, the lives of over four hundred Allied airmen were spared Nazi atrocities during the war;  
and

WHEREAS, The maneuvers of General Mihailovich and his allies forced the cancellation of a planned invasion of Russia, thereby securing the eventual liberation of millions of freedom-loving people of Europe; and

WHEREAS, General Mihailovich was posthumously awarded the Legion of Merit in 1948 by President Harry S. Truman at the request of General Dwight D. Eisenhower, acting in his capacity as Supreme Allied Commander; and

WHEREAS, General Mihailovich was born April 23, 1893, and executed by the Communists on July 17, 1946; so, on the one hundredth anniversary of his birth, it is fitting that we remember the valor and contribution of Draza Mihailovich to the fight for freedom in our time; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, on this the twenty-second day of April, 1993, do hereby join with all freedom-loving people in saluting the memory of this great patriot, General Draza Mihailovich; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sandy Marquette of the General Mihailovich One Hundredth Birthday Memorial Celebration Committee.

Alderman Natarus 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 Natarus, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO  
CONSTRUCT, MAINTAIN AND USE CANOPY AT  
4905 NORTH KEDZIE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Ms. Lois Heffernan, doing business as Do Re Mi, to construct, maintain and use one canopy to be attached to the building or structure at 4905 North Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN AUSTIN (34th Ward):**

*Referred* -- AUTHORIZATION FOR INSTALLATION OF "REVEREND  
L. R. HENRY II DRIVE" HONORARY STREET SIGNS  
ON PORTION OF SOUTH PERRY AVENUE.

A proposed ordinance authorizing the Commissioner of Transportation to install "Reverend L. R. Henry II Drive" honorary street signs on that part of South Perry Avenue, between West 109th and West 110th Streets, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN BANKS (36th Ward):**

*Referred* -- AMENDMENT OF TITLE 17, ARTICLES 8.3-2 AND 8.3-4 OF  
MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE)  
TO ALLOW COMPUTER SALES AND SERVICES AND VIDEO  
TAPE RENTAL AND SALES AS PERMITTED USES IN  
RESTRICTED RETAIL AND/OR RESTRICTED  
SERVICE DISTRICTS.

A proposed ordinance to amend Title 17, Articles 8.3-2 and 8.3-4 of the Municipal Code of Chicago (the Chicago Zoning Ordinance) by allowing

computer sales and video tape rental and sales in B2-1 through B2-5 Restricted Retail Districts, and computer sales and service in B4-1 through B4-5 Restricted Service Districts, respectively; also, to delete "Umbrella Repair Shops" as permitted uses in B4-1 through B4-5 Restricted Service Districts, which was *Referred to the Committee on Zoning*.

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*Referred --* ALLSTATE INSURANCE CORPORATION CENSURED  
FOR CLOSURE OF FULL-SERVICE CLAIMS CENTER.

Also, a proposed resolution censuring the decision by Allstate Insurance Corporation to close its only full-service claims center in Chicago, which was *Referred to the Committee on Economic and Capital Development*.

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Presented By

ALDERMAN GILES (37th Ward):

*Referred --* EXEMPTION OF ILLINOIS FACILITIES FUND  
FROM ALL 1993 CITY FEES UNDER  
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1993 City fees to the Illinois Facilities Fund, under its not-for-profit status, which was *Referred to the Committee on Finance*.

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*Referred --* CONSIDERATION FOR HONORARY DESIGNATIONS  
ALONG PORTIONS OF SPECIFIED STREETS.

Also, three proposed orders authorizing the Commissioner of Transportation to give consideration to conferring the honorary designations noted along portions of specified streets, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West Kinzie Street, from North Laramie Avenue to North Pine Avenue -- as "Elder Issac Bowen, Sr." Street;

North Lavergne Avenue, from West Chicago Avenue to West Augusta Boulevard -- as "Reverend Jesse D. Jordan" Avenue; and

North Lockwood Avenue, from West Chicago Avenue to West Augusta Boulevard -- as "Reverend Willie F. Jordan, Sr." Avenue.

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Presented By

**ALDERMAN ALLEN (38th Ward):**

*Referred --* EXEMPTION OF POLISH AMERICAN YOUTH CENTER  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY FOR PARKING FACILITY  
ADJACENT TO 6434 WEST  
BELMONT AVENUE.

A proposed ordinance to exempt the Polish American Youth Center from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 6434 West Belmont 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*.

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Presented By

**ALDERMAN LAURINO (39th Ward):**

*Referred --* GRANT OF PRIVILEGE TO MARTINO'S ITALIAN  
CUISINE & PIZZERIA, INCORPORATED (DOING  
BUSINESS AS MARTINO'S) FOR  
SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Martino's Italian Cuisine & Pizzeria, Incorporated, doing business as Martino's, to maintain and

use a portion of the public way adjacent to 3431 West Peterson Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

ALDERMAN O'CONNOR (40th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC  
ALLEYS IN BLOCK BOUNDED BY WEST PETERSON  
AVENUE, NORTH WHIPPLE STREET AND  
NORTH LINCOLN 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 all of the north/south and northwesterly/southeasterly 16 foot public alleys in the block bounded by West Peterson Avenue, North Whipple Street and North Lincoln Avenue for Piser Weinstein Memorial Chapels (File No. 1-40-93-1741); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman O'Connor 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 O'Connor, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

*Referred* -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION  
020(d) OF MUNICIPAL CODE OF CHICAGO TO DISALLOW  
ISSUANCE OF NEW ALCOHOLIC LIQUOR LICENSES  
ON PORTION OF NORTH BROADWAY.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 020(d) of the Municipal Code of Chicago by disallowing issuance of new alcoholic liquor licenses on the west side of North Broadway, from West Glenlake Avenue to West Granville Avenue, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- AUTHORIZATION FOR WAIVER OF ITINERANT  
VENDOR AND FOOD VENDOR LICENSE FEES FOR  
PARTICIPANTS IN WEST ANDERSONVILLE  
FLEA MARKET AND  
STREET FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Vendor License and Food Vendor License fees for the participants in the West Andersonville Flea Market and Street Fair to be conducted on specified portions of North Paulina Street, West Berwyn Avenue and West Summerdale Avenue, for the period of August 27 and 28, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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*Referred* -- COMMITTEE ON EDUCATION URGED TO HOLD  
PUBLIC HEARING ON BOARD OF EDUCATION'S  
CURRENT FISCAL SITUATION AND ITS  
PROPOSED "SACRIFICE ADDED  
VALUE EMPOWERMENT"  
REFORM PROGRAM.

Also, a proposed resolution urging the Committee on Education to hold a public hearing and invite members of the Board of Education and the Interim General Superintendent to explain the Board of Education's current fiscal situation, potential shortfall and their newly proposed Sacrifice Added Value Empowerment (S.A.V.E.) reform program, which was *Referred to the Committee on Education*.

Presented By

**ALDERMAN DOHERTY (41st Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALES AT  
6185 NORTH CANFIELD AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to A-Z Party Center for the conduct of a sidewalk sale at 6185 North Canfield Avenue for the period extending June 10 through 12, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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Presented By

**ALDERMAN NATARUS (42nd Ward):**

DEMOLITION WORK ON CHICAGO AVENUE ARMORY  
PROHIBITED ON SATURDAYS  
AND SUNDAYS.

A proposed order reading as follows:

*Ordered*, That National Wrecking Company, 2441 North Leavitt Street, Chicago, Illinois, is hereby prohibited from performing demolition work on the Chicago Avenue Armory, 234 East Chicago Avenue, Chicago, Illinois, on Saturdays and Sundays, the Municipal Code of Chicago notwithstanding.

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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR SIDEWALK CAFES.

Also, fifteen proposed ordinances to grant permission and authority to the applicants listed for the maintenance and use of those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Star of Superstars, Inc., doing business as Amarit Thai Restaurant -- 1 East Delaware Place;

159 Limited Partnership, doing business as The Big Bowl Cafe -- 159 West Erie Street;

Bistro Restaurant Limited Partnership, doing business as Bistro 110 -- 110 East Pearson Street;

Superior Limited Partnership, doing business as The Blackhawk Lodge -- 41 East Superior Street;

508 North Enterprises, Inc., doing business as Bravissimo Restaurant -- 508 North Clark Street;

29 West Hubbard Corporation, doing business as O'Callaghan's -- 29 West Hubbard Street;

CPK 1 Ltd., doing business as California Pizza Kitchen -- 414 North Orleans Street;

Dublin Bar and Grill, Inc., doing business as The Dublin Bar and Grill -- 1050 North State Street;

Forgiveness, Inc., doing business as FX 1100 -- 1100 North State Street;

Gino's East Corporation, doing business as Gino's East -- 160 -- 164 East Superior Street;

Hooters of Wells Street, Inc., doing business as Hooters of Wells Street -- 660 North Wells Street;

Glorious Trading Corporation, doing business as Jia's Restaurant -- 2 East Delaware Place;

Johnny Rockets of Illinois, Inc., doing business as Johnny Rockets -- 901 North Rush Street;

Mondelli's Lounge, Inc., doing business as Mondelli's -- 7 East Oak Street;  
and

Star of America, Inc., doing business as Singha-Thai-Restaurant -- 340 North Clark Street.

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*Referred* -- PERMISSION FOR INSTALLATION AND OPERATION  
OF MOTORBUS ROUTE ON PORTION OF  
EAST PEARSON STREET.

Also, a proposed ordinance granting permission to the Chicago Transit Authority to install, maintain and operate a motorbus route on that part of East Pearson Street, between the west and east legs of North Michigan Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- AUTHORIZATION FOR INSTALLATION OF "FATHER  
RAYMOND C. BAUMHART, S.J. WAY" HONORARY  
STREET SIGNS ON PORTION OF "LITTLE"  
NORTH MICHIGAN AVENUE.

Also, a proposed ordinance authorizing the installation of "Father Raymond

C. Baumhart, S.J. Way" honorary street signs on that part of "Little" North Michigan Avenue, from East Pearson Street to East Chicago Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred --* PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF NORTH LA SALLE STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to MC Mages Sporting Goods Store to hold a sidewalk sale in front of 620 North LaSalle Street and alongside West Ontario Street for the period extending April 29 through May 2, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
CONSTRUCTION OF CURBS AND PARKING AREAS  
ON PORTION OF NORTH OGDEN AVENUE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on July 31, 1990, which authorized Father & Son Pizza to construct curbs and parking areas on North Ogden Avenue, between West North Avenue and the Chicago Transit Authority elevated structure, by allowing Father & Son Pizza to construct a fence or other enclosure across North Ogden Avenue, along the north line of the Chicago Transit Authority elevated structure, running east towards the west line of North Larrabee Street; and further, to set back the curb on North Larrabee Street, at the point of the Chicago Transit Authority elevated right-of-way, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMITS  
TO CONSTRUCT, MAINTAIN AND USE CANOPIES  
AT SPECIFIED LOCATIONS.

Also, five proposed orders authorizing the Director of Revenue to issue

permits to the applicants listed for the construction, maintenance and use of canopies to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Deluxe Candy Limited Partnership -- five canopies at 445 North Wells Street;

Walls of China -- one canopy at 333 West Grand Avenue;

White Hen Pantry, Inc. -- one canopy at 1210 North Dearborn Street;

6 West Limited Partnership/Tucci Milan -- ten canopies at 6 West Hubbard Street; and

1000 Condominium Association -- for one canopy at 1000 North Lake Shore Plaza.

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*Referred* -- AUTHORIZATION TO SET BACK CURB ON PORTION  
OF NORTH HUDSON AVENUE.

Also, a proposed order authorizing the Department of Streets and Sanitation to set back the curb on the east side of North Hudson Avenue, between West North Avenue and the first alley south thereof, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- GRANT OF PRIVILEGE TO COFFEE CHICAGO,  
INCORPORATED FOR INSTALLATION OF PLANTER  
BOXES ALONG WEST PEARSON STREET.

Also, a proposed order authorizing the Commissioner of Transportation and the Director of Revenue to issue the necessary permits to Coffee Chicago, Incorporated to install, for beautification purposes, three planter boxes along West Pearson Street adjacent to 828 North State Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN NATARUS (42nd Ward)  
And OTHERS:**

*Referred* -- AMENDMENT OF TITLE 11, CHAPTER 4, SECTION  
1110 OF MUNICIPAL CODE OF CHICAGO TO  
FURTHER LIMIT AUDIBLE SOUND  
LEVELS ON PUBLIC WAY.

A proposed ordinance, presented by Aldermen Natarus, Rugai, Hansen and Stone, to amend Title 11, Chapter 4, Section 1110 of the Municipal Code of Chicago by prohibiting generation of any sound on the public way whereby said sound is audible at a distance of 200 feet or more from the point of origin, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

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Presented By

**ALDERMAN EISENDRATH (43rd Ward):**

*Referred* -- AMENDMENT OF TITLE 9, CHAPTER 64 OF MUNICIPAL  
CODE OF CHICAGO BY ADDITION OF NEW SECTION 095  
TO AUTHORIZE ESTABLISHMENT OF VEHICLE  
STICKER PARKING ON CERTAIN  
RESIDENTIAL STREETS.

A proposed ordinance to amend Title 9, Chapter 64 of the Municipal Code of Chicago by adding a new Section 095 thereto entitled "Vehicle Sticker Parking" which would authorize the Department of Transportation to allow vehicle sticker parking only between 12:00 Midnight and 6:00 A.M. on certain non-arterial streets, provided such streets are located in residential zoning districts above an R3 classification, are not more than five blocks from a business zoning district above a B2 classification, or are not adversely impacted by traffic congestion, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR SIDEWALK CAFES.

Also, three proposed ordinances to grant permission and authority to the applicants listed for the maintenance and use of those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Frank De Rosa, doing business as Anthony's -- 2009 North Bissell Street;

Cafe Aroma, Inc., doing business as Cafe Aroma -- 1202 West Webster Avenue; and

The 1964 North Sheffield Corporation, doing business as Chili Peppers Underground -- 1964 North Sheffield Avenue.

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*Referred* -- AUTHORIZATION FOR INSTALLATION OF VOICE MAIL  
COMMUNICATION SERVICES IN NEIGHBORHOOD RELATIONS  
OFFICE OF EIGHTEENTH POLICE DISTRICT AS PILOT  
PROGRAM FOR PUBLIC SAFETY AND  
CRIME PREVENTION.

Also, a proposed order directing the Department of General Services to initiate a pilot program for public safety and crime prevention by installing voice mail communication services in the Neighborhood Relations Office of the 18th Police District, which was *Referred to the Committee on Budget and Government Operations*.

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*Referred* -- AUTHORIZATION FOR WAIVER OF ITINERANT  
MERCHANT LICENSE FEES FOR PARTICIPANTS IN  
ANNUAL OLD TOWN ART FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for the participants in the Annual Old Town

Art Fair to be conducted in the area bounded by West Willow Street, North Lincoln Park West, West Wisconsin Street and North North Park Avenue, for the period of June 12 and 13, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

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Presented By

ALDERMAN HANSEN (44th Ward):

*Referred --* GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR SIDEWALK CAFES.

Nine proposed ordinances to grant permission and authority to the applicants listed for the maintenance and use of those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The Bleachers', Inc., doing business as The Bleacher's -- 3655 North Sheffield Avenue;

The Bread Shop, Inc., doing business as The Bread Shop -- 3400 North Halsted Street;

Batter Up, Inc., doing business as Chili Mac's 5-Way Chili -- 3152 North Broadway;

The Cue Club, Inc., doing business as The Cue Club Cafe -- 2833 North Sheffield Avenue;

Mozart Cafe, Inc., doing business as The Mozart Cafe -- 3727 North Southport Avenue;

Royal Palace, Incorporated, doing business as The Royal Palace -- 3455 North Clark Street;

Southport Lanes, Incorporated, doing business as Southport Lanes -- 3325 North Southport Avenue;

V.G.B., Inc., doing business as Vinny's Restaurant -- 2901 North Sheffield Avenue; and

Hamm Family Enterprises, Inc., doing business as Zigmund's at the Park  
-- 3700 North Clark Street.

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*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 for the construction, maintenance and use of canopies to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Billy Hork Galleries -- one canopy at 3033 North Clark Street; and

The Cue Club -- six canopies at 2833 North Sheffield Avenue.

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Presented By

**ALDERMAN LEVAR (45th Ward):**

*Referred* -- GRANT OF PRIVILEGE TO TONY AND LILL'S PIZZA  
PLACE, INC. (DOING BUSINESS AS TONY AND LILL'S  
PIZZA PLACE) FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Tony and Lill's Pizza Place, Inc., doing business as Tony and Lill's Pizza Place, to construct, maintain and use a portion of the public way adjacent to 5134 West Irving Park Road for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.



Presented By

**ALDERMAN LEVAR (45th Ward) And  
ALDERMAN BURKE (14th Ward):**

**DEFENSE BASE CLOSURE AND REALIGNMENT COMMISSION  
URGED TO RECOMMEND RELOCATION OF MILITARY  
INSTALLATION FROM CHICAGO O'HARE  
INTERNATIONAL AIRPORT TO  
ALTERNATIVE SITE.**

A proposed resolution reading as follows:

WHEREAS, The government of the United States has established the Defense Base Closure and Realignment Commission to provide a fair process that will result in the timely closure or realignment of military installations within the United States without diminishing the national defense; and

WHEREAS, The City of Chicago owns and operates Chicago O'Hare International Airport ("O'Hare"), the busiest airport in the world, which currently contains military installations; and

WHEREAS, The relocation of the military installations currently located at O'Hare to another site or sites will not diminish the national defense, but will enable the City to make operational improvements at O'Hare to reduce flight delays, and will also make possible economic development of O'Hare sites currently occupied by military installations; and

WHEREAS, The relocation of the military facilities at O'Hare to a site or sites outside the airport is in the economic and administrative interests of all affected parties; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-second day of April, 1993, do hereby call on the Defense Base Closure and Realignment Commission to recommend to the President of the United States the relocation of the military installations at Chicago O'Hare International Airport to a site or sites outside O'Hare; and

*Be It Further Resolved*, That the City of Chicago hereby accepts the condition imposed by the United States Secretary of Defense that the relocation of the military installations currently located at O'Hare be accomplished at no cost to the affected military services; and

*Be It Further Resolved*, That the Mayor and the Commissioner of Aviation are hereby authorized to assist the Defense Base Closure and

Realignment Commission and other affected government agencies in identifying an alternative site or sites suitable for relocation of the military installations currently located at O'Hare; and

*Be It Further Resolved*, That certified copies of this resolution be transmitted to the Defense Base Closure and Realignment Commission.

Alderman Levar 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 Levar, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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Presented By

**ALDERMAN SHILLER (46th Ward):**

*Referred* -- EXECUTION OF LEASE AGREEMENT WITH  
PEOPLES MUSIC SCHOOL FOR PROPERTY AT  
931 -- 933 WEST EASTWOOD AVENUE.

A proposed ordinance to execute a 99-year lease agreement for One Dollar per year with the Peoples Music School, a not-for-profit organization located in the Uptown community, for the purpose of building a new school on the city-owned property known as 931 -- 933 West Eastwood Avenue, which was *Referred to the Committee on Housing and Real Estate*.

*Referred* -- AMENDMENT OF TITLE 4, CHAPTER 60,  
SECTION 020 OF MUNICIPAL CODE OF  
CHICAGO TO DISALLOW ISSUANCE  
OF ALCOHOLIC PACKAGE GOODS  
LICENSES ALONG PORTION  
OF WEST WILSON  
AVENUE.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 020 of the Municipal Code of Chicago by disallowing issuance of alcoholic package goods licenses on both sides of West Wilson Avenue, from North Sheridan Road to the alley west of North Magnolia Avenue, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- GRANT OF PRIVILEGE TO LAS MANANITAS, INC.  
(DOING BUSINESS AS LAS MANANITAS  
RESTAURANT) FOR SIDEWALK  
CAFE.

Also, a proposed ordinance to grant permission and authority to Las Mananitas, Inc., doing business as Las Mananitas Restaurant, to maintain and use a portion of the public way adjacent to 3523 North Halsted Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- EXEMPTION OF MR. HENRY WOO/VISION QUEST  
INVESTMENTS FROM PHYSICAL BARRIER  
REQUIREMENT PERTAINING TO ALLEY  
ACCESSIBILITY FOR PARKING  
FACILITIES FOR 4620 NORTH  
MAGNOLIA AVENUE.

Also, a proposed ordinance to exempt Mr. Henry Woo/Vision Quest Investments from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4620 North Magnolia 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.*

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Presented By

**ALDERMAN SCHULTER (47th Ward):**

*Referred -- GRANT OF PRIVILEGE TO FREDERICK  
LOPPE-PEYRIN (DOING BUSINESS AS PARIS  
PASTRIES) FOR SIDEWALK CAFE.*

A proposed ordinance to grant permission and authority to Frederick Loppe-Peyrin, doing business as Paris Pastries, to maintain and use a portion of the public way adjacent to 1822 West Montrose Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred -- GRANT OF PRIVILEGE TO ATLAS ELECTRIC DEVICES  
CO. TO MAINTAIN COVERED BRIDGE OVER PUBLIC  
ALLEY BETWEEN WEST BELLE PLAINE AVENUE  
AND WEST WARNER AVENUE.*

Also, a proposed ordinance to grant permission and authority to Atlas Electric Devices Co. to maintain and use a covered bridge over and across the public alley between West Belle Plaine Avenue and West Warner Avenue connecting the building at 4100 -- 4124 North Ravenswood Avenue with the building at 1800 -- 1810 West Belle Plaine Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR  
AND VENDOR LICENSE FEES FOR PARTICIPANTS  
IN VARIOUS EVENTS.*

Also, two proposed orders authorizing the Director of Revenue to waive the

Food Vendor and Vendor License fees for participants in the various festivals noted, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Neighborhood Boys Club Festival -- to be held at 2501 West Irving Park Road, for the period extending June 17 through June 27, 1993; and

Saint Matthias Carnival -- to be held in the school parking lot at 4910 North Claremont Avenue and in the 4900 block of North Claremont Avenue, for the period extending June 9 through June 13, 1993.

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Presented By

**ALDERMAN SCHULTER (47th Ward)  
And OTHERS:**

**APRIL 19 THROUGH 25, 1993 DECLARED "NATIONAL  
LIBRARY WEEK IN CHICAGO".**

A proposed resolution, presented by Aldermen Schulter, Bloom, Doherty, Hansen, Levar, Shiller, M. Smith and Moore, reading as follows:

WHEREAS, The week of April 9 -- 25, 1993, has been set aside in nationwide recognition of "National Library Week"; and

WHEREAS, This special time enables all citizens of the nation to reflect upon the enormous importance of libraries to the character and growth of our nation; and

WHEREAS, Chicago is home to many fine libraries, including the largest public library building in the world, as well as many special collections which are invaluable resources to researchers and other students of particular subject areas. There are also college and university libraries which complement and support the educational and research activities carried out at these institutions; and

WHEREAS, Library programs help to define the multi-faceted cultural landscape of our city. People of all ages and backgrounds are brought together by the pursuit of knowledge and love of books whose unique

benefits are made possible through our libraries which are depositories of world culture; 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 attend special recognition of April 19 through 25, 1993, as "National Library Week in Chicago" and call public attention to our great Chicago Public Library and to all the other libraries that do so much to enhance the cultural life and spiritual welfare of our great city.

Alderman Schulter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

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

*Yeas* -- Aldermen 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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Presented By

**ALDERMAN M. SMITH (48th Ward):**

*Referred* -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT  
BEHIND 1321 WEST ELMDALE AVENUE.

A proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight in back of the premises at 1321 West Elmdale Avenue, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN MOORE (49th Ward):**

*Referred --* GRANT OF PRIVILEGE TO SPEEDY ENNUI, INC.  
(DOING BUSINESS AS SPEEDY ENNUI) FOR  
SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Speedy Ennui, Inc., doing business as Speedy Ennui, to maintain and use a portion of the public way adjacent to 6981 North Sheridan Road for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERMAN STONE (50th Ward):**

CONDEMNATION OF BAXTER INTERNATIONAL  
FOR INVOLVEMENT IN ARAB  
BOYCOTT OF ISRAEL.

A proposed resolution reading as follows:

WHEREAS, Baxter International was recently ordered to pay a 6.5 Million Dollar fine for its involvement in cooperating in an Arab boycott of Israel; and

WHEREAS, Baxter violated federal law by sharing information with the Arab league regarding its business dealings with Israel; and

WHEREAS, Baxter's conduct is especially shocking at a time when the world is currently reflecting upon the fiftieth anniversary of the atrocities of the Holocaust; and

WHEREAS, Baxter's involvement in this scandal manifests a blatant lack of international corporate social responsibility; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-second day of April, 1993, do hereby condemn the conduct of Baxter International for its involvement in this scandal.

Alderman Stone 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 Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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*Referred* -- AMENDMENT OF TITLE 15, CHAPTER 4, SECTION 870  
OF MUNICIPAL CODE OF CHICAGO TO ALLOW USE OF  
ELECTRONIC LOCKING SYSTEMS ON BUILDING  
EXITS AND OTHER DOORS TO PERMIT  
IMMEDIATE OPENING FROM WITHIN  
DURING EMERGENCIES.

Also, a proposed ordinance to amend Title 15, Chapter 4, Section 870 of the Municipal Code of Chicago by allowing the use of electronic locking systems which would deactivate upon loss of electrical power or upon activation of any fire alarm system as an alternative to provisions requiring doors to be unlocked or easily unlocked from within, which was *Referred to the Committee on Buildings*.



*Referred* -- APPROVAL OF PLAT OF GLUSAC RESUBDIVISION  
ON NORTHWEST CORNER OF  
WEST TOUHY AND NORTH  
OAKLEY AVENUES.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Glusac Resubdivision on the northwest corner of West Touhy and North Oakley Avenues, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- AUTHORIZATION FOR INSTALLATION OF  
"ANSHE MOTELE WAY" HONORARY STREET  
SIGNS ON PORTION OF NORTH  
CALIFORNIA AVENUE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to install "Anshe Motele Way" honorary street signs on that part of North California Avenue, from West Arthur Avenue to West Albion Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION  
OF WARRANTS FOR COLLECTION, AND WATER RATE  
EXEMPTIONS, ET CETERA.*

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

## FREE PERMITS:

*BY ALDERMAN MAZOLA (1st Ward):*

Missionary Baptist Church -- for construction of a new church facility on the northwest corner of West 13th Street and South Wolcott Avenue.

*BY ALDERMAN JONES (15th Ward):*

The Catholic Charities/Saint Theodore Apartments -- for 1993 annual inspection fee on the premises known as 6209 South Paulina Avenue.

Harper High School -- for 1993 annual inspection fee on the premises known as 6520 South Wood Street.

Nativity B.V.M. Church -- for 1993 annual inspection fee on the premises known as 6804 South Washtenaw Avenue.

*BY ALDERMAN STREETER (17th Ward):*

Archdiocese of Chicago/Catholic Charities, Center of the Sacred Heart Shelter for the Homeless/Saint Benedict the African -- for converting a closed archdiocesan school into a shelter on the premises known as 7001 South May Street.

The Rose of Light Church -- for construction of a new church on the premises known as 1302 West 74th Street.

*BY ALDERMAN MILLER (24th Ward):*

Lawndale Christian Development Corporation -- for rehabilitation of existing properties at 1800 South Central Park Avenue, 3640 West Cermak Road, 1854 South Hamlin Avenue, 3555 West Ogden Avenue, 3637 West Ogden Avenue, 3816 West Ogden Avenue and 1861 South Springfield Avenue (7).

*BY ALDERMAN MEDRANO (25th Ward):*

Eighteenth Street Development Corporation -- for demolition of property on the premises known as 2121 West 18th Street.

*BY ALDERMAN E. SMITH (28th Ward):*

The Neighboring Housing Services of Chicago, Inc. -- for rehabilitation of existing structures at 217 -- 219 South Central Park Avenue and 3525 -- 3527 West Van Buren Street and vacant premises at 317 -- 319 South Central Park Avenue (3).

*BY ALDERMAN SUAREZ (31st Ward):*

Public Building Commission of Chicago/Board of Education of Chicago -- for construction of a new school building at West Bloomingdale Avenue and North Kildare Avenue.

*BY ALDERMAN O'CONNOR (40th Ward):*

Lawrence Hall Youth Services -- for renovating front entryway, curb egresses, sidewalk and parking lot for the disabled on the premises known as 4833 North Francisco Avenue.

*BY ALDERMAN DOHERTY (41st Ward):*

Chicago O'Hare International Airport -- for construction work at the A & K American Airlines concourse on the premises known as 11601 West Touhy Avenue.

*BY ALDERMAN NATARUS (42nd Ward):*

Archdiocese of Chicago/Catholic Charities -- for interior alterations to the elevator shaft and exit stairs on the premises known as 126 North Desplaines Street.

*BY ALDERMAN HANSEN (44th Ward):*

Broadway United Methodist Church -- for finishing basement/installing two washrooms and electrical lights on the premises known as 3344 North Broadway.

*BY ALDERMAN LEVAR (45th Ward):*

Public Building Commission of Chicago/Board of Education of Chicago -- for construction of a new school building on the premises known as 6445 West Strong Street.

*BY ALDERMAN SHILLER (46th Ward):*

Illinois Facilities Fund Child Care Program -- for construction of a building on the premises known as 4701 North Winthrop Avenue.

Louis A. Weiss Memorial Hospital -- for rehabilitation of a building on the premises known as 4646 North Marine Drive.

## LICENSE FEE EXEMPTIONS:

*BY ALDERMAN FARY (12th Ward):*

LeClaire Hearst Community Center, Latch Key Program, 4340 South Lamont Avenue.

*BY ALDERMAN BURRELL (29th Ward):*

Loretto Hospital, 645 South Central Avenue.

*BY ALDERMAN WOJCIK (35th Ward):*

Archdiocese of Chicago/Madonna High School, 4055 West Belmont Avenue.

*BY ALDERMAN NATARUS (42nd Ward):*

The Arts Club of Chicago, 109 East Ontario Street.

Green Homes Child Development Center, 1230 North Larrabee Street.

The Moody Bible Institute of Chicago, 820 North LaSalle Street (6).

*BY ALDERMAN EISENDRATH (43rd Ward):*

Columbus-Cuneo-Cabrini Hospital, 2520 North Lakeview Avenue.

*BY ALDERMAN SHILLER (46th Ward):*

Christopher House, various locations (3).

Ravenswood Baptist Christian School Day Care Center, 4437 North Seeley Avenue.

The Salvation Army Illinois, 1025 West Sunnyside Avenue.

Uptown Family Care/Hull House Association, 4520 North Beacon Street.

**REFUND OF FEES:**

***BY ALDERMAN MAZOLA (1st Ward):***

The Salvation Army Freedom Center, 101 South Ashland Avenue -- refund in the amount of \$94.00.

***BY ALDERMAN DIXON (8th Ward):***

New Regal Theater, 1645 East 79th Street -- refunds in the amounts of \$226.00; \$420.00; \$225.00; \$112.00 and \$34.00 (3).

***BY ALDERMAN NATARUS (42nd Ward):***

Archdiocese of Chicago/Catholic Charities, 126 North Desplaines Street -- refund in the amount of \$2,118.25.

***BY ALDERMAN EISENDRATH (43rd Ward):***

Grant Hospital, 560 West Webster Avenue -- refund in the amount of \$50.00.

***BY ALDERMAN HANSEN (44th Ward):***

Broadway United Methodist Church, 3344 North Broadway -- refund in the amount of \$1,145.25.

***BY ALDERMAN SHILLER (46th Ward):***

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive -- refund in the amount of \$4,894.00.

**CANCELLATION OF WARRANTS FOR COLLECTION:*****BY ALDERMAN MAZOLA (1st Ward):***

Boy Scouts of America/Chicago Area Council Number 118, 730 West Lake Street -- annual refrigeration system inspection fee.

Chinese Consolidated Benevolent Association of Chicago, 250 West 22nd Place -- annual building inspection fee and annual refrigeration system inspection fee (2).

Christian Century Foundation, 407 South Dearborn Street -- annual refrigeration inspection fee.

Jewish Federation of Metropolitan Chicago, various locations -- annual refrigeration system inspection fees and annual public place of assembly inspection fee (2).

John Paul II Catholic Student Center, 700 South Morgan Street -- annual refrigeration system inspection fee.

Young Men's Christian Association of Metropolitan Chicago, 1001 West Roosevelt Road -- projecting sign inspection fee.

Safer Foundation, 900 South Kedzie Avenue -- annual building inspection fee.

The Salvation Army Freedom Center, 101 South Ashland Avenue -- annual building inspection fee.

***BY ALDERMAN HAITHCOCK (2nd Ward):***

Ada S. McKinley Community Services, Inc., 100 East 34th Street -- annual refrigeration system inspection fee.

Mount Carmel Baptist Church, 2978 South Wabash Avenue -- annual refrigeration system inspection fees.

***BY ALDERMAN PRECKWINKLE (4th Ward):***

Lutheran School of Theology, 1100 East 55th Street -- annual building inspection fees and annual refrigeration system inspection fee (2).

*BY ALDERMAN BLOOM (5th Ward):*

Vivekananda Vedanta Society, 5419 South Hyde Park Boulevard -- annual building inspection fee.

*BY ALDERMAN STEELE (6th Ward):*

Chicago State University, 9501 South Dr. Martin Luther King, Jr. Drive -- projecting sign inspection fees.

Crerar Memorial Presbyterian Church, 8100 South Calumet Avenue -- annual refrigeration system inspection fee.

Israel Church, 7616 South Cottage Grove Avenue -- building inspection fees.

*BY ALDERMAN BEAVERS (7th Ward):*

Saint Bronislava Parish, 8708 South Colfax Avenue -- annual refrigeration system inspection fee and annual building inspection fee (2).

*BY ALDERMAN DIXON (8th Ward):*

Ada S. McKinley Community Center, 1112 East 87th Street -- annual fuel burning equipment inspection fee.

New Regal Theater, 1645 East 79th Street -- boiler and unfired pressure vessel inspection fee, annual projecting sign inspection fee, annual mechanical ventilation inspection fee, semi-annual elevator and steel curtain inspection fees, and driveway maintenance inspection fee (5).

Vernon Park Church of God, 9011 South Stony Island Avenue -- annual refrigeration system inspection fee.

*BY ALDERMAN BUCHANAN (10th Ward):*

Saint Francis DeSales Parish, various locations -- annual refrigeration system inspection fees.

*BY ALDERMAN HUELS (11th Ward):*

Progressive Baptist Church, 3658 South Wentworth Avenue -- annual refrigeration system inspection fee.

**BY ALDERMAN MADRZYK (13th Ward):**

Archdiocese of Chicago/Queen of the Universe Church, 7130 South Hamlin Avenue -- annual refrigeration system inspection fees.

**BY ALDERMAN BURKE (14th Ward):**

Archdiocese of Chicago/Our Lady of Fatima Church, 2758 West 38th Place -- annual refrigeration system inspection fee.

Five Holy Martyrs Church, 4327 South Richmond Street -- annual refrigeration system inspection fee.

**BY ALDERMAN STREETER (17th Ward):**

Food Service Professionals, 7721 South Ashland Avenue -- annual refrigeration system inspection fee.

**BY ALDERMAN MURPHY (18th Ward):**

Ashburn Lutheran Church, 3345 West 83rd Street -- for handicapped parking signs and annual refrigeration system inspection fees (2).

Ezzard Charles Day Care Center, 7946 South Ashland Avenue -- annual projecting sign inspection fee and mechanical ventilation inspection fees (2).

**BY ALDERMAN RUGAI (19th Ward):**

Saint Barnabas School, 10134 South Longwood Drive -- annual refrigeration system inspection fees (2).

Beverly Arts Center, 2153 West 111th Street -- annual refrigeration system inspection fees (2).

Elim Baptist Church, 10835 South Pulaski Road -- annual refrigeration system inspection fee and annual sign inspection fee (2).

Mercy Girls Home, 2125 West 116th Street -- annual refrigeration system inspection fee.

Washington & Jane Smith Home, 2340 West 113th Place -- annual refrigeration system inspection fees (2).



*BY ALDERMAN LASKI (23rd Ward):*

Archdiocese of Chicago/Saint Jane de Chantal Church, 5252 South Austin Avenue -- annual refrigeration system inspection fee.

Archdiocese of Chicago/Saint Rene Goupil Church, 6350 South New England Avenue -- annual refrigeration system inspection fee.

*BY ALDERMAN MEDRANO (25th Ward):*

Saint Anthony Hospital, 2875 West 19th Street -- annual sign inspection fees.

Saint Pius Priory and Church, 1901 South Ashland Avenue -- annual refrigeration system inspection fee.

Irma C. Ruiz School, 2110 South Leavitt Street -- annual refrigeration system inspection fees.

Schwab Rehabilitation Hospital, various locations -- annual refrigeration system inspection fee and annual sign inspection fees (2).

*BY ALDERMAN E. SMITH (28th Ward):*

First Church of the Brethren, 425 South Central Park Avenue -- annual refrigeration system inspection fee.

*BY ALDERMAN BURRELL (29th Ward):*

Young Women's Christian Association of Metropolitan Chicago, 5080 West Harrison Street -- annual refrigeration system inspection fee.

*BY ALDERMAN GABINSKI (32nd Ward):*

Saint Mary of Nazareth Hospital Center, various locations -- annual refrigeration system inspection fee and sign inspection fees (2).

Chicago Dramatists Workshop, 1105 West Chicago Avenue -- annual public place of assembly inspection fees.

*BY ALDERMAN MELL (33rd Ward):*

Grace Convalescent Home, 2800 West Grace Street -- annual refrigeration system inspection fee.

Saint Paul's House and Grace Convalescent Home, 3831 North Mozart Street -- annual signs/permit fees, annual inspection fee and annual refrigeration system inspection fee (4).

*BY ALDERMAN AUSTIN (34th Ward):*

Apostolic Pentecostal Church of Morgan Park, Inc., 11401 South Vincennes Avenue -- annual refrigeration system inspection fee.

Christ Universal Church, 11901 South Ashland Avenue -- annual refrigeration system inspection fee.

Christ Universal Temple, various locations -- annual sign inspection fees.

*BY ALDERMAN BANKS (36th Ward):*

Our Lady, Mother of the Church Parish, 8747 West Lawrence Avenue -- annual refrigeration system inspection fee.

*BY ALDERMAN ALLEN (38th Ward):*

Resurrection Health Care, 3960 North Harlem Avenue -- annual refrigeration system inspection fee.

Resurrection Medical Center, various locations -- annual refrigeration system inspection fees.

Our Lady of the Resurrection Medical Center, 5645 West Addison Street -- sign inspection fees and annual public place of assembly inspection fee (2).

*BY ALDERMAN LAURINO (39th Ward):*

Kagan Home for the Blind, 3525 West Foster Avenue -- annual boiler/unfired pressure vessel inspection fees and annual refrigerator/air conditioner inspection fees (2).

*BY ALDERMAN O'CONNOR (40th Ward):*

Covenant Home, 2725 West Foster Avenue -- annual refrigeration system inspection fee.

Ravenswood Budlong Synagogue, 2832 West Foster Avenue -- annual refrigeration system inspection fee.

*BY ALDERMAN DOHERTY (41st Ward):*

The Danish Home, 5656 North Newcastle Avenue -- annual refrigeration system inspection fees.

Saint Eugene Church, 7958 West Foster Avenue -- annual refrigeration system inspection fee.

Saint Juliana Parish, 7142 North Osceola Avenue -- annual refrigeration system inspection fee.

Saint Tarcissus Church, 6020 West Ardmore Avenue -- annual refrigeration system inspection fee.

Saint Thecla Church, 6725 West Devon Avenue -- annual refrigeration system inspection fee.

*BY ALDERMAN NATARUS (42nd Ward):*

Catholic Archdiocese of Chicago, 739 North Wabash Avenue -- annual building inspection fee.

Illinois College of Podiatric Medicine, 1001 North Dearborn Street -- annual "No Parking" signs inspection fees.

Northwestern Memorial Hospital, various locations -- annual sign inspection fees, annual refrigeration system inspection fees, annual "No Parking" signs/permit fees and annual building inspection fee (5).

Rehabilitation Institute of Chicago, 345 East Superior Street -- annual refrigeration system inspection fees.

Streeterville Corporation, 244 East Pearson Street -- annual mechanical ventilation inspection fee.

*BY ALDERMAN EISENDRATH (43rd Ward):*

Center for Rehabilitation and Training of Persons with Disabilities, various locations -- annual building inspection fees (2).

Grant Hospital, various locations -- annual refrigeration system inspection fee, annual building inspection fee, annual canopy use fee and "No Parking" signs/permit fees (4).

Jesuit Provincial Headquarters, 2050 North Clark Street -- annual refrigeration system inspection fee.

Little Sisters of the Poor, 2325 North Lakewood Avenue -- annual institution inspection fee and annual refrigeration system inspection fees (2).

*BY ALDERMAN HANSEN (44th Ward):*

Archdiocese of Chicago/Saint Alphonsus Church, 1429 West Wellington Avenue -- annual refrigeration system inspection fee.

Broadway United Methodist Church, 3344 North Broadway -- "No Parking" signs/permit fees.

International Association for World Peace, 3121 North Lincoln Avenue -- annual refrigeration system inspection fee.

Second Unitarian Church, 656 West Barry Avenue -- annual refrigeration system inspection fee.

*BY ALDERMAN LEVAR (45th Ward):*

Copernicus Foundation, 5216 West Lawrence Avenue -- annual refrigeration system inspection fee.

Saint Cornelius Rectory, 5420 West Foster Avenue -- annual refrigeration system inspection fee.

Food Service Professionals, 5150 North Northwest Highway -- annual refrigeration system inspection fee.

*BY ALDERMAN SHILLER (46th Ward):*

Louis A. Weiss Memorial Hospital, various locations -- "No Parking" sign/permit fees, annual refrigeration equipment inspection fee (3).

Uptown Hull House Center, 4520 North Beacon Street -- city inspectional services fee.

*BY ALDERMAN SCHULTER (47th Ward):*

Bethany Home and Hospital Methodist Church, various locations -- "No Parking" signs -- unmetered fees and annual refrigeration system inspection fees (2).

Ravenswood Hospital, 4550 North Winchester Avenue -- annual public place of assembly inspection fees, annual mechanical ventilation inspection fee and annual sign inspection fees (3).

*BY ALDERMAN MOORE (49th Ward):*

Good News Community Church, 7643 North Paulina Street -- flat sign inspection fee.

Good News North of Howard, 7639 -- 7641 North Paulina Street -- annual refrigeration system inspection fee.

*BY ALDERMAN STONE (50th Ward):*

Congregation Ezra-Habonim, 2820 West Touhy Avenue -- projecting sign inspection fee and annual refrigeration system inspection fee (2).

Misericordia Heart of Mercy Corporation, 1940 West Granville Avenue -- annual refrigeration system inspection fee.

Temple Menorah, 2800 West Sherwin Avenue -- annual refrigeration system inspection fee.

#### WATER RATE EXEMPTIONS:

*BY ALDERMAN COLEMAN (16th Ward):*

The Living Light Total Outreach for Christ Shelter for Men, various locations (3).

*BY ALDERMAN STONE (50th Ward):*

Congregation B'Nai Ruven, 6346 -- 6356 North Whipple Street.

Congregation Ezras Israel, 2746 West Lunt Avenue.

SENIOR CITIZEN SEWER REFUNDS  
(\$50.00)

*BY ALDERMAN MAZOLA (1st Ward):*

Beebe, Robert H.	Meister, John R.
Dray, Sheldon	Norman, Barry J.
Ferkull, Marion F.	Paulson, Frances C.
Hensler, Alvera M.	Shultz, David
Kilpatrick, Mary Ellen	Wilkins, Leona B.
Laemle, Mildred N.	Wright, Christie
Leftwich, Harold A.	

*BY ALDERMAN HAITHCOCK (2nd Ward):*

Sloan, John S.  
Smith, Aaron

*BY ALDERMAN BLOOM (5th Ward):*

Adams, Escar	Chandler, Lucy
Alexander, Leona	Cooper, Osia V.
Ames, Polly S.	Davidson, Sidney
Berry, Henry	Goetz, Ruth
Brewer, Elizabeth	Irons, Mary E.
Brody, Babette	Jaffe, Geraldine

Montgomery, Benjamin B.

Sain, Estelle

Smith, Ernestine R.

Spargo, Benjamin

Spaulding, George L.

Vining, Charity

*BY ALDERMAN STEELE (6th Ward):*

Brown, Evelyn

Heard, Edward L.

Henderson, Randolph

Holliday, Elsie E.

Jones, Lillian

Jones, West

Joyner, Sanford O.

Lindsey, Avril

Moody, Evangline

Mosley, Beatrice L.

Stewart, Helen H.

Wade, Johnnie

Watts, Roberta

Weil, Irene

*BY ALDERMAN MADRZYK (13th Ward):*

Blake, Bernice M.

Marshall, John V.

O'Connor, Maurice

*BY ALDERMAN LASKI (23rd Ward):*

Campobasso, Joseph J.

Marqui, Bernice

Norway, Helen

Przybycki, John

*BY ALDERMAN GABINSKI (32nd Ward):*

Olson, Quentin N.

*BY ALDERMAN WOJCIK (35th Ward):*

Gilczewski, Theodore

McHugh, Eileen M.

*BY ALDERMAN BANKS (36th Ward):*

Anaclerio, Michael

Colletti, Guy M.

Fontano, Camille

Gens, Henry

Helmick, Dolores M.

Kieler, Helen S.

Lagioia, Frank

Mersch, Frances

Morazoni, John A.

Orland, Rosella

Pelka, William F.

Peszek, Esther

Saczawski, Dorothy C.

Schultz, Norbert

Stoklosa, Edward S.

Swierzynski, Lucy

Vacura, Sigmund

Van Hecke, Alice

Zincoris, Robert E.

*BY ALDERMAN ALLEN (38th Ward):*

Bartojay, Frank P.

Clark, Charles A.

Farina, Thomas J.

Gleich, Jerome J.



Gralak, Marie

Mroz, Leona M.

Grossmayer, Nick M.

Sottosanto, Anna Maria

Kukulski, Helen V.

Ziegenhorn, Patricia J.

Lacesa, Yolanda A.

*BY ALDERMAN LAURINO (39th Ward):*

Welsh, Frank M.

*BY ALDERMAN O'CONNOR (40th Ward):*

Abrams, Dorothy K.

Komperda, John F.

Arnstein, Elaine

Krause, Sol

Bernberg, Jean

Kurshenbaum, Sam

Brandes, Ernestine

Langer, Anna

Crane, Beatrice

Leibovich, Esther

Csobanovits, Irene M.

Levin, Samuel A.

Cummings, Nadine

Lichterman, Leo

Erickson, Anne M.

Linehan, Marie

Goldman, Echo

Londinski, Esther F.

Grant, William

Lukowitz, Anna

Hammer, Norma S.

Maffia, Antoinette

Heinmanson, Edward

Mahoney, Eileen

Hochrein, Paula

Mangos, Gus G.

Hoffman, Robert F.

Mann, Irene E.

Marcus, Max and Grace	Schonberger, Sidney
Mayol, Fernando J.	Snider, Milton J.
McGovern, Owen	Stang, Hazel
Michel, Ruth S.	Stein, Stanley
Moizes, Bertha	Strittmatter, Esther
Neuman, Wolfgang	Sullivan, Nelle
Nickson, Betty J.	Tanash, Olga
Parr, Arthur	Temkin, David
Pendergast, Jeanne	Tenner, Evelyn
Press, Alec S.	Waller, Beatrice
Rago, Conrad H.	Washtien, Joseph
Remish, Alexander	Weiss, Joseph
Rimboym, Lyvbov	Wood, Norma
Rosenblatt, Irving	Yanoff, Morris
Ross, Shirley	
Samuels, Leslie N.	

*BY ALDERMAN DOHERTY (41st Ward):*

Anast, George H.	Benedetti, Enso
Anderson, Margaret and Harry	Biedo, Rose
Andricopoulos, Catherine	Bono, Catherine C.
Baysinger, Alyce	Borchmann, Elizabeth
Benedetti, Enso	Brydacki, Stanley

Buscaglia, Ann	Kane, James T.
Cascelia, Joseph	Kanen, Mary
Collins, Margaret P.	Knuth, Wilfred F.
Colucci, Evelyn	Krebs, Phillip
Czarnecki, Dolores	Kreps, Orrin C.
Dangard, Vasso	Makrinski, Aida L.
Diezel, Norma P.	Mancini, Catherine
Dolan, Wilbert E.	Manglardi, Mildred
Ferolo, Constance	Maurer, Agnes
Ferson, Dorothy	Maxouris, Jane
Fjeldheim, Elizabeth S.	Maynard, Shirley I.
Frank, Lillian C.	Michaluk, Irene
Gasero, Rosemarie A.	Minea, Marian K.
Geberbauer, Elizabeth L.	Nadherny, George C.
Gettes, Dorothy L.	Nee, Kathleen
Gialessas, Sofia N.	O'Meara, June F.
Giambrone, Anna M.	O'Neill, Margaret D.
Hastings, Lois	Parrillo, William J.
Hofmann, Erwin A.	Pattison, Josephine K.
Houvouras, Aphrodite	Pickert, Eva
Ilice, Geneva	Psenka, Margaret
Ingle, Thomas	Raney, Myrtle L.
Johnson, Frederick M.	Rann, Edwin J.

Reger, Luella	Smith, Bernice E.
Reulein, Inga E.	Sroczynski, Estelle
Reynolds, Eugene D.	Stingley, Keith
Rohde, Gertrude B.	Sweeney, Margaret M.
Russo, Josephine	Tavolacci, Frances
Sabo, Irene	Tough, Lorraine J.
Salomone, Dorothy L.	Vennitti, Jeanette
Sannicandro, Theresa M.	Warmouth, William H.
Schank, Helen L.	Wilson, Bodil
Schmidt, Loretta	

*BY ALDERMAN NATARUS (42nd Ward):*

Albano, Leona M.	Cohn, Bernard
Ayres, Alice Q.	Comroe, Ruth H.
Banayan, Mr. and Mrs. Ebrahim	Cooper, Cora
Bellows, John G.	Coopersmith, Sylvia
Berger, Jack C.	Cornelius, Nelson D.
Bernik, Joseph	Cummings, Anne F.
Bioff, Frances	Cuzelis, Edward E.
Bobins, Elaine E.	Davis, Brooks and Elizabeth
Bowden, Margaret A.	Davis, DeForest P.
Brooks, Jerome M.	Diengott, Frances R.
Chaplik, Miriam	Dillon, William A.

Don, Nora	Hutcheson, Lorraine J.
Dowrie, Dorothy S.	Hyman, Irving M.
Ehrlich, Jack	Imarisio, John J.
Evans, Earl A.	Isador, Betty-Jane
Fein, Bernice M.	Jaffee, Leon S.
Fitzgerald, Mildred C.	Johnson, Eunice
Forbes, Ruth E.	Johnson, John
Fox, George W.	Kadison, Joseph L.
Gahan, Eleanor M.	Kaplan, Isabelle
Garmisa, Estelle and Esther	Kern, Ethel
Geocariss, Niki	Kogan, Anne D.
Gianasi, Charles A.	Lachiana, Andrew
Gingiss, Benjamin J.	Lasine, Elaine C.
Gingiss, Benjamin J.	Lavin, Marshall R.
Golden, Margaret M.	Lee, Pamela T.
Goodhart, Jerome	Levy, Roselyn
Gordon, Arthur M.	Lieberman, Sylvia G.
Hausman, Evelyn P.	Malnekoff, Nathan S.
Helpern, Beatrice D.	Mason, Frances L.
Hoehn, Gerald L.	Mayer, Annamarie M.
Horwitz, Erwin R.	Messe', Dena F.
House, Ruth	Miller, Edward J.
Hummer, William B.	Miller, Ira

Moriarty, Marion F.

Murray, Jane E.

Nagel, Walter D.

Newman, Muriel K.

Nolan, Charlene

Page, Georgia C.

Parker, Naomi Klair

Passman, Peter P.

Pellar, Louis

Peterson, Dorothy

Posner, Elizabeth H.

Price, Myron A.

Robinson, Rose

Rubel, Gerald

Sage, Josephine

Schechter, Leonard

Schimberg, Alice

Sherman, Letty Jo

Shorr, Philip C.

Siegel, Helen

Simon, Joy

Sparano, James W.

Stan, John J.

Star, Zelda

Stayman, Adine S.

Stillman, Joyce A.

Strauss, Lucille G.

Strauss, Sylvia M.

Tash, Dorothy

Troost, Romaine

Tucker, Sherman

Ueda, Osahmu

Veenbaas, Fred

Walters, Florence M.

Weingart, Hilda

Wells, James M.

Wexler, Lenore L.

Will, Howard C.

Will, Hubert

Willis, Arnold

Wolff, Gladys L.

Zeckman, Helen

*BY ALDERMAN EISENDRATH (43rd Ward):*

Bacaintan, Constance G.

Ballis, Harriett

Baur, John

Berkowitz, George

Boggs, Joseph D.

Brown, Joseph H.

Caldwell, J. Robert

Chukerman, Irwin E.

Corcoran, Marie P.

Fea, Alice B.

Filkins, Gilbert W.

Floria, Selma

Friedman, Sylvia

Getz, Emma

Holt, Margaret

Hunt, Jeannette P.

Jacobs, Lhea

Joffe, Bernard

Kasakoff, Gertrude

Kezele, Edward J.

Kirsch, Norton

Kowalsky, Raymond

Levine, William

Levinthal, Lester M.

Moore, Katherine J.

Muhlrad, Clare R.

Ohlhausen, Judith M.

Oscherwitz, Bernard and Evelyn E.

Perres, Ike and Sylvia

Rath, Paul

Robinson, Roland F.

Roth, Philip and Kei

Sacks, Elaine C.

Schor, Frank

Shure, Joseph P.

Siegel, Lillian P.

Simons, Hannah

Tecklenburg, Walter F.

Thomas, Beatrice J.

Thorpe, Paula

Vanderbeck, Catherine

Weisz, Nettie E.

Whelan, James H.

Zable, Jack

*BY ALDERMAN HANSEN (44th Ward):*

Baim, Genevieve

Bern, Bebe R.

Curda, Donald

Furher, Mildred G.

Gershon, Beatrice

Hurst, Gladys

Jason, Greta

Kaufman, Leonard J.

Kopald, Gordon E.

Kopstein, Esther

Kravits, Jeanne H.

Lauren, Bernard

Leavitt, Jerome

Lew, Anna

Morros, Joseph L.

Newfield, Edith

Raban, Frances

Samburs, Marion

Sola, Melvin

Tebo, Albert R. and Edith J.

Tsoumas, Mary

Urkov, Ida

Weiner, Beverly J.

Zadenetz, Raymond A.

Zahler, Sadie

Zenner, Jeannette

*BY ALDERMAN LEVAR (45th Ward):*

Adams, James W.

Beatty, Virginia J.

Bilanski, Josephine

Blumka, Irene



Borowski, Euphemia

DeVries, Catherine

Doerr, Lillian M.

Eisenhauer, Harriett E.

Franzen, Florence

Frederick, Katherine

Gambelli, Geraldine G.

Gawel, Margaret

Goldberg, Sally A.

Gormley, John C.

Gottlieb, Frank

Grell, Esther B.

Hanson, Ella L.

Haug, Adeline

Houston, Helen

Janusz, John A.

Johnson, Ruth E.

Kees, Marie

Mc Alpine, Elizabeth P.

Michalak, Harry N.

Opal, Thomas B.

Quirk, Frances

Redmond, Dolores A.

Repel, Sophie

Reynolds, Donald and Mary

Rokicki, Robert A.

Rothe, Emil H.

Salerno, Ann R.

Schultz, Betty

Spriopoulos, Jeanne

Swanson, Fillmore E.

Tanouye, Toshi A.

Ternes, Anna

Viert, Albert

Zwiefka, Irene

*BY ALDERMAN SHILLER (46th Ward):*

Antic, Milica

Avalos, Abilia

Berry, Selma

Blasker, Ethel R.

Brooks, Harriette

Brownstein, Marian

Cohen, Lee

Curran, Mary M.

Daman, Joseph

Dim, Dena R.

Feldman, Thelma

Fernstein, Betty

Gellman, Rhoda

Gold, Eunice J.

Hoffstadt, Margot

Johnson, Harriet C.

Kajiwara, Chiba

Kaplan, James

Keogh, Cecelia M.

Kitt, Walter

Koriath, Erna

Levinson, Leonard

Margolis, Mildred L.

Mashkes, Sylvia

Mathews, Orson

McCorkle, Eva Nancy

Mooney, Juanita C.

Moss, Bertram B.

Patton, John M.

Paul, Helen M.

Proeh, Celia

Sander, Ida

Schellenberger, Ethel

Schimmeyer, Helene

Snower, Bess

Summer, Edith E.

*BY ALDERMAN M. SMITH (48th Ward):*

Begg, Mary E.

Bennett, Helen T.

Bern, David S.

Brockelmann, Marianne

Buchsbaum, Genevieve J.

Cawley, Virginia M.

Clyne, Joyce J.

Cohn, Harold E.

Dimiceli, Vincent J.

Dumke, Carl F.

Everhard, Marie L.

Feinstein, Bernice

Ferenczi, Michael M.

Fields, Nat L.

Fishlove, Ann M.

Friedman, Hymen

Gallagher, Gerald A.

Geanakoplos, Bessie

Goldberg, Florence

Goldstein, Mitzi

Goodman, Minnette

Goodman, Sara F.

Haas, Paula

Hertz, Margot

Herzog, Fred F.

Holstein, William

Horn, Dr. Lydia

Janik, Franciszek

Jensen, Wilma

Kash, Frances M.

Kelemen, Rudolph

Kirschbaum, Irving

Levin, Manny

Lindberg, Virginia E.

Mahoney, James J.

Markus, Ida L.

Maurer, Elmer and Sarah

Melamed, Boris G.

Motch, Mollie E.

Nakazawa, T. G.

Nicholson, Sally

Noma, Toshio

O'Leary, Helen S.

Oleff, Diana

Orthel, Cleo V.

Parrilli, Mary E.

Rapp, Doris E.

Robinson, Estelle M.

Rosenberg, Harriet S.

Rutzky, Aldora

Schwanke, Evelyn M.

Schwartz, Esther

Secord, William C.

Selig, Gertrude

Silverman, Milton and Bertha

Silvers, Shirley

Smith, Ethel

Steiger, Salli

Stone, Jay L.  
Stormont, Beverly B.  
Switzer, Elaine A.  
Tsikouris, Elaine  
Vieira, Elizabeth J. G.

Vold, Anna  
Wisthoff, Edna E.  
Wolfe, Esther D.  
Ying, Fenke H.

*BY ALDERMAN MOORE (49th Ward):*

Allman, Esther A.  
DuBroff, Myrtle L.  
Edidin, David  
Feldman, Natalie S.  
Frenzel, Helen D.  
  
Green, Sidney  
Hecht, Marcita  
Herman, Tilly S.  
Hirsch, Gordon B.  
Kitsberg, Muriel  
Mannix, Bernice E.

Mayzenberg, Fanya  
McGrayie, Anna V.  
Meyers, Beatrice  
Moy, Don W.  
Schlosberg, Alice E.  
  
Schultz, Sol  
Sekera, Mildred L.  
Sharon, Geraldine F.  
Simon, Mary B.  
Wing, Lin

*BY ALDERMAN STONE (50th Ward):*

Ackerman, Jeanette  
Akwa, Kate  
Aron, Fred

Arriaga, Cesar  
Asher, Morris  
Bachrach, Joseph

Balderman, Leon

Barsky, Annette

Baum, Hilda

Becker, Garry

Becker, Pearl

Bender, Anna M.

Benevides, Roberto

Benveniste, Jack

Berg, Toby

Berger, Bessie E.

Berkovitz, Ethel

Berkovitz, Jean

Berlowitz, Ida

Berman, Jeanette

Bers, Lillian K.

Blitstien, Al

Boll, Walter L.

Brandhandler, David

Braude, Hyman G.

Braverman, Florence S.

Breyer, Adele S.

Bruch, Gerston

Budman, Freida

Bulmash, Louis

Burg, Harry

Burns, Ben

Chaimovitz, Lillian

Chiss, Doris

Cistaro, Eugene J.

Cloobek, Gloria

Codell, Roslie, E.

Collins, Shirley J.

Covelli, Josephine

Daniels, Milton

Davidson, Gussie

Deitch, Betty

Dennen, Sidney

Detlow, Mary Ann

Diamond, Rita

Dorfman, Ann

Edelheit, Ben

Egel, Cyril R.

Ellison, Irmgard R.

Engel, Mary

Evensen, Madeline H.

Evins, Isadore

Feldstein, Harold

Fioretti, Frances

Fisher, Elmer

Fogel, Clara

Frank, Robert

Friedman, Nettie

Gallay, Polly R.

Ginsburg, William

Glickman, Lucille K.

Gold, Benjamin

Goldberg, Bettie

Goldberg, Donald

Goldberg, Fay

Goldfarb, Nathan

Goldman, Leah S.

Goldstein, Edwin

Goldstein, Rose L.

Goldstein, Ruth

Goloff, Jeanette

Goodman, Harry

Gordon, Muriel P.

Gordon, Norman D.

Gozum, Gil

Graff, Jerome

Green, Kermit M.

Greenberg, Rueben and Helen

Greenberg, Sam

Gross, Hersz

Gross, Warren B.

Grossman, Sara

Gurko, Fay

Guysenir, Maurice G.

Handzel, Max

Hanrahan, Margaret Mary

Harris, Sylvia

Hecktman, Adeline

Hegg, Dorothy

Herckis, Jack

Hetzberg, Irving I.

Horner, Margaret

Horoczi, Sandor E.

Horwitz, Leo and Sharon

Hurwitz, Jeanette

Hyson, Norma E.

Juster, Nathan

Kaiz, Celia

Kampel, Sol

Kanter, David

Kaplan, Arie

Kaplan, Goodwin

Kaplan, Mildred L.

Kaplan, Vivian

Karrer, Norman

Kelner, Henrietta

King, Andrew

Kite, Edith

Kling, Margareth

Knopf, Beatrice

Koenigsberg, Maida

Kohen, Jack

Korner, Anna

Kornfeld, Clara

Korostoff, Paul

Korycan, Herman

Koslowsky, Ruth

Kotlicky, Celia

Kraft, Alex

Kraft, Sam

Kran, Eleanor

Krockey, Miriam

Krupp, Kay

Landeck, Bernard

Lane, Samuel F.

Lapedus, Helen H.

Lazarus, Jack H.

Lebovitz, Evelyn

Leff, Eva H.

Lefkovitz, Mary

Levenstam, Mollie

Levin, Morris M.

Levine, Marion

Levit, Rose M.

Levy, Abe

Levy, Max

Lewis, Molly

Lipschultz, Melvin

Loeb, Sam

Loewenberg, Eleanor E.

London, Hyman I.

Lowy, Walter S.

Lutsey, James

Machat, Thelma

Mandell, Hyman	Prochep, Bernard J.
Mangurten, Jack	Rabiner, Lillian
Marks, Harry	Reckles, Maurice
Matthews, Carl L.	Reisberg, Earle
Meese, Lillian	Reisler, Elaine
Melamed, Fayga	Reizman, Ethel
Michel, Belle	Rexinis, Theano T.
Michelson, Irving	Richmond, Milton
Miller, Libby	Riskiewcz, Lew
Miller, Sidney E.	Rosenblum, Ruth
Mitchell, Joseph	Ross, Selma
Myer, Belle	Roth, Jean
Myers, Alma	Roth, Ruth
Naxon, Fern	Ruben, Ethel
Neiditch Julian	Rubenstein, Esther
Nork, Hollis W.	Rubinow, Solomon
Omas, Bess	Schaffer, Esther
Osberg, Harold	Schek, Sonya
Peterson, Dorothy M.	Schiel, Edith
Piel, Sidney	Schlenvogt, Mary B.
Pietrkowski, Morris	Schneider, William
Pollack, William	Schnitmann, Max
Prince, Rebecca	Schwartz, Eve



Schwartz, Fryma

Seefor, Bertha

Semer, Alvin

Shapiro, Annette

Shapiro, Rose

Shapiro, Samuel and Lena

Shaw, Marie

Shiner, Clara A.

Sills, Murray

Silver, Hymen

Silver, Jean

Silverman, Rose

Singer, Magda

Small, Ben B.

Snowwhite, John

Soibel, Bertha

Solomon, Freida R.

Spack, Bernard R.

Spiegel, Pearl

Stein, Lillian

Stern, Bertha

Tansey, Mary

Teitelbaum, Frances

Ungar, Max S.

Unterman, Abe M.

Venet, Bess

Vicker, Goldie S.

Vision, Minnie K.

Wadler, Edith M.

Weiss, Helen

Weiss, Milton

Weiss, Rose and Jack

Wells, Gwendolyn

Wexler, Gertrude W.

Willins, Hyman

Winner, Mollie S.

Winicour, Yetta

Wolf, Frances

Wolf, Shirley R.

Zelmar, Doris

Zilberbord, Samuel

**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (March 26, 1993).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on March 26, 1993 at 10:00 A.M., signed by him as such City Clerk.

Alderman Austin moved to correct said printed Official Journal, as follows:

Page 30279 -- by deleting in its entirety the tenth line from the top of the page.

Page 30279 -- by deleting the figure "\$3,850.00" appearing in the ninth line from the top of the page and inserting in lieu thereof the figure "\$4,600.00".

The motion to correct *Prevailed*.

---

Alderman Laurino moved to correct said printed Official Journal, as follows:

Page 30340 -- by deleting the time "6:00 P.M." appearing in the twelfth line from the top of the page and inserting in lieu thereof the time "5:00 P.M."

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*.

**UNFINISHED BUSINESS.**

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**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 March 26, 1993, pages 30622 through 30629, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

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

*Yeas* -- Aldermen Mazola, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

Alderman Natarus 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-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. 1-H in the area bounded by:

West Huron Street; a line 290.75 feet west of North Damen Avenue; the alley next south of West Huron Street; and a line 410.75 feet west of North Damen 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.

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*Reclassification Of Area Shown On Map Number 5-J.  
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 5-J in the area bounded by:

West Armitage Avenue; North Ridgeway Avenue; the alley next south of and parallel to West Armitage Avenue; and a line 60 feet west of North Ridgeway Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map Number 6-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 M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 6-E in the area bounded by:

a line 255.61 feet north of and parallel to the north line of East 28th Street; thence the north/south alley east of and parallel to South

Wabash Avenue; thence a line 203.07 feet north of and parallel to the north line of East 28th Street; and thence the east line of South Wabash Avenue, to the point of beginning,

to those of a C2-3 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 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 R1 Single-Family Residence District symbols and indications as shown on Map No. 6-G in the area bounded by:

the alley next northwest of and parallel to South Archer Avenue; a line 74.50 feet northeast of and parallel to South Grady Court; South Archer Avenue; and South Grady Court,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map Number 7-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by:

West George Street; the alley next east of North Racine Avenue; a line 48 feet south of West George Street; and North Racine 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 7-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-H in the area bounded by:

the alley next north of and parallel to West Wellington Avenue; a line 75 feet, 0 inches east of and parallel to North Ravenswood Avenue; West Wellington Avenue; and 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 7-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 7-I in the area bounded by:

a line 347 feet north of and parallel to West Schubert Avenue; North Western Avenue; a line 247 feet north of and parallel to West Schubert Avenue; and the alley next west of and parallel to North Western Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map Number 9-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-H in the area bounded by:

West Melrose Street; a line 75 feet west of and parallel to the alley next west of and parallel to North Hoyne Avenue; the alley next south of and parallel to West Melrose Street; and a line 100 feet west of and parallel to the alley next west of and parallel to North Hoyne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map Number 14-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 B4-1 Restricted Service District symbols and indications as shown on Map No. 14-M in the area bounded by:

the alley next north of and parallel to West 63rd Street; South McVicker Avenue; West 63rd Street; and a line 108.63 feet west of and parallel to South McVicker 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-M.  
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 15-M in the area bounded by:

North Milwaukee Avenue; the alley next north of and parallel to West Bryn Mawr Avenue; the alley next southwest of and parallel to North Milwaukee Avenue; and a line 104 feet long beginning at a point 160.70 feet northwest of the alley next north of West Bryn Mawr Avenue (as measured along the northeast line of the alley next southwest of and parallel to North Milwaukee Avenue; beginning at the north line of the alley next north of West Bryn Mawr Avenue) to a point 228.50 feet northwest of the alley next north of West Bryn Mawr Avenue (as measured along the southwest line of North Milwaukee Avenue),

to those of a B5-1 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 16-D.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District, B4-3 Restricted Service District and R5 General Residence District symbols and indications as shown on Map No. 16-D in the area bounded by:

East 66th Place; South Stony Island Avenue; East 67th Street; a line 420 feet west of South Stony Island Avenue; the alley next south of East 66th Place; and a line 300 feet west of South Stony Island 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.

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*Reclassification Of Area Shown On Map Number 16-E.  
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 16-E in the area bounded by:

a line 233 feet south of East 63rd Street; a line 33 feet west of Dr. Martin Luther King Drive; a line 482 feet south of East 63rd Street; a line from a point 482 feet south of East 63rd Street and 90 feet west of Dr. Martin Luther King Drive, to a point 544.9 feet south of East 63rd Street and 186.28 feet west of Dr. Martin Luther King Drive; a line from a point 544.9 feet south of East 63rd Street and 186.28 feet west of Dr. Martin Luther King Drive, to a point 461.4 feet south of East 63rd Street and 269.26 feet west of Dr. Martin Luther King Drive; a line 461.4 feet south of East 63rd Street; a line 292.74 feet west of Dr. Martin Luther King

Drive; a line 383 feet south of East 63rd Street; and a line 254.74 feet west of Dr. Martin Luther King Drive (all measurements are from the center lines of East 63rd Street and South Dr. Martin Luther King Drive),

to those of a B5-3 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.

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**MISCELLANEOUS BUSINESS.**

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**PRESENCE OF VISITORS NOTED.**

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Members of the Saint Benedict Grammar School Eighth Grade Boys' Basketball team, accompanied by coaches, Mr. Don Shoemaker and Mr. Bill Fisher, principal, Mrs. Mary Van Wazer, parent, Mrs. Mercedes Prause, and pastor, Father Robert Heidenreich;

Fifteen students from Project Earth Bloom Joint Venture, accompanied by executive director, Ms. Patricia O'Brien, a representative from The Brickman Group, Ltd., Mr. Don Synnestredt, instructor, Mr. Tod Schneider, and Wells High School instructor, Ms. Johanna Brocker;

Mrs. Miriam Baumel, mother of Israeli soldier Zachary Shlomo Baumel, a captive in the Middle East conflict;

Reverend Milton Brunson from Christ Tabernacle Missionary Baptist Church, accompanied by his wife, Jo Ann, and church officers, Mr. and Mrs. James Rhodes; and

Twenty-nine third grade students from Oriole Park Elementary School, accompanied by their teacher, Ms. Hedy Hirsch.

**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 twenty-second (22nd) day of April, 1993 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the nineteenth (19th) day of May, 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, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

**Adjournment.**

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on May 19, 1993 at 10:00 A.M., in the Council Chambers in City Hall.

A handwritten signature in black ink, appearing to read 'D. J. Burke', with a long horizontal stroke extending to the right.

DANIEL J. BURKE,  
*Deputy City Clerk.*

